SELECT BOARD
Minutes
July 24, 2019 – 7:00 PM
Town Hall

Vision Statement - The Town of Ashland will be a prosperous and fiscally sound community with a full range of housing, business, cultural, educational, and recreational opportunities in a safe and attractive environment for residents and visitors.

Mission Statement - The Ashland Select Board is dedicated to promoting responsible fiscal management, advocating for sustainable development & growth and providing excellent municipal services which will enhance the quality of life in our diverse community. The Ashland Select Board is committed to providing clear goals and objectives for Town management and creating effective engagement and public participation with residents, state legislators and other elected officials in order to achieve our mission.

Call Meeting to Order
Steve Mitchell called the meeting to order at 7:00 pm and mentioned that WACA TV is recording and broadcasting the meeting live. Present at the meeting were Chair Steve Mitchell, Vice Chair Yolanda Greaves, Joe Magnani, Brandi Kinsman, Town Manager Michael Herbert and Assistant Town Manager Jenn Ball.

Citizen’s Participation
There were no comments.

Scheduled Hearings/Appearances
Ashland Police and Ashland Fire Departments Introductions
Chief Robie introduced the newest members of his department including Fighter/EMT Paramedics John Crean and John Stone, and Dispatcher Patricia Rodas.

Chief Alfano introduced the newest member of the Ashland Police Department, Patrolman Mike Snyder who transferred from Lee MA PD.

Michael Herbert announced that Chief Alfano came to the community on March 23rd as an Interim Chief, however he has announced that he will come out of retirement and accept the role of permanent Chief of Police.

Chief Alfano thanked the board and Michael for the opportunity to serve the community. He understands that the community has grown but he is very impressed with how the community has rallied around him and he is happy to have the privilege to work with such great group of individuals.

Lost Shoe Brewing and Roasting Company
Beth Reynolds explained that Lost Shoe Brewing and Roasting Company is requesting 3 One-Day Liquor Licenses at The Corner Spot for Friday, August 16th from 3:00 pm to 10:00 pm, Saturday August 17th from Noon to 10:00 pm and Sunday August 18th from Noon to 9:00 pm.

Yolanda Greaves made a motion to approve the request for 3 One-Day Liquor Licenses for Lost Shoe Brewing and Roasting Company for Friday August 16th from 3:00 pm to 10:00 pm, Saturday August 17th
from Noon to 10:00 pm and Sunday August 18th from noon to 9:00 pm. This motion was seconded by Joe Magnani with a unanimous vote of 4-0-0.

**Ashland Pizza Palace**
Steve Mitchell read the public notice to open the Ashland Pizza Palace hearing.

Thomas Truax, Attorney representing the Liquor License Transfer for Ashland Pizza Palace due to a change of owner. Johns Gergos explained that he has experience running a business with a liquor license and will be updating his TIPS certification as required.

Steve Mitchell asked for comments from the public. There were none.

Yolanda Greaves made a motion to close the hearing. This motion was seconded by Joe Magnani with a unanimous vote of 4-0-0.

Yolanda Greaves made a motion to approve the request for a Transfer of Liquor License for Pizza Palace. This motion was seconded by Joe Magnani with a unanimous vote of 4-0-0.

Yolanda Greaves made a motion to accept the pledge of the Liquor License as collateral as outlined in the request by the applicant. This motion was seconded by Joe Magnani with a unanimous vote of 4-0-0.

**Select Board/Town Manager Priority Project Update**
**Rail Transit District**
Concerning the proposed senior affordable housing development, Michael Herbert explained that the developer is reviewing the board’s recommendation that included reducing the size of the project to 150 units, restricting the age to 62 yrs. +, and 30%-50% income level.

**Public Safety Building**
Michael Herbert provided an update on the Public Safety Building. He explained that the cost estimated in the fall 2018 was $25 million dollars. Since hiring the Project Manager, the revised estimate with construction starting in July 2020 is $29 million including construction cost. Much of the $4 million increase is due to steel tariffs at the federal level.

Michael explained that the Governor did not include bond money for the building in his capital budget released in June, and he feels that given the project is not “shovel ready” it is not a surprise that funding was not made available. Michael explained he will have to rely on debt exclusion as a source of funding for this project. He also feels that our legislators will continue advocate for funding that will help defray the cost, still the building needs to be built and not delayed.

Michael explained that the Fafard’s originally donated 4 acres for the Public Safety Building and Joe Magnani requested additional land which the Fafard’s agreed and donated an additional 5.5 acres which leaves the Fafard’s with approximately 2 acres. Additionally, Joe Magnani suggested that the town purchase the remaining 2 acres to allow access to the entire property.

Steve Mitchell wanted to be sure that the message was clear that the board understands the need and supports Public Safety and their needs.

Yolanda Greaves said that she is happy to hear that the building’s size will not be reduced because of the funding. She feels strongly that the building should fit our needs.

Brandi Kinsman said that constructing a Public Safety Building is a need and supports this project.
Joe Magnani said that the committee agrees that this project needs to move forward and that reducing the size of the building is not an option.

Chief Robie explained that the Fire Department was excited when they heard that the project was going to move forward but disappointed when they got the news today but still optimistic.

Steve Mitchell asked for comments from the public.

Senator Karen Spilka thanked everyone for their efforts, and she said that she and Representative Lewis are at the meeting to show their support for the project.

Peter Chisholm, Citizen at Large member of the Public Safety Building Committee, explained that he is very optimistic and has a lot of ideas and will try to use the resources he has in anyway that would be helpful.

Members of the Sustainability Committee asked if the building will be a sustainable building and want to be included in the construction process.

**Downtown Improvements**
Michael Herbert updated the board on the water main project in the downtown area that started this week and reported that the work to lay out the bypass pipes is underway and will take approximately 2 weeks to complete but feels the traffic impact should be minimum.

Brandi asked about the communication plan.

Jenn Ball explained that we will be receiving an update weekly from the engineer and that information will be pushed out on the DPW webpage under the projects page. Residents can sign up to receive notification via the “Notify Me” button on the town’s website if they are not currently getting them. The board asked to also have alerts posted on the website’s main page.

**Town-wide Strategic Plan**
Michael explained that he does not have an update at this time.

**Warren District**
Michael explained that we went out to bid on the Warren Milking Barn and it came in at $90,000 which was significantly higher than anticipated and the full build-out cost is approximately $800,000 to $1 million.

Regarding the Hall House, Michael reported that the disposition and sale of 433 Chestnut St. is contingent upon the historical deed restriction agreement.

Yolanda Greaves made a motion to approve and sign Purchase and Sale and vote on the Disposition and Sale Agreement for 433 Chestnut St. contingent upon the historical deed restriction agreement with the purchaser. This motion was seconded by Joe Magnani with a unanimous vote of 4-0-0.

**Consent Agenda**
A. Approve request from the Ashland Lions Club to hold a Toll Road on Saturday October 12, 2019 from 9:00 am to 1:00 pm at the intersection of Main/Union Street with a rain date of October 19th.
B. Accept Municipal Vulnerability Preparedness Grant in the amount of $20,000.00 for DPW.
C. Accept June 5, 2019 and June 19, 2019 Regular Session Minutes
D. Reappoint Mr. William E. Pickett, Jr. as Constable with an expiration date of 10/30/20
E. Appoint Nathan Band to the Zoning Board of Appeals as an Associate Member with an expiration date of 8/31/19
F. Appoint Debra Griffin to the Ashland Affordable Housing Trust that will expire on 8/31/21
G. Accept the resignation of Craig Mathias from the Cable Advisory Committee
H. Accept the resignation of Jeffrey Lingham from the Conservation Commission
I. Accept the $50.00 donation from Bill Gath for the Kids Spot Spinner

Joe Magnani made a motion to approve the Consent Agenda as presented. This motion was seconded by Brandi Kinsman with a unanimous vote of 4-0-0.

Old / New Business

Eversource
Michael Herbert explained that the attorney handling the Eversource issues is working on finalizing the documents needed to file the Declaratory Judgement.

Purchase and Sale agreement for 0 Tri Street
Michael Herbert explained that 0 Tri Street consists of 9.5 acres of land that had a proposed development of about 5 single-family homes. The purchase price of the property is $614,000.00 and there is ongoing litigation with regards to the Conservation Commission’s determination, which will continue until the purchase goes before the Town Meeting in the fall; the funding would come from a debt exclusion.

Yolanda Greaves made a motion to approve the signing of Purchase and Sale of 0 Tri Street as presented and authorize Joe Magnani to sign the documents. This motion was seconded by Brandi Kinsman with a unanimous vote of 4-0-0.

Development Liaison Group
Steve Mitchell explained that the Development Liaison Group was created as an information sharing process between 2 Select Board members, members of the Planning Board and developers. This turned out not to be the best idea because it created a sub-committee and therefore, they are self-reporting an open meeting law violation. Steve said it was unintentional and although two meetings were held for informational sharing only, the group will not continue in that manner.

Disposition and Sale of 433 Chestnut Street
Steve Mitchell would like the board to take a vote on the disposition and sale of 433 Chestnut Street contingent upon historical deed restriction agreement.

Yolanda Greaves made a motion the disposition and sale of 433 Chestnut Street contingent upon a historical deed restriction agreement. This motion was seconded by Brandi Kinsman with a unanimous vote of 4-0-0.

Mission/Vision Statement Revision
Steve Mitchell explained that board members discussed the revision of the Mission and Vision Statement at their last retreat. He requested that each member send their revisions to him and it will be reviewed at the next retreat.

Town Manager Report

MSBA
Michael Herbert explained we he has been working with the Mindess Building Committee on selecting a designer. The designer Flansburgh Architects was selected yesterday, and they have great track record with being able to produce buildings under budget. Michael explained that when they went before the MSBA Committee, the committee Chair expressed how impressed he was with the board, the School Committee and the level of detail that was provided.
**Home Rule Petition**
Michael Herbert explained that spoke to a staff person from Jack Lewis’s Office who said that the Home Rule Petition for the meals tax to be used for Economic Development projects will be moving forward.

**Town Forest Bridge Projects**
A Ribbon Cutting will take place for Eagle Scouts who have worked in the Town Forest to complete their Eagle Scout’s projects. The event will take place on August 3rd at the Town Forest on the Winter St. side.

**Recap of Valentine Property**
Michael Herbert explained that David Foster provided a great presentation on the Valentine Property that was presented at a public forum on Monday night. Steve mentioned that he saw several new people in attendance, and it was nice to see new people involved. Steve mentioned that a committee was created, and Yolanda suggested creating a timeline so that the committee has a guideline on how to move the project forward.

Michael suggested preparing an RFP for Adaptive Reuse process that would allow the public to submit proposals for a committee to review.

**MWRA Connection**
Michael Herbert explained that the MWRA Connection is in Joint Committee on Municipalities, and construction should start this fall.

**Board Reports**

**Joe Magnani**
Joe announced Family Movie Night is on Thursday at Stone Park starting at 6:00pm, and the Snack Shack is open Monday thru Friday from 11:00 am to 1:00 pm.

Joe explained that in support of Ashland Day corn is being sold at Lucky Farms.

Joe was happy with the Valentine Forum on Monday.

Joe mentioned that the Traffic Study Committee is reviewing changing the intersection at Eliot and Fruit St. and that the effort will be funded by the Complete Streets and other grants.

**Yolanda Greaves**
Yolanda explained that she attended the Mass DOT Mass Turnpike Interchange project meeting.

Yolanda attended the WeMo meeting at Wellesley College and social media pitfalls was a discussed, and she shared that information with Lisa Ugialoro from HR.

Tomorrow Yolanda will be attending MetroWest Regional Collaborative meeting where the Landline project will be discussed.

She reminded all that Dog Day will be held on Sunday from 10:00 am to 2:00 pm at the Corner Spot and pictures will be taken.

**Brandi Kinsman**
Brandi explained that she has attended several Planning Board meetings to understand their process.

Brandi mentioned the $1.2 billion Mass DOT Mass Turnpike Interchange project that will take from 8 to 12 years and impact those that commute into Boston.
She announced that at the Corner Spot the Culture Fest has been rescheduled to October 12th, and on Friday night the movie Jaws.

**Steve Mitchell**  
Steve explained that the board recently received a Stealth Report based on the findings from the resident that had complained about the traffic and vehicle speed on Myrtle St.

Steve mentioned DCR and State Park continue to be issues. There is an entrance fee for the State Park but there is no Lifeguard on duty and bilingual signs are needed as many that use the facility may be unable to understand the signs.

Steve encourages dog owners to attend the Corner Spot on Sunday and the following Saturday to come to the Farmer’s Market for Dog Day. The Dog Park Committee is sponsoring the event at the Corner Spot.

He said Framingham State University is proposing to create a dog park on their property and a meeting will take place on August 5th at the Warren Conference Center.

The MetroWest YMCA Advocacy Day will take place on August 1st at the YMCA in Hopkinton.

**Adjournment**  
Yolanda Greaves made a motion to adjourn and this motion was seconded by Brandi Kinsman with a unanimous vote of 4-0-0.

**Meeting Materials:**  
This agenda is subject to change and includes those items reasonably anticipated by the Chair to be discussed at the meeting. Not all agenda items may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.
July 2, 2019

Request to be added to Select Board agenda on July 24th

Lost Shoe Brewing and Roasting Company would like to apply for three (3) one day liquor licenses Aug 16th-18th. They would like to pop up as a beer garden at The Corner Spot. The Corner Spot Committee will provide entertainment and food trucks to support the business.

Hours of operation are as follows:

Friday, August 16th 3pm-10pm
Saturday, August 17th Noon-10pm
Sunday, August 18th Noon-9pm

Attached: floorplan of The Corner Spot

About Lost Shoe Brewing and Roasting Company: Lost Shoe Brewing and Roasting Company is an independent craft brewery and coffee roastery with an onsite taproom in Downtown Marlborough. Our inviting taproom is a place for the community to come together to enjoy locally brewed beer and freshly roasted coffee in an environment reminiscent of our city’s past as a shoe manufacturing center.
Application For One Day License

1. Name of Applicant: Lost Shoe Brewing and Roasting Company
2. Address of Applicant: Marlborough, MA 01752
3. Phone #: __________________________ Email: info@lostshoebrews.com
4. Name of Business if Different from Applicant: ________________________________
5. Location of Event: Corner Spot
6. Proposed Date of Event: August 16, 17, 18, 2019
7. Person In Charge: Melynda Gallagher / JP Gallagher
8. Hours: 8/16 3pm - 10pm 8/17 12pm - 10pm 8/18 12pm - 9pm
9. Number of Anticipated Attendees: ________________________________

10. Purpose of the Request: Beer and Coffee pop up - plan to have available for sale 3 beers and 1 cold brew coffee as well as merchandise and bagged coffee

DO NOT WRITE BELOW THIS LINE
FOR OFFICIAL USE ONLY

FEES:
Amount paid: $ __________________________

Date received: __________________________
Date: 7/10/19

Establishment: Lost Shoe Brewing and Roasting Company

To: Board of Selectmen

The undersigned have read the Town of Ashland's Liquor Policy and Massachusetts General Law Chapter 138, Section 34, Penalty for Furnishing Liquor to Minors, and do fully understand said Section:

<table>
<thead>
<tr>
<th>Date Read</th>
<th>Employee Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/10/19</td>
<td>Melynda Gallagher</td>
</tr>
<tr>
<td>7/10/19</td>
<td>JP Gallagher</td>
</tr>
</tbody>
</table>


Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

NOTE: You can access your score and certification information anytime at ServSafe.com.
If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.

In Alaska, you must laminate your card for it to be valid.
Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

NOTE: You can access your score and certification information anytime at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 8703.

In Alaska you must laminate your card for it to be valid.
LEGAL NOTICE
Town of Ashland

Notice is hereby given that the Select Board will conduct a hearing regarding an application to transfer a Wine and Malt License from Karras Inc. to Eon Inc dba Pizza Palace.

Evon, Inc. dba Pizza Palace
74 Union Street
Ashland, MA 01721

A public hearing will be held on the matter at the Ashland Town Hall, 101 Main Street Ashland, MA on Wednesday July 24, 2019 at 7:30 P.M.

Parties wishing to be heard on this matter should appear at the time and place indicated above. Interested parties who are unable to attend the hearing may submit written comments to the Select Board’s Office, Town Hall 101 Main Street, Ashland, MA 01721 or by e-mailing Susan Robie at srobie@ashlandmass.com.

Steve Mitchell, Chairman
Board of Selectmen
June 25, 2019

OVERNIGHT MAIL

Board of Selectmen
Town of Ashland
101 Main Street
Ashland, MA 01721

Re: Transfer of License – Karras Inc. to
Evon, Inc.
74 Union Street, Ashland, MA

Dear Sir/Madam:

On behalf of Evon, Inc., enclosed please find the following:

1. DOR Certificate of Good Standing.
2. DUA Certificate of Compliance.
3. Application for Transfer of License and Manager Application.
5. CORI Request Form for John S. Gergos.
6. CORI Request Form for Monir N. Fakhory.
7. Asset Purchase Agreement.
8. Designation of Nominee.
11. Corporate Vote.
12. 3 months of bank statements.
14. Promissory Note.
15. License Pledge Agreement.
17. Monetary Transmittal Form and Payment Receipt.
18. Town of Ashland Certificate of Payment of Taxes.

Kindly file and process for hearing in the usual manner.

Thank you.

Very truly yours,

KALIKOW, KALIKOW & TRUAX
BY: 

THOMAS T. TRUAX
TTT/pjt/ltr
Enclosures
CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

KARRAS INC
74 UNION ST
ASHLAND MA 01721-1744

Why did I receive this notice?
The Commissioner of Revenue certifies that, as of the date of this certificate, KARRAS INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m.

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau
The Department of Unemployment Assistance certifies that as of 4/29/2019, KARRAS, INC. is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Richard A. Jeffers, Director
Department of Unemployment Assistance
APPLICATION FOR A TRANSFER OF LICENSE

Municipality: Ashland

1. TRANSACTION INFORMATION

- Transfer of License
- Alteration of Premises
- Change of Location
- Management/Operating Agreement

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.

Transfer of restaurant wines and malt beverages license from Karras Inc., d/b/a Ashland Pizza Palace to Evon Inc., d/b/a Ashland Pizza Palace. Karras, Inc. providing Seller financing and is requesting a pledge of license.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES: On-Premises-12  TYPE: §12 Restaurant  CATEGORY: Wines and Malt Beverages  CLASS: Annual

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number: 00045-RS-0040  FEIN:

Entity Name: Evon, Inc.

DBA: Ashland Pizza Palace  Manager of Record: John S. Gergos

Street Address: 74 Union Street, Ashland, MA 01721

Phone:  Email: 
Add'l Phone:  Website: N/A

4. DESCRIPTION OF PREMISES

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

Total Sq. Footage: 1,200  Seating Capacity: 28  Occupancy Number: 28

Number of Entrances: 1  Number of Exits: 1  Number of Floors: 1
5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

<table>
<thead>
<tr>
<th>Name of Principal</th>
<th>Title/Position</th>
<th>Percentage of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph Galed</td>
<td>President, Treasurer, Secretary, Director</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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.

<table>
<thead>
<tr>
<th>Name of Principal</th>
<th>Residential Address</th>
<th>SSN</th>
<th>DOB</th>
<th>Percentage of Ownership</th>
<th>Director/ LLC Manager</th>
<th>US Citizen</th>
<th>MA Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td>John S. Gergos</td>
<td></td>
<td></td>
<td></td>
<td>50%</td>
<td>Director/ LLC Manager</td>
<td>US Citizen</td>
<td>MA Resident</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monir Fakhory</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
APPLICATION FOR A TRANSFER OF LICENSE

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

<table>
<thead>
<tr>
<th>Name of Principal</th>
<th>Residential Address</th>
<th>SSN</th>
<th>DOB</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title and or Position</th>
<th>Percentage of Ownership</th>
<th>Director/ LLC Manager</th>
<th>US Citizen</th>
<th>MA Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Yes No</td>
<td>Yes No</td>
<td>Yes No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Principal</th>
<th>Residential Address</th>
<th>SSN</th>
<th>DOB</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title and or Position</th>
<th>Percentage of Ownership</th>
<th>Director/ LLC Manager</th>
<th>US Citizen</th>
<th>MA Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Yes No</td>
<td>Yes No</td>
<td>Yes No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Principal</th>
<th>Residential Address</th>
<th>SSN</th>
<th>DOB</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title and or Position</th>
<th>Percentage of Ownership</th>
<th>Director/ LLC Manager</th>
<th>US Citizen</th>
<th>MA Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Yes No</td>
<td>Yes No</td>
<td>Yes No</td>
</tr>
</tbody>
</table>

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

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.

<table>
<thead>
<tr>
<th>Name</th>
<th>License Type</th>
<th>License Name</th>
<th>Municipality</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE
Has any individual or entity identified 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.

<table>
<thead>
<tr>
<th>Name</th>
<th>License Type</th>
<th>License Name</th>
<th>Municipality</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
APPLICATION FOR A TRANSFER OF LICENSE

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

<table>
<thead>
<tr>
<th>Date of Action</th>
<th>Name of License</th>
<th>City</th>
<th>Reason for suspension, revocation or cancellation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. CORPORATE STRUCTURE
Entity Legal Structure Corporation  Date of Incorporation 04/08/2019
State of Incorporation Massachusetts Is the Corporation publicly traded?  Yes  No

8. OCCUPANCY OF PREMISES
Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

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

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Laura Melissa Realty Trust
Landlord Phone  Landlord Email Imcrealtytrust@gmail.com
Landlord Address P.O. Box 522, Ashland, MA 01721

Lease Beginning Date May 6, 2019  Rent per Month $4,000.00
Lease Ending Date May 31, 2029  Rent per Year N/A
Will the Landlord receive revenue based on percentage of alcohol sales?  Yes  No

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

Name: Thomas T. Truax, Esquire  Phone:  
Title: Attorney  Email:  

4
APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate  N/A
B. Purchase Price for Business Assets  $450,000.00
C. Other* (Please specify)  N/A
D. Total Cost  $450,000.00

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

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

<table>
<thead>
<tr>
<th>Name of Contributor</th>
<th>Amount of Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>John S. Gergos</td>
<td>$100,000.00</td>
</tr>
</tbody>
</table>

Total  $100,000.00

SOURCE OF FINANCING
Please provide signed financing documentation.

<table>
<thead>
<tr>
<th>Name of Lender</th>
<th>Amount</th>
<th>Type of Financing</th>
<th>Is the lender a licensee pursuant to M.G.L. Ch. 138.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karras, Inc.</td>
<td>$350,000.00</td>
<td>Seller financing</td>
<td>☐ Yes ☐ No</td>
</tr>
</tbody>
</table>

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

$100,000.00 from personal funds of John S. Gergos
$350,000.00 Seller financing

11. PLEDGE INFORMATION
Please provide signed pledge documentation.

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

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

To whom is the pledge being made? Karras, Inc.
12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name: John S. Gergos  Date of Birth: 01/05/1979  SSN: [Blank]

Residential Address: [Blank]

Email: [Blank]  Phone: [Blank]

Please indicate how many hours per week you intend to be on the licensed premises: 40+

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.

<table>
<thead>
<tr>
<th>Date</th>
<th>Municipality</th>
<th>Charge</th>
<th>Disposition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

C. EMPLOYMENT INFORMATION

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

<table>
<thead>
<tr>
<th>Start Date</th>
<th>End Date</th>
<th>Position</th>
<th>Employer</th>
<th>Supervisor Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>Present</td>
<td>Owner</td>
<td>Mia Pizza Inc.</td>
<td>Self</td>
</tr>
<tr>
<td>2009</td>
<td>2017</td>
<td>Part-Owner</td>
<td>D&amp;P Enterprises Inc.</td>
<td>Self</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Date of Action</th>
<th>Name of License</th>
<th>State</th>
<th>City</th>
<th>Reason for suspension, revocation or cancellation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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: [Signature]  Date: 5/6/19
APPLICANT'S STATEMENT

John S. Gergos, Authorized Signatory of Evon, Inc.

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: [Signature] Date: May 6, 2019

Title: President
The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Statement of Change of Supplemental Information
(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

1. Exact name of the corporation: EVON, INC.

2. Current registered office address:
   Name: JOHN S. GERGOS
   No. and Street: 72 UNION STREET
   City or Town: ASHLAND  State: MA  Zip: 01721  Country: USA

3. The following supplemental information has changed:

   X  Names and street addresses of the directors, president, treasurer, secretary

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address (no PO Box)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRESIDENT</td>
<td>JOHN S. GERGOS</td>
<td></td>
</tr>
<tr>
<td>TREASURER</td>
<td>MONIR FAKHORY</td>
<td></td>
</tr>
<tr>
<td>SECRETARY</td>
<td>JOHN S. GERGOS</td>
<td></td>
</tr>
<tr>
<td>DIRECTOR</td>
<td>MONIR FAKHORY</td>
<td></td>
</tr>
<tr>
<td>DIRECTOR</td>
<td>JOHN S. GERGOS</td>
<td></td>
</tr>
</tbody>
</table>

   _ Fiscal year end:
   December

   _ Type of business in which the corporation intends to engage:
   PIZZA AND SUB RESTAURANT

   _ Principal office address:
   No. and Street: 74 UNION STREET
   City or Town: ASHLAND  State: MA  Zip: 01721  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: 74 UNION STREET
   City or Town: ASHLAND  State: MA  Zip: 01721  Country: USA
X    its principal office

an office of its secretary/assistant secretary

an office of its transfer agent

its registered office

Signed by    JOHN S. GERGOS    , its    PRESIDENT
on this 21 Day of May, 2019

© 2001 - 2019 Commonwealth of Massachusetts
All Rights Reserved
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 21, 2019 09:36 AM

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth
The Commonwealth of Massachusetts
William Francis Galvin
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 113.18)

Identification Number: 001377788

ARTICLE I
The exact name of the corporation is:

EVON, 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.

<table>
<thead>
<tr>
<th>Class of Stock</th>
<th>Par Value Per Share</th>
<th>Total Authorized by Articles of Organization or Amendments</th>
<th>Total Issued and Outstanding</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.00000</td>
<td>10,000</td>
<td>1,000</td>
</tr>
</tbody>
</table>

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.

NOT APPLICABLE.

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

ANY STOCKHOLDER, INCLUDING THE HEIRS, ASSIGNS, EXECUTORS OR ADMINISTRATORS OF A DECEASED STOCKHOLDER, DESIRING TO SELL OR TRANSFER SUCH STOCK OWNED BY HIM OR THEM, SHALL FIRST OFFER IT TO THE CORPORATION THROUGH THE BOARD OF DIRECTORS IN THE FOLLOWING MANNER: HE SHALL NOTIFY THE DIRECTORS OF HIS DESI

ARTICLE VI

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

THE BOARD OF DIRECTORS MAY CONSIST OF ONE (1) OR MORE INDIVIDUALS NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS.

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: JOHN S. GEROOS
No. and Street: 72 UNION STREET
City or Town: ASHLAND State: MA Zip: 01721 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):

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address (no PO Box)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRESIDENT</td>
<td>JOHN S. GEROOS</td>
<td>Address, City or Town, State, Zip Code</td>
</tr>
</tbody>
</table>
d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:
PIZZA AND SUB RESTAURANT

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

No. and Street: 72 UNION STREET
City or Town: ASHLAND State: MA Zip: 01721 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: 72 UNION STREET
City or Town: ASHLAND State: MA Zip: 01721 Country: USA
which is
X its principal office
—an office of its transfer agent
—an office of its secretary/assistant secretary
—an office of its registered office

Signed this 8 Day of April, 2019 at 6:30:02 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

JOHN S. GEROAS
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:

April 08, 2019 06:28 PM

[Signature]

WILLIAM FRANCIS GALVIN

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

Statement of Change of Registered Office Address by Registered Agent

(General Laws, Chapter 156D, Section 5.02 AND Section 15.08; 950 CMR 113.22)

Name of registered agent: JOHN S. GERGOS

Exact name of corporation: EVON, INC.

Current registered office address: 72 UNION STREET ASHLAND, MA 01721

New registered office address:
No. and Street: 74 UNION STREET
City or Town: ASHLAND State: MA Zip: 01721 Country: USA

The street address of the registered office of the corporation and the business address of the registered agent are identical as required by General Laws, Chapter 156D, Section 5.02.

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

Time:

SIGNED, this 21 Day of May, 2019,
JOHN S. GERGOS, Signature of Registered Agent.
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 21, 2019 09:46 AM

[Signature]

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth
ASSET PURCHASE AGREEMENT

AGREEMENT made this ___ day of March, 2019 by and between Karras, Inc., a Massachusetts corporation doing business as "Ashland Pizza Palace" at 72 Union Street, Ashland, Massachusetts, hereinafter referred to as the "Seller" and John Gergos, of 22 Wildes Road, Chelmsford, Massachusetts and Monir Fakhouri of 104 Garett Way, Holliston, Massachusetts 01746, or their corporate or LLC nominee, hereinafter referred to as the "Buyer".

WHEREAS, the Seller owns and operates a pizza restaurant known as "Ashland Pizza Palace" which business is located at 72 Union Street, Ashland, Massachusetts (the "Business"); and

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

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties have agreed and by these presents do hereby agree as follows:

1. SALE OF CERTAIN ASSETS. The Seller agrees to sell and the Buyer agrees to buy the following assets of the Business (the "assets"): 
   
   (a) Personal Property. All personal property now owned by the Seller, and used or usable in connection with the Business, including without limiting the generality of the foregoing, all furniture, fixtures and equipment, said personal property being more particularly described in the list attached hereto and marked Exhibit "A" (the "Personal Property").
   
   (b) Inventory. The inventory of the Business as hereinafter described.
   
   (c) Business and Good Will. The Buyer shall be given all rights of the Seller to the business and good will of the Seller and all of Seller's right to use the name "Ashland Pizza Palace" and the current telephone numbers.
(d) Recipes, customer lists, websites and social media, including Facebook, if any.

(e) **Transfer of Licenses.** To the extent that they are transferable the Seller shall transfer to the Buyer all of the licenses currently used by the Seller in the operation of the Business, including the wine and malt beverage restaurant license (the "beer and wine license"), a copy of which is attached hereto, and the common victuallers license (the "common victuallers license") currently issued to the Seller.

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

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

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

(b) Accounts receivable.

(c) Loans to employees.

(d) Corporate records, minute books, income or corporate excise tax returns or records relating thereto, bank records, monthly or annual accounting reports or accounts payable vouchers, paid checks, general operating and receivable ledgers, cash receipt books, federal and state employee earnings reports, payroll records, journals, and other similar books and accounts, for any period or periods prior to the closing date.
3. **PURCHASE PRICE.** (a) For said Bill of Sale, conveyance and transfer, the Buyer, or its nominee, shall pay the total sum of Four Hundred Fifty Thousand and 00/100 ($450,000) Dollars as follows:

(i) Fifty Thousand and 00/100 ($50,000) Dollars has been paid upon the execution hereof, the receipt of which is acknowledged by the Seller; and

(ii) Fifty Thousand and 00/100 ($50,000) Dollars shall be paid in cash or by certified, bank treasurer's check or Buyer's lender's counsel's client funds check or other good funds at the time of closing; and

(iii) The balance in the amount of Three Hundred Fifty Thousand and 00/100 ($350,000) Dollars shall be paid by a promissory note (hereinafter referred to as “Note”) of the Buyer on the date of closing bearing interest at the rate of six (6%) percent per annum payable to the Seller in or within five (5) years from the date of the closing in sixty (60) equal monthly installments of Six Thousand Seven Hundred Sixty-six and 52/100 ($6,766.52) Dollars. The Note shall be secured by a security interest on the assets of the Business and a financing statement. In addition, the Note shall be secured by a pledge of the beer and wine license. In the event that the Business is purchased by an entity the Note shall be personally guaranteed by John Gergos and Monir Fakhouri. The first payment shall be due one (1) month after the date of closing.

A default pursuant to the Buyer’s lease of the premises shall also constitute a default under the Note. There shall be no penalty for the prepayment of the principal, in whole or in part.

(b) **Addition to Purchase Price.** In addition to the purchase price set forth in paragraph (a) above, the Buyer, shall be responsible to pay to the Seller the amount of inventory of useable and saleable products for sale in the regular course of the Seller’s business. The value
of the inventory shall be Seller’s cost of same. The amount of inventory shall be paid by Buyer at closing by certified check, bank treasurer’s check, wired-funds or other good funds described in Section 16(c) below.

(c) Other Adjustments. Adjustments shall be made at the time of the closing for the following: pre-paid license fees, pre-paid utility deposits and for all prepaid contracts and all other matters customarily adjusted at a closing for the sale of a business as long as Seller is credited with the amount so paid.

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

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

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

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

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

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

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

Gaided, Joseph - Ashland Pizza Palace, Ashland, MA/Gergos CLEAN 04.8.19
(f) The Bill of Sale and instruments of assignment to be delivered at the closing will transfer to the Buyer all of the Personal Property used by the Seller at the location of the Business except with regard to any Personal Property otherwise noted on Exhibit A attached hereto.

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

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

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

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

(k) The assets of the Business shall at the time of closing be in working order on the day of closing; and the Business premises shall be in substantially the same condition it is now, reasonable wear and tear and customary business variation excepted, and in compliance with state and local building and health code requirements. The Buyer reserves the right to inspect the assets and Business premises within 24 hours prior to the time of closing.

(l) The Seller has paid or will pay prior to closing all taxes, including social security, withholding, sales taxes, meals taxes, cigarette taxes and unemployment taxes relating to the operation of the Business and due and payable by it to the town, state and federal governments prior to the closing date.
(m) The Seller has filed or will file, prior to the closing, all tax returns required by law to be filed for all periods prior to the closing and has paid or will pay all taxes due and payable by Seller to the federal, state, county or town governments for all periods prior to the closing.

5. **NO ASSUMPTION OF LIABILITIES.** The parties agree and acknowledge that the Buyer is not assuming any liabilities or obligations of the Seller whatsoever with regard to the Business unless expressly set forth herein.

6. **CLOSING.** The closing shall take place at Buyer’s lender’s counsel’s office in or within seven (7) days after all licenses necessary to operate the Business (not including the beer and wine license) have been transferred to, issued to, the Buyer, unless some other time and place shall have been mutually agreed upon. Provided, however, in the event that said licenses have not been obtained or transferred by April 30, 2019, either party may terminate this Agreement upon ten (10) days’ written notice to other (unless said licenses are obtained or transferred within such ten (10) day period in which event this Agreement shall not be terminated) and all deposits made hereunder shall be refunded forthwith.

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

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

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

(c) Tax Lien Waiver Certificate issued by the Massachusetts Department of Revenue.
(d) A vote of all of the issued and outstanding shares of the stock of the Seller entitled to vote, authorizing the sale of the Business to the Buyer.

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

7. **COVENANT NOT TO COMPETE.** The Seller agrees that the Seller, and its principal, Joseph Gaied, shall execute a Covenant Not to Compete at the closing pursuant to which the Seller and Joseph Gaied shall agree not to engage in the pizza restaurant business as owner, partner, stockholder, employee or in any other capacity for a period of five (5) years within a radius of five (5) miles of the Business.

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

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

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

11. **INDEMNIFICATION.** Seller agrees to pay all creditors prior to closing. Seller shall indemnify Buyer from and against all claims of creditors. Seller shall execute an indemnification agreement in a form prepared by Buyer and reasonably acceptable to Seller, indemnifying Buyer from creditors as well as from all other claims that may arise as a result of Seller’s operation of the Business prior to the date of closing and indemnifying Seller from creditors as well as from all other claims that may arise as a result of Buyer’s operation of the Business after the date of closing.

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

13. **DEPOSIT.** All deposits made hereunder shall be held in escrow by Gregory C. Demakis, Esquire, attorney for the seller, and duly accounted for at closing.
14. **BUYER'S DEFAULT.** In the event of default of the Buyer hereunder, any
deposit paid by the Buyer hereunder shall be retained by the Seller as liquidated damages, which
shall be the sole remedy at law and in equity for the Seller.

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

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

(a) The transfer from Seller or the direct procurement by Buyer from appropriate
authorities, of all necessary licenses, permits and approvals for the operation of a restaurant and
the Business as it is currently being operated except for the beer and wine license. This shall
include, but not be limited to the common victuallers license, occupancy permit or any other
permits or permissions. If the Buyer elects to purchase the Business prior to the approval of the
transfer of the beer and wine license, Buyer agrees that there shall be absolutely no sale of beer
and wine (or other alcoholic beverages) until the beer and wine license is issued to the Buyer.
The Seller shall cooperate with the Buyer with regard to the transfer of the beer and wine license
to the Seller, shall sign and deliver any documents necessary for the transfer of the license and
shall provide a Certificate of Good Standing issued by the Massachusetts Department of
Revenue and a Certificate of Compliance issued by the Massachusetts Department of
Unemployment Assistance within fifteen (15) days from the date this Agreement is signed by
both the Seller and Buyer. In the event that any repairs or replacements must be made to the
premises or the Business for the issuance of any license permit or approval, or if the Town of
Ashland requires the installation of an underground grease trap as a condition to the issuance of a
food permit, the Seller shall not be responsible for paying the cost of same. If the Buyer chooses not to pay for same, then this Agreement shall be terminated and all deposits shall be returned forthwith to the Buyer.

(b) The full and complete execution of a lease between the owner of the premises at which the Business is located, as landlord, and the Buyer, as tenant, for the premises at 72 Union Street, Ashland, Massachusetts which lease shall be in the form attached hereto as Exhibit “B”.

(c) The Buyer being satisfied with the Seller’s financial records and the sales of the Business. Within five (5) days after the execution hereof, the Seller shall provide to the Buyer its 2016, 2017 and 2018 tax returns. In addition, the Seller will provide to Buyer its 2019 year to date sales and expenses.

If any of these conditions are not satisfied, then this Agreement shall terminate and all deposits hereunder shall be returned forthwith to the Buyer, provided that written notice of termination is given to the Seller by no later than 15 days from receipt by the Buyer of the items set forth in subsection 16(c) above with regard to subsection (c) above.

17. **USE OF PURCHASE MONEY TO CLEAR TITLE.** To enable the Seller to make conveyance and transfer as herein provided, the Seller may at the time of delivery of the Bill of Sale and other instruments of transfer, use the purchase money or any portion thereof, to clear title of any or all encumbrances; PROVIDED, that all instruments so procured are recorded simultaneously, or reasonably thereafter, with the delivery of said Bill of Sale.

18. **BUYER’S ACKNOWLEDGMENTS.** Buyer acknowledges that Buyer, or Buyer’s representatives, has had or will have had the opportunity to examine the books and records of the Seller and to observe the Business and its sales and acknowledges that the Seller
has not made, nor does it make any representations, warranties or statements as to the volume of the Business, sales and expenses or any other matter or thing relating to and affecting the Business, except as specifically set forth herein and Buyer expressly acknowledges that Buyer does not rely on any such representations, warranties or statements in entering into this transaction.

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

for Buyer: Thomas T. Truax, Esquire
Kalikow, Kalikow & Truax
530 Loring Avenue, Suite 101
Salem, MA 01970
Tel: (978) 741-9000
Fax: (978) 741-2020
tttruax@comcast.net

for Seller: Gregory C. Demakis, Esquire
Demakis Law Offices PC.
56 Central Avenue
Lynn, MA 01901
Tel: 781-595-3311
Fax: 781-592-4990
demakis@demakislaw.com

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

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

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

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

23. **SUBSEQUENT DOCUMENTS.** All parties hereto agree, from time to time, after closing, to execute, acknowledge and deliver such after documents as it may reasonably be required by any party this Agreement in order to give full effect to any of the provisions hereof, as the same may have been modified to the date of closing, including without limitation, an updated Certificate of Good Standing from the Massachusetts Department of Revenue and/or an updated Certificate of Compliance from the Massachusetts Department of Unemployment Assistance.
Signed as a sealed instrument on the date first above written.

Seller:
Karras, Inc.

By: ________________________________
    Joseph Gaied, President

Buyer:

[Signature]
John Gergos

Buyer:

[Signature]
Monir Fakhouri
EXHIBIT A

LIST OF FURNITURE, FIXTURES AND EQUIPMENT

1. 3 Pizza ovens
2. 1 grill
3. 1 stove
4. 2 fryers
5. 1 microwave
6. 1 two-door fridge
7. 2 salad units
8. 1 warmer
9. 2 stainless steel tables
10. 1 slicer
11. 1 dough mixer
12. 1 dough roller
13. 2 deep freezers
14. 1 upright freezer
15. 1 three-bay sink
16. 1 walk-in cooler
17. 2 vending machines
18. 8 tables
19. 4 LED monitor menu signs
20. 1 cash register
21. 1 credit card machine
EXHIBIT B

CONTRACTS TO BE ASSUMED BY BUYER

NONE
DESIGNATION OF NOMINEE

I, John Gergos, Buyer under a certain Asset Purchase Agreement dated March____, 2019, by and between Karras, Inc., as Seller, and John Gergos or his corporate or LLC nominee, as Buyer, hereby designate Evon, Inc. as Buyer/nominee under said Asset Purchase Agreement.

Dated this 30th day of April, 2019.

John Gergos
CORPORATE VOTE

The Board of Directors or LLC Managers of Evon, Inc. and the Commonwealth of Massachusetts Alcoholic Beverages Control Commission on May 6, 2019

For the following transactions (Check all that apply):

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

“VOTED: To authorize John S. Gergos

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 John S. Gergos

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,

[Signature]
Corporate Officer /LLC Manager Signature

[Signature]
Corporation Clerk's Signature

John S. Gergos (Print Name)
## TD Convenience Checking

**JOHN S GERGOS OR JAKLEEN E GERGOS**

### Account Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>95,622.44</td>
</tr>
<tr>
<td>Deposits</td>
<td>5,584.12</td>
</tr>
<tr>
<td>Electronic Deposits</td>
<td>2,455.38</td>
</tr>
<tr>
<td>Checks Paid</td>
<td>309.08</td>
</tr>
<tr>
<td>Electronic Payments</td>
<td>10,326.44</td>
</tr>
<tr>
<td>Service Charges</td>
<td>1.00</td>
</tr>
<tr>
<td>Subtotal:</td>
<td>5,584.12</td>
</tr>
</tbody>
</table>

### Deposits

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/08</td>
<td>MOBILE DEPOSIT</td>
<td>2,500.00</td>
</tr>
<tr>
<td>04/08</td>
<td>MOBILE DEPOSIT</td>
<td>594.12</td>
</tr>
<tr>
<td>04/12</td>
<td>MOBILE DEPOSIT</td>
<td>2,500.00</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal:</strong></td>
<td><strong>5,684.12</strong></td>
</tr>
</tbody>
</table>

### Electronic Deposits

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/22</td>
<td>ACH DEPOSIT, MIA PIZZA INC. QUICKBOOKS</td>
<td>409.54</td>
</tr>
<tr>
<td></td>
<td>****21004</td>
<td></td>
</tr>
<tr>
<td>03/22</td>
<td>ACH DEPOSIT, MIA PIZZA INC. QUICKBOOKS</td>
<td>818.15</td>
</tr>
<tr>
<td></td>
<td>****21004</td>
<td></td>
</tr>
<tr>
<td>04/05</td>
<td>ACH DEPOSIT, MIA PIZZA INC. QUICKBOOKS</td>
<td>409.54</td>
</tr>
<tr>
<td></td>
<td>****21004</td>
<td></td>
</tr>
<tr>
<td>04/05</td>
<td>ACH DEPOSIT, MIA PIZZA INC. QUICKBOOKS</td>
<td>818.15</td>
</tr>
<tr>
<td></td>
<td>****21004</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal:</strong></td>
<td><strong>2,455.38</strong></td>
</tr>
</tbody>
</table>

### Checks Paid

<table>
<thead>
<tr>
<th>Date</th>
<th>No. Checks</th>
<th>Amount</th>
<th>Date</th>
<th>Ref.</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/18</td>
<td>985</td>
<td>282.08</td>
<td>04/03</td>
<td>989</td>
</tr>
<tr>
<td>03/29</td>
<td>988*</td>
<td>25.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal:</strong></td>
<td><strong>309.08</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Electronic Payments

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/26</td>
<td>ACH DEBIT, TD BANK PAYMENT JAKLEEN E GERE</td>
<td>259.71</td>
</tr>
<tr>
<td>03/26</td>
<td>ELECTRONIC PMT-TEL, TJX REWARDS MC TJX TLPAY ****489447N</td>
<td>244.13</td>
</tr>
<tr>
<td>04/01</td>
<td>ELECTRONIC CK PMT-ARC, NATIONAL GRID - CHECK PYMT 0988</td>
<td>311.23</td>
</tr>
<tr>
<td>DATE</td>
<td>DESCRIPTION</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>-------</td>
<td>-------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>04/01</td>
<td>ELECTRONIC CK PMT-ARC, NATIONAL GRID - CHECK PYMT 0987</td>
<td>325.03</td>
</tr>
<tr>
<td>04/03</td>
<td>ACH DEBIT, WF HOME MTG AUTO PAY ****401657</td>
<td>3,852.91</td>
</tr>
<tr>
<td>04/09</td>
<td>ACH DEBIT, SEARS PAYMENT PAYMENT ****30221884824</td>
<td>5,333.43</td>
</tr>
</tbody>
</table>

**Subtotal:** 10,326.44

**Service Charges**

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/12</td>
<td>PAPER STATEMENT FEE</td>
<td>1.00</td>
</tr>
</tbody>
</table>

**Subtotal:** 1.00
TD Convenience Checking

JOHN S GEGROS OR
JAKLEEN E GEGES

Account # 824-6210046

ACCOUNT SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>241,431.91</td>
</tr>
<tr>
<td>Deposits</td>
<td>12,366.61</td>
</tr>
<tr>
<td>Electronic Deposits</td>
<td>2,455.38</td>
</tr>
<tr>
<td>Checks Paid</td>
<td>791.79</td>
</tr>
<tr>
<td>Electronic Payments</td>
<td>7,472.06</td>
</tr>
<tr>
<td>Other Withdrawals</td>
<td>152,368.61</td>
</tr>
<tr>
<td>Service Charges</td>
<td>1.00</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>95,022.44</td>
</tr>
</tbody>
</table>

Average Collected Balance: 189,537.38
Interest Earned This Period: 0.00
Interest Paid Year-to-Date: 0.00
Annual Percentage Yield Earned: 0.00%
Days in Period: 28

DAILY ACCOUNT ACTIVITY

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/26</td>
<td>MOBILE DEPOSIT</td>
<td>2,500.00</td>
</tr>
<tr>
<td>03/04</td>
<td>DEPOSIT</td>
<td>7,366.61</td>
</tr>
<tr>
<td>03/08</td>
<td>MOBILE DEPOSIT</td>
<td>2,500.00</td>
</tr>
</tbody>
</table>

Subtotal: 12,366.61

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/22</td>
<td>ACH DEPOSIT, MIA PIZZA INC. QUICKBOOKS ****21004</td>
<td>409.54</td>
</tr>
<tr>
<td>02/22</td>
<td>ACH DEPOSIT, MIA PIZZA INC. QUICKBOOKS ****21004</td>
<td>818.15</td>
</tr>
<tr>
<td>03/08</td>
<td>ACH DEPOSIT, MIA PIZZA INC. QUICKBOOKS ****21004</td>
<td>409.54</td>
</tr>
<tr>
<td>03/08</td>
<td>ACH DEPOSIT, MIA PIZZA INC. QUICKBOOKS ****21004</td>
<td>818.15</td>
</tr>
</tbody>
</table>

Subtotal: 2,455.38

Checks Paid:

<table>
<thead>
<tr>
<th>Date</th>
<th>Check No</th>
<th>Amount</th>
<th>Date</th>
<th>Check No</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/01</td>
<td>979</td>
<td>345.54</td>
<td>03/04</td>
<td>981</td>
<td>307.50</td>
</tr>
<tr>
<td>03/04</td>
<td>980</td>
<td>138.75</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal: 791.79
### Electronic Payments

<table>
<thead>
<tr>
<th>DATE</th>
<th>PAYMENT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/04</td>
<td>ELECTRONIC CK PMT-ARC, TJ MAXX MC CHECK PYMT 0982</td>
<td>133.35</td>
</tr>
<tr>
<td>03/04</td>
<td>ELECTRONIC CK PMT-ARC, NATIONAL GRID - CHECK PYMT 0983</td>
<td>307.91</td>
</tr>
<tr>
<td>03/04</td>
<td>ELECTRONIC CK PMT-ARC, NATIONAL GRID - CHECK PYMT 0984</td>
<td>308.62</td>
</tr>
<tr>
<td>03/05</td>
<td>ACH DEBIT, SEARS PAYMENT PAYMENT ****99998592910</td>
<td>2,869.27</td>
</tr>
<tr>
<td>03/06</td>
<td>ACH DEBIT, WF HOME MTG AUTO PAY ****401657</td>
<td>3,852.91</td>
</tr>
</tbody>
</table>

Subtotal: 7,472.06

### Other Withdrawals

<table>
<thead>
<tr>
<th>DATE</th>
<th>PAYMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/04</td>
<td>DEBIT</td>
</tr>
</tbody>
</table>

Subtotal: 152,366.61

### Service Charges

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/13</td>
<td>PAPER STATEMENT FEE</td>
<td>1.00</td>
</tr>
</tbody>
</table>

Subtotal: 1.00

### Statement Activity 02/13 to 03/04

<table>
<thead>
<tr>
<th>DATE</th>
<th>BALANCE</th>
<th>DATE</th>
<th>BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/13</td>
<td>241,431.91</td>
<td>03/05</td>
<td>95,748.66</td>
</tr>
<tr>
<td>02/22</td>
<td>242,659.60</td>
<td>03/06</td>
<td>91,895.75</td>
</tr>
<tr>
<td>02/26</td>
<td>245,159.60</td>
<td>03/08</td>
<td>95,623.44</td>
</tr>
<tr>
<td>03/01</td>
<td>244,814.06</td>
<td>03/13</td>
<td>95,622.44</td>
</tr>
<tr>
<td>03/04</td>
<td>96,617.93</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# TD Convenience Checking

**Account # 824-5210046**

<table>
<thead>
<tr>
<th>Account Summary</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>234,356.46</td>
</tr>
<tr>
<td>Deposits</td>
<td>14,666.61</td>
</tr>
<tr>
<td>Electronic Deposits</td>
<td>2,455.38</td>
</tr>
<tr>
<td>Checks Paid</td>
<td>183.08</td>
</tr>
<tr>
<td>Electronic Payments</td>
<td>10,062.46</td>
</tr>
<tr>
<td>Service Charges</td>
<td>1.00</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>241,431.81</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account Summary</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Collected</td>
<td>236,539.07</td>
</tr>
<tr>
<td>Interest Earned This Period</td>
<td>0.00</td>
</tr>
<tr>
<td>Interest Paid Year-to-Date</td>
<td>0.00</td>
</tr>
<tr>
<td>Annual Percentage Yield Earned</td>
<td>0.00%</td>
</tr>
<tr>
<td>Days in Period</td>
<td>31</td>
</tr>
</tbody>
</table>

## Daily Account Activity

### Deposits

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/23</td>
<td>MOBILE DEPOSIT</td>
<td>2,500.00</td>
</tr>
<tr>
<td>01/28</td>
<td>MOBILE DEPOSIT</td>
<td>2,500.00</td>
</tr>
<tr>
<td>02/04</td>
<td>MOBILE DEPOSIT</td>
<td>2,500.00</td>
</tr>
<tr>
<td>02/11</td>
<td>DEPOSIT</td>
<td>7,366.61</td>
</tr>
</tbody>
</table>

Subtotal: 14,866.61

### Electronic Deposits

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/25</td>
<td>ACH DEPOSIT, MIA PIZZA INC. QUICKBOOKS ****21004</td>
<td>409.54</td>
</tr>
<tr>
<td>01/25</td>
<td>ACH DEPOSIT, MIA PIZZA INC. QUICKBOOKS ****21004</td>
<td>818.15</td>
</tr>
<tr>
<td>02/08</td>
<td>ACH DEPOSIT, MIA PIZZA INC. QUICKBOOKS ****21004</td>
<td>409.54</td>
</tr>
<tr>
<td>02/08</td>
<td>ACH DEPOSIT, MIA PIZZA INC. QUICKBOOKS ****21004</td>
<td>818.15</td>
</tr>
</tbody>
</table>

Subtotal: 2,455.38

### Checks Paid

<table>
<thead>
<tr>
<th>CHECK NO</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/11</td>
<td>976</td>
</tr>
<tr>
<td>02/01</td>
<td>977</td>
</tr>
</tbody>
</table>

Subtotal: 183.08

### Electronic Payments

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/14</td>
<td>ELECTRONIC PMT-WEB, MACYS ONLINE PMT ****55344224611</td>
<td>77.35</td>
</tr>
<tr>
<td>01/15</td>
<td>ACH DEBIT, TD BANK PAYMENT JAKLEEN E GERGES</td>
<td>292.65</td>
</tr>
<tr>
<td>01/30</td>
<td>ELECTRONIC PMT-WEB, MACYS ONLINE PMT ****70519892733</td>
<td>135.78</td>
</tr>
<tr>
<td>02/01</td>
<td>ELECTRONIC CK PMT-ARC, NATIONAL GRID - CHECK PYMT 0975</td>
<td>315.19</td>
</tr>
</tbody>
</table>

Call 1-800-247-7300 for 24-hour Bank-by-Phone services or submit to www.tdcanada.com
# Daily Account Activity

## Electronic Payments (continued)

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/04</td>
<td>ELECTRONIC CK PMT-ARC, TJ MAXX MC CHECK PYMT 0978</td>
<td>121.96</td>
</tr>
<tr>
<td>02/04</td>
<td>ELECTRONIC CK PMT-ARC, NATIONAL GRID - CHECK PYMT 0974</td>
<td>320.19</td>
</tr>
<tr>
<td>02/06</td>
<td>ACH DEBIT, YW HOME MTG AUTO PAY ****401657</td>
<td>3,852.91</td>
</tr>
<tr>
<td></td>
<td>ACH DEBIT, SEARS PAYMENT PAYMENT ****76060541569</td>
<td>4,946.23</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal:</strong></td>
<td>10,062.46</td>
</tr>
</tbody>
</table>

## Service Charges

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/13</td>
<td>PAPER STATEMENT FEE</td>
<td>1.00</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal:</strong></td>
<td>1.00</td>
</tr>
</tbody>
</table>

## Daily Balance Summary

<table>
<thead>
<tr>
<th>DATE</th>
<th>BALANCE</th>
<th>DATE</th>
<th>BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/13</td>
<td>234,356.46</td>
<td>02/01</td>
<td>239,591.90</td>
</tr>
<tr>
<td>01/14</td>
<td>234,279.11</td>
<td>02/04</td>
<td>241,649.75</td>
</tr>
<tr>
<td>01/15</td>
<td>233,966.26</td>
<td>02/06</td>
<td>232,850.61</td>
</tr>
<tr>
<td>01/23</td>
<td>236,466.26</td>
<td>02/08</td>
<td>234,078.30</td>
</tr>
<tr>
<td>01/25</td>
<td>237,713.95</td>
<td>02/11</td>
<td>241,432.91</td>
</tr>
<tr>
<td>01/28</td>
<td>240,213.95</td>
<td>02/13</td>
<td>241,431.91</td>
</tr>
<tr>
<td>01/30</td>
<td>240,078.17</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# TD Simple Savings

**JAKLEEN E GERGES**

Account # 00008372859668

## Account Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>500.70</td>
</tr>
<tr>
<td>Deposits</td>
<td>152,366.61</td>
</tr>
<tr>
<td>Other Credits</td>
<td>6.14</td>
</tr>
<tr>
<td><strong>Ending Balance</strong></td>
<td>152,873.59</td>
</tr>
</tbody>
</table>

- **Interest Earned This Period**: 6.28
- **Interest Paid Year-to-Date**: 5.31
- **Annual Percentage Yield Earned**: 0.00%
- **Days in Period**: 639

## Daily Account Activity

### Deposits

<table>
<thead>
<tr>
<th>Date</th>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/04</td>
<td>DEPOSIT</td>
<td>152,366.61</td>
</tr>
</tbody>
</table>

**Subtotal**: 152,366.61

### Other Credits

<table>
<thead>
<tr>
<th>Date</th>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/28</td>
<td>INTEREST PAID</td>
<td>0.02</td>
</tr>
<tr>
<td>03/31</td>
<td>INTEREST PAID</td>
<td>0.03</td>
</tr>
<tr>
<td>04/30</td>
<td>INTEREST PAID</td>
<td>0.02</td>
</tr>
<tr>
<td>05/31</td>
<td>INTEREST PAID</td>
<td>0.02</td>
</tr>
<tr>
<td>06/30</td>
<td>INTEREST PAID</td>
<td>0.02</td>
</tr>
<tr>
<td>07/31</td>
<td>INTEREST PAID</td>
<td>0.02</td>
</tr>
<tr>
<td>08/31</td>
<td>INTEREST PAID</td>
<td>0.02</td>
</tr>
<tr>
<td>09/30</td>
<td>INTEREST PAID</td>
<td>0.02</td>
</tr>
<tr>
<td>10/31</td>
<td>INTEREST PAID</td>
<td>0.02</td>
</tr>
<tr>
<td>11/30</td>
<td>INTEREST PAID</td>
<td>0.02</td>
</tr>
<tr>
<td>12/31</td>
<td>INTEREST PAID</td>
<td>0.02</td>
</tr>
<tr>
<td>01/31</td>
<td>INTEREST PAID</td>
<td>0.02</td>
</tr>
<tr>
<td>02/28</td>
<td>INTEREST PAID</td>
<td>0.02</td>
</tr>
<tr>
<td>03/31</td>
<td>INTEREST PAID</td>
<td>5.87</td>
</tr>
</tbody>
</table>

**Subtotal**: 6.14
AFFIDAVIT

I,Jakleen E. Gergos, of 22 Wildes Road, Chelmsford, MA hereby state the following:

1. I am the wife of John S. Gergos.

2. I have no direct or indirect beneficial or financial interest in the restaurant wines and malt beverages license that my husband has applied for and to be exercised at 74 Union Street, Ashland, MA.

3. I am aware that up to $100,000.00 from our TD Bank Account #824-5210046 will be used to purchase certain assets of Karras, Inc., d/b/a 74 Union Street, Ashland, MA, including a restaurant wines and malt beverages license to be exercised at 74 Union Street, Ashland, MA, and consent to such use.

Signed under the pains and penalties of perjury this 31 day of May, 2019

[Signature]

Jakleen E. Gergos
PROMISSORY NOTE

$350,000.00 May 6, 2019

FOR VALUE RECEIVED, Evon, Inc., a Massachusetts corporation with a usual place of business at 72 Union Street, Ashland, Massachusetts 01721, promises to pay to the order of Karras, Inc., a Massachusetts corporation with an office at 6 Manchester Circle Holliston, Massachusetts 01746, the principal sum of Three Hundred Fifty Thousand and 00/100 ($350,000) DOLLARS together with interest at the annual rate of five (5.0%) percent per annum payable in or within five (5) years from the date hereof in fifty-nine (59) consecutive monthly installments of Six Thousand Six Hundred Four and 93/100 ($6,604.93) Dollars each due and payable on the 6th day of each month, commencing June 6, 2019, and a final installment of the then outstanding principal balance together with interest thereon, late charges, if any, due on May 6, 2024.

FAILURE TO PAY ANY OF SAID INSTALLMENTS WITHIN TEN (10) DAYS FROM THE DATE WHEN THE SAME BECOMES DUE SHALL SUBJECT THE BORROWER TO A DELINQUENCY CHARGE OF FIVE (5%) PERCENT OF THE PRINCIPAL AND INTEREST THEN OWING.

The entire unpaid balance thereof shall, at the option of the holder hereof, become immediately due and payable upon the occurrence of any of the following events:

1. Failure of the undersigned to make payment hereunder within fifteen (15) days when due.

2. Default by the maker hereof after the expiration of any applicable cure period in the performance of any covenant or condition in the Security Agreement securing the payment of the indebtedness evidenced hereby.

3. Default by the maker hereof in the performance of any covenant or condition in the lease dated May 6, 2019, wherein Joseph Gaied, Trustee of the LauraMelissa Realty Trust is named as Lessor and Evon, Inc., is named as Lessee.

The holder hereof may exercise this option to accelerate during any default regardless of any prior forbearance.

If suit is brought to collect this Note, the holder hereof shall be entitled to collect from the undersigned all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

This Note may be prepaid in whole or in part at any time without prepayment penalty or charges

All sums due hereunder shall be paid in lawful currency of the United States of America.

In the event that a substantial majority of the assets described in the Security Agreement securing this Note is sold, transferred, leased, conveyed, mortgaged or otherwise voluntarily encumbered not in the ordinary course of business without the written consent of the holder

Gaied, Joseph re: sale of Ashland Pizza Palace, 72 Union St. Ashland/closing docs

[Signature]
hereof, during the term of this Note or during any additional time in which the balance due hereunder is unpaid, the entire unpaid balance shall become immediately due and payable at the option of the holder hereof. A transfer of more than 49% of the ownership interest in the maker corporation, either at one time or in the aggregate, other than as a consequence of death of any stockholder of the corporation, shall be deemed to be a transfer of said assets.

Presentation, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof.

This Note is secured by a Security Agreement on the personal property owned by the maker hereof and located at 72 Union Street, Ashland, Massachusetts and by a UCC Financing Statement filed with the Secretary of State's Office in Boston, Massachusetts.

SIGNED AS A SEALED INSTRUMENT this 6th day of May 2019.

Witness: [Signature]

EVON, INC.

By: [Signature]  
John S. Gergos, President
LICENSE PLEDGE AGREEMENT

Evon, Inc., a Massachusetts corporation with a usual place of business at 72 Union Street, Ashland, Massachusetts (hereinafter called the "Pledgor") and Karras, Inc., a Massachusetts corporation with an office at 6 Manchester Circle, Holliston, Massachusetts (hereinafter called the "Pledgee") hereby agree as follows:

1. To secure the payment of a promissory note of even date payable by the Pledgor to the Pledgee, in the principal amount of Three Hundred Fifty Thousand and 00/100 ($350,000) Dollars (the "Note"), the Pledgor hereby grants to the Pledgee a security interest in (including, without limitation, a lien on and pledge on all the Pledgor's Collateral (as hereinafter defined).

2. As used herein the following words and phrases shall have the following meanings:

   a. "License" shall mean and refer to the Pledgor's license for the sale of beer and wine on the Premises at 72 Union Street, Ashland, Massachusetts, granted by the Alcoholic Beverages Control Commission and the Ashland Licensing Commission.

   b. "Obligations" shall include, without limitation, all loans, advances, indebtedness, notes, liabilities and amounts, liquidated or unliquidated, owing from the Pledgor to the Pledgee at any time, each of every kind, nature and description, whether arising under this Agreement or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly from the Pledgor to the Pledgee; or are due indirectly from the Pledgor to the Pledgee as assignee), absolute or contingent, due or to become due, now existing or hereafter contracted. Said obligations shall also include all interest and other charges chargeable to the Pledgor or due from the Pledgor to Pledgee from time to time and all costs and expenses referred to in paragraph 3(g) of this Agreement.

   c. "Collateral" shall mean and refer to the Pledgee's License, utilized in the conduct of the Pledgor's business, all renewals or extensions thereof, and all proceeds thereof, and all of the assets of the Pledgor's business.

   d. "Code" shall mean and refer to the Massachusetts Uniform Commercial Code as in effect from time to time.

3. The Pledgor hereby warrants to, represents to and covenants with the Pledgee:

   a. The Pledgor is the licensee of the License free and clear of all security interests, liens and encumbrances and the Pledgor will warrant and defend the same and the Pledgee's security interest therein against the claims and demands of all persons.

   b. The Pledgor will keep the Collateral free and clear of all attachments, claims, liens, security interests and encumbrances of any kind and nature.

Gaied, Joseph re: sale of Ashland Pizza Palace, 72 Union St. Ashland/Pledge Agreement
c. Until all of the Obligations of the Pledgor are satisfied in full the Pledgor will not sell, transfer or otherwise dispose of the License or any interest therein.

d. The Pledgor will use the License in full compliance with all applicable laws and as may be consistent with any policy of insurance relating thereto.

e. The License is all of the licenses used in selling wine and malt beverages and in conducting business at the Premises, and Pledgor shall be the holder of the License in its name and shall be entitled to all privileges granted thereby.

f. The License shall be kept in full force and effect and shall not be encumbered. Pledgor presently knows of no event or action which might result in the failure of the License to issue or in the suspension, revocation, cancellation or forfeiture of its rights under the License.

g. The Pledgor will indemnify and save the Pledgee harmless from all loss, cost, damage, liability or expense including reasonable attorney’s fees, which the Pledgee may sustain or incur by reason of defending or protecting the security interest hereby granted, the priority thereof, the enforcement of any of the Obligations or in the prosecution or defense of any action or proceeding concerning any matter growing out of or connected with this Agreement, the Obligations or the Collateral.

h. The Pledgor will conduct its business in a lawful manner in order to preserve all of its rights and privileges under the License.

i. The Pledgor will apply timely for renewal of the License and take such other action as may be necessary to obtain such renewal.

j. The Pledgor will notify the Pledgee in writing immediately upon receipt of its receipt of any notice of any proceeding or order relating to the modification, renewal, cancellation or suspension of the License.

4. The Pledgor will promptly pay when due, all taxes and assessments on or relating to the Collateral or for its use or operation, or upon this Security Agreement or any note, instrument or other agreement evidencing or given in connection with or as security for any of the Obligations, and Pledgor will provide the Pledgee with copies of all returns evidencing payment of all taxes and assessments on or relating to the Collateral.

5. The Pledgee, may, at its option: (a) pay any sum required to discharge any taxes or liens placed on the Collateral; and (b) pay any sum necessary in the judgment of the Pledgee for the maintenance or preservation of the Collateral. On demand, the Pledgor will reimburse the Pledgee for any payment made or expense incurred by the Pledgee hereunder, with interest at twelve percent (12%) per annum.

6. The occurrence of any of the following events shall be a default by the Pledgor hereunder: (a) failure of the Pledgor to pay or perform any of the Obligations, when due after any applicable cure period; (b) any warranty, representation or statement made or furnished to
the Pledgee by the Pledgor or in the Pledgor's behalf proves to have been false in any material respect when made or furnished; (c) any event shall occur which results in the acceleration of the maturity of any indebtedness (whether for money borrowed or otherwise of the Pledgor to others); (d) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, the Pledgor or any endorser or guarantor of any of the Obligations; (e) the calling or sufferance by the Pledgor of a meeting of the creditors of the Pledgor or the occurrence of a meeting by the Pledgor or a representative thereof with a formal or informal committee of creditors of the Pledgor; or (f) breach by the Pledgor of any warranty, representation, covenant or agreement contained in this Agreement of in any instrument, document or agreement executed pursuant hereto. Notwithstanding anything herein to the contrary, a default shall occur in the performance of this Agreement when the same shall not be cured by Pledgor within fifteen (15) days after mailing notice of said default by Pledgee.

7. Upon any default by the Pledgor hereunder, all Obligations shall, at the Pledgee's option, without notice or demand and notwithstanding any terms for payment set forth in any note or instrument evidencing any of the Obligations, become immediately due and payable; and then and thereafter the Pledgee shall have all rights and remedies specified herein and all rights and remedies of a secured party under the Code, provided same is in accordance with the laws of the Commonwealth of Massachusetts and the rules and regulations of the Massachusetts Alcoholic Beverage Commission (the "ABCC"). The Pledgee may take and maintain possession of the Collateral upon the Pledgor's premises or may remove the same to such other place or places as Pledgee may determine. The Pledgee will give the Pledgor reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition is to be made. The requirement of reasonable notice shall be met if such notice is mailed, certified or registered, postage prepaid, to the address of the Pledgor first hereinabove set forth at least five days before the time of sale or other intended disposition. The Pledgor shall pay all of the Pledgee's expenses of retaking, holding, preparing for sale, selling or any other action similarly relating to realization on the Collateral which expenses shall also include reasonable attorney's fees. Pledgor further agrees to assist Pledgee in obtaining the approval by such officials, authorities and commissions necessary for the sale or transfer of the License and to pay legal costs and expenses incurred by the Pledgee with regard to same. Nothing herein shall be construed to permit the sale of alcoholic beverages or the transfer of the License except in accordance with the laws of the Commonwealth of Massachusetts and the rules and regulations of the ABCC.

8. No delay or failure on the part of the Pledgee in exercising any right, privilege or, remedy or option hereunder shall operate as a waiver thereof. No waiver whatever shall be valid and binding on the Pledgee unless contained in writing duly executed by the Pledgee and then only to the extent therein set forth.

9. The Pledgee may exercise or enforce any one or more remedies available to it successively, alternatively or concurrently.
10. The Pledgor shall join with the Pledgee in executing financing statements and at the Pledgor's expense cause the same to be filed in such public offices as may be required to perfect the security interest hereby granted. To the extent permitted by law, the Pledgee may file one or more financing statements relating to the security interest hereby granted without the Pledgor's signature thereon. The Pledgor will further, from time to time, execute and deliver such instruments and take all such other action which the Pledgee may require to assure more fully to the Pledgee or to vest more securely in the Pledgee all rights and interests contemplated in this Agreement. A carbon, photographic or other reproduction of this Agreement or any financing statement executed pursuant to the terms hereof shall be sufficient as a financing statement for the purpose of filing with the appropriate public authorities.

11. This Agreement cannot be amended except by an instrument in writing duly executed by both the Pledgor and the Pledgee.

12. All rights of the Pledgee hereunder shall inure to the benefit of its successors and assigns and this Agreement shall be binding upon the Pledgor's heirs, executors, administrators, successors or assigns. If there be more than one Pledgor, their obligations hereunder shall be joint and several.

13. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts and shall take effect as an instrument under seal.

EXECUTED this 6th day of May 2019.

PLEDGOR:
EVON, INC.

By: ____________________________
John S. Gergos, President

PLEDGEE:
KARRAS, INC.

By: ____________________________
Joseph Gaied, President
COMMERCIAL LEASE

1. PARTIES. Joseph Gaied, as he is Trustee of LauraMelissa Realty Trust under Declaration of Trust dated July 17, 1992 and filed with the Middlesex South District of the Land Court as Document No. 875128, as amended, with an address at P.O. Box 522, Ashland, Massachusetts, (the “Lessor”), which expression shall include his heirs, successors, and assigns where the context so admits, does hereby lease to Evon, Inc., a Massachusetts corporation with an office at 72 Union Street, Ashland, Massachusetts, (the “Lessee”), which expression shall include its successors, executors, administrators, and assigns where the context so admits. 

2. PREMISES. The Lessor hereby leases to the Lessee approximately 1200 square feet of retail space currently operated as the business known as “Ashland Pizza Palace” (hereinafter referred to as the "Premises") in the building located at 74 Union Street, Ashland, Massachusetts (hereinafter referred to as "the Building"). (The Building and the Common Areas, hereinafter mentioned, are sometimes hereinafter collectively referred to as the “Shopping Center” or the “Center”). The premises are hereby demised together with a right to use in common, with others entitled thereto, the Common Areas. The Common Areas shall mean and include, if any, all entrances, exits, driveways, sidewalks, landscaping, outdoor lighting facilities, pylon signs, curbing, parking areas and all other improvements in the Center excepting the Building.

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

3. TERM. The initial term of this lease shall be for ten (10) years and twenty-six (26) days commencing on May 6, 2019 (the “Commencement Date”) and ending on May 31, 2029.

4. OPTION TERM. Provided that the Lessee has not been in default during the initial ten (10) year term of this lease the Lessee shall have the option to extend this lease for one subsequent term of five (5) years upon the same terms and conditions except for the base rent. The Lessee's option to extend shall be deemed to be automatically exercised by the Lessee unless at least six (6) months prior to the expiration of the original term Lessee gives written notice to the Lessor by certified mail, return receipt requested, of its intention not to exercise said option to extend. The base rent for the option term is set forth in Exhibit A attached hereto.

5. RENT. The Lessee shall pay to the Lessor base rent at the rate of Forty-Eight Thousand and 00/100 ($48,000) Dollars per year, payable in advance in monthly installments of Four Thousand and 00/100 ($4,000) Dollars per month beginning on the Commencement Date for the first year of the lease, without offset or deduction. The base rent for subsequent years of the initial term of the lease and the option term, if applicable, is set forth in Exhibit A attached hereto.

Gaied, Joseph Ashland Pizza Palace, Ashland, MA/Gergos\Lease GCD clean 03.28.19
6. **SECURITY DEPOSIT.** Upon the commencement of this Lease, the Lessee shall pay to the Lessor the amount of Eight Thousand and 00/100 ($8,000) Dollars which represents payment of first month's rent in the amount of $4,000, and a security deposit in the amount of $4,000. The security deposit shall secure the punctual performance by Lessee of each and every obligation of the Lessee under this lease. In the event of any default by Lessee, Lessor may apply all or any part of the security deposit to cure the default or to reimburse Lessor for any sum which Lessor may spend by reason of default or toward the cure thereof. In the case of every such application, Lessee shall, on demand, pay to Lessor an amount equal to this sum so applied which shall be added to the security deposit so that the same shall be restored to its original amount. Provided that Lessee shall not then be in default under this Lease, within sixty (60) days following the termination of the term of this lease, Lessor shall return to Lessee the security deposit or any balance thereof then remaining without interest. Lessor shall deliver the funds deposited hereunder by Lessee to the purchaser of Lessor's interest in the Shopping Center in the event that such interest be sold and thereupon Lessor shall be discharged from any further liability with respect to such security deposit, upon the notification to the Lessee of the name and address of the new Lessor.

7. **ADDITIONAL RENT – REAL ESTATE TAXES.** The term "Real Estate Taxes" as used herein means all real property taxes and assessments that are levied or assessed against the Shopping Center by any lawful governmental authority for each calendar year or portion thereof commencing on the Commencement Date. A tax bill or copy thereof submitted by Lessor to Lessee shall be conclusive evidence of the amount of a Real Estate Tax or installment thereof. Nothing herein contained shall be construed to include as Real Estate Taxes any inheritance, estate, succession, transfer, gift, franchise, corporate income or profit tax or capital levy that is or may be imposed upon Lessor. However, if at any time during the term of this lease as it may be extended the methods of taxation prevailing at the time of the execution of this lease shall be altered so that in lieu of, or as a substitute for, or in addition to, the whole or any part of the Real Estate Taxes levied, assessed or imposed as above described, there shall be levied, assessed or imposed: (i) a tax on the rents received from such real estate; or (ii) a license fee measured by the rents received by Lessor from the Shopping Center or any portion thereof; or (iii) a tax or license fee imposed upon Lessor which is otherwise measured by or based in whole or in part upon the Shopping Center, or any portion thereof, then the same shall be included in the computation of Real Estate Taxes hereunder. Lessee shall pay in equal monthly installments together with the monthly base rent then due one-twelfth (1/12) percent of the estimated amount of its pro rata share (which is 33 1/3%) of the real estate taxes. Within ninety days after the end of each fiscal year the Lessor shall furnish the Lessee with the final real estate tax bill for the preceding fiscal year. If the Lessee’s pro rata share of the real estate taxes shall be less than the amount paid by the Lessee to the Lessor for such period Lessor agrees to credit such difference to the next payment of base rent due from the Lessee under the lease. If the estimated payments paid by the Lessee to the Lessor for such fiscal year shall be less than the Lessee’s actual share of such real estate taxes for such fiscal year, the Lessee agrees to pay such deficiency to the Lessor within ten days after submission of said bill by the Lessor. If this lease shall commence or terminate during a calendar year, then the amount payable by the Lessee in the year of such commencement or termination shall be adjusted on the basis of the number of months of such calendar year in which the lease shall be in effect, and any such overpayment by Lessee, as aforesaid, shall be refunded to the Lessee upon such lease termination. Failure to pay taxes when due after the expiration of any applicable cure period shall entitle the Lessor to the same remedies as failure to pay base rent.
8. ADDITIONAL RENT-COMMON OPERATING CHARGES. In addition to the base rent as hereinabove set forth and the Lessee's responsibility to pay its pro rata share of the Real Estate Taxes the Lessee shall also pay 33 1/3% of the water and sewer bill for the Center, 33 1/3% of the cost of maintaining the Common Areas, including the maintenance and repair of the roof of the building, including all snowplowing expenses, landscaping expenses, and expenses for the maintenance of the parking area, (which shall specifically include but shall not be necessarily limited to the sweeping and cleaning of the yard on a weekly basis and lighting in the parking lot) and 33 1/3% of the insurance premiums for the Building and Center (which insurance shall be maintained by the Lessor in an amount to be determined in the sole discretion of the Lessor). Notwithstanding anything to the contrary herein, if the roof must be replaced the Lessor shall pay all of the cost of such replacement. Provided, however, in the event the Premises are separately metered for water and/or sewer the Lessee shall pay these charges directly to the utility provider and shall not, thereafter, be responsible to pay its share of the charges as Common Operating Expenses. The Lessor shall maintain on the Building and Center, fire, casualty, liability, property damage and all other types of insurance normally obtained for a commercial building similar to the Building. The charges payable by the Lessee under the within section are hereinafter collectively referred to as "Common Operating Charges". The Lessor shall have the right to bill the Lessee for said Common Operating Charges upon the basis of annual estimates prepared by the Lessor on a calendar year basis. The Lessee agrees to pay to the Lessor, together with each monthly payment of base rent, one-twelfth (1/12) of such Common Operating Charges based upon said estimates submitted by the Lessor. Within ninety days after December 31 of each year, the Lessor shall furnish the Lessee with a detailed and itemized statement of the actual Common Operating Charges incurred by the Lessor for the preceding year and if the Lessee's pro rata share of such Common Operating Charges shall be less than the amount paid by the Lessee to the Lessor for such period Lessor agrees to credit such difference to the next payment of base rent due from the Lessee under this lease. If the estimated payments paid by the Lessee to the Lessor for any such period shall be less than the Lessee's actual share of such Common Operating Charges for such period, the Lessee agrees to pay such deficiency to the Lessor within ten days after submission of said statement by the Lessor. If this lease shall commence or terminate during a calendar year, then the amount payable by the Lessee in the year of such commencement or termination shall be adjusted on the basis of the number of months of such calendar year in which this lease shall be in effect, and any such overpayment by Lessee, as aforesaid, shall be refunded to the Lessee upon such lease termination. Failure to pay Common Operating Charges when due after the expiration of any applicable cure period shall entitle the Lessee to the same remedies as failure to pay base rent.

It is estimated that the Lessee's share of Common Operating Charges and Real Estate Taxes initially shall be $700 per month.

9. UTILITIES AND TRASH REMOVAL. The Lessee shall pay, as they become due, all bills for electricity and other utilities including water and sewer (whether they are used for furnishing heat or other purposes) that are furnished to the Premises. The Lessor shall also provide water/hot water service to the Premises. The Lessee shall also pay for the cost of its own trash removal.

Lessor shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event Lessee requires additional utilities or equipment, the installation and maintenance thereof shall be the Lessee's sole obligation, provided that such installation shall be subject to the written consent of the Lessor, which consent shall not be unreasonably withheld or delayed.
10. PERMITTED USE OF PREMISES. The premises shall be used solely for the purposes of operating a pizza and sub style restaurant. In no event shall the Lessee be allowed to sell tobacco products or lottery tickets. As long as this Lease is in full force and effect and Lessee is not in default of any of the terms and conditions hereof after the expiration of any applicable cure period, the Lessor shall not lease space to any other tenant in the building which sells pizza. This restriction shall not pertain to any existing tenant.

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

12. FIRE INSURANCE. The Lessee shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The Lessee shall on demand reimburse the Lessor, and all other tenants in the Center, all extra insurance premiums caused by the Lessee’s use of the premises.

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

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

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

15. ASSIGNMENT-SUBLEASING. Lessee covenants that during the term of this lease that Lessee shall not, without on each occasion first obtaining the prior written approval of Lessor, assign, transfer, mortgage or pledge this lease, nor sublease (which term shall be deemed to include the granting of concessions and licenses and the like) all or any part of the Premises, nor suffer or permit this lease or the leasehold estate hereby created or any other rights arising under this lease, to be assigned, transferred or encumbered, in whole or in part, whether voluntarily, involuntarily or by operation of law, nor shall Lessee permit anyone other than Lessee to occupy the Premises. Such approval shall not be unreasonably withheld or delayed. Any assignment, sublease or other transfer of this lease shall be null and of no force and effect unless and until Lessor shall have reviewed and approved by written notice the financial credibility of any proposed assignee, sublessee or other transferee of this lease. In all events, any such assignment, transfer, mortgage, sublease or other encumbrance, whether or not approved by Lessor, or any other indulgence granted by Lessor to any assignee or sublessee, shall in no way impair the continuing primary liability (which after any assignment shall be joint and several with the assignee or successor) of Lessee hereunder. No single approval by Lessor shall be deemed to be a waiver of Lessee's obligation to obtain Lessor's approval for any other proposed assignment or subletting. In the event that Lessee requests Lessor's approval to an assignment or sublease, the Lessee agrees that it shall pay the reasonable attorney's fees of Lessor with regard to said request for assignment and/or sublease whether or not Lessor approves Lessee's request for same. A transfer of stock or a transfer of interest in the entity which is the Lessee which results in a change of control or results in the transfer of twenty-five (25%) percent or more of the stock or interest in the entity shall be considered to be an assignment for purposes hereof.

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

In the event of any subletting Lessee shall pay to Lessor as and when the same is received fifty percent (50%) of the Sublease Consideration, as hereinafter defined. For the purposes hereof, the "Sublease Consideration" shall be defined as the rent and other charges payable to Lessee under a sublease, after first deducting the reasonable costs for brokerage and marketing, legal fees and construction costs incurred by Lessee in connection with such subletting (which costs shall be amortized over the term of the sublease), to the extent that the same exceeds the base rent payable by the Lessee hereunder in respect of the equivalent period. Any such payment shall be made by Lessee to Lessor on a monthly basis.
16. **SUBORDINATION.** This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the Premises are a part and the Lessee shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

Notwithstanding anything to the contrary herein, in the event that the Lease is subject and subordinate to any mortgage, deed of trust, or other instrument in the nature of a mortgage, now or at any time hereafter, the Lessor shall use good faith efforts to obtain a Non-Disturbance Agreement from the holder of such mortgage, deed of trust, or other instrument in the nature of a mortgage to the effect that if such mortgage holder succeeds to the interest of the Lessor hereunder such mortgage holder shall not disturb the possession and other rights of the Lessee under the Lease and will accept the Lessee as Lessee on the same terms and conditions of the Lease and for the entire duration of the term of the Lease so long as the Lessee shall not be in default hereof and shall continue to perform all its obligations under the Lease including the payment of all rent and other payments due by the Lessee hereunder.

17. **LESSOR’S ACCESS.** The Lessor or agents of the Lessor may, at reasonable times and upon reasonable notice, not less than 48 hours in advance (except in cases of emergency in which event no prior notice is necessary), enter to view the Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as Lessor (provided such repairs and alterations do not materially interfere with Lessee’s use of the Premises) should elect to do and may show the Premises to others, and at any time within six (6) months before the expiration of the term, may affix to any suitable part of the Premises a notice for letting or selling the Premises or property of which the Premises are a part and keep the same so affixed without hindrance or molestation.

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

19. **LESSEE’S INSURANCE.** The Lessee shall maintain with respect to the Premises, comprehensive public liability insurance in the amount of a One Million and 00/100 ($1,000,000) Dollars with property damage insurance in limits of Two Hundred Fifty Thousand and 00/100 ($250,000) Dollars in responsible companies qualified to do business in the Commonwealth of Massachusetts and in good standing therein insuring the Lessor as well as Lessee against injury to
persons or damage to property as provided. The Lessee shall deposit with the Lessor certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies.

Lessee shall keep in force at its own expense, throughout the Lease, property insurance with respect to Tenant’s personal property in the Premises on a replacement cost base.

All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.

20. **FIRE, CASUALTY, EMINENT DOMAIN.** During the term of this Lease, the Lessor shall maintain full replacement cost insurance on the Building. During the initial term of the Lease, in the event that the Building or the Premises are damaged by fire or other casualty, the Lessor shall be responsible to restore the Building and/or Premises if the cost of such restoration does not exceed the amount of the insurance proceeds received by the Lessor. During any option term of the Lease, in the event that the Building or Premises are damaged so that the damage is 25% of less of the cost to restore the Building or Premises, the Lessor shall restore the Building and/or Premises. In the event that the Premises, the Building or the Shopping Center be damaged by fire or other casualty so that the damage is greater than 25% of the value of the Building, the Lessor shall restore the Building and Premises provided that the loss was an insurable loss. In the event that 25% or more of the Premises Building or Shopping Center be taken by eminent domain, the Lessor may elect to terminate this lease. When such fire, casualty, or taking renders the Premises substantially unsuitable for its intended use, a just and proportionate abatement of rent shall be made, and the Lessee may elect to terminate this lease if:

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

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

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

21. **DEFAULT OF LESSEE.**

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

(i) Lessee’s failure to pay base rent, additional rent or any other sums due under this Lease within seven days when due;

(ii) Lessee’s failure to make any payment after the expiration of any applicable cure period pursuant to the promissory note of on or about even date payable to Karras, Inc. in the original principal amount of $350,000.
(iii) Lessee's failure to perform any covenant, promise or obligation contained in this lease;

(iv) The appointment of a receiver or trustee for all or substantially all of Lessee's assets;

(v) Lessee's voluntarily petition for relief under, any bankruptcy or insolvency law;

(vi) The sale of Lessee's interest under this lease by execution or other legal process;

(vii) The seizure, sequestration or impounding by virtue or under authority of any legal proceeding of all or substantially all of the personal property or fixtures of Lessee used in or incident to the operation of the Premises;

(viii) Lessee's making an assignment of this lease for the benefit of creditors;

(ix) Any sale, transfer, assignment, subleasing, concession, license, or other disposition prohibited under Section 15 under this lease; or

(x) Lessee shall do or permit to be done anything that creates a lien upon the Premises and shall fail to obtain the release of any such lien or bond off any such lien as required herein.

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

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

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

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

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

22. NOTICES. Any notice from the Lessor to the Lessee relating to the Premises or to the occupancy thereof, shall be deemed duly served, if hand delivered mailed to the Lessee at the Premises, registered or certified mail, return receipt requested, postage prepaid or be recognized overnight carrier, addressed to the Lessee. Any notice from the Lessee to the Lessor relating to the Premises or to the occupancy thereof, shall be deemed duly served, if hand delivered or mailed to the Lessor by registered or certified mail, return receipt requested, postage prepaid or by recognized overnight carrier, addressed to the Lessor at such address as the Lessor may from time to time advise in writing. All rent notices shall be paid and sent to the Lessor at P.O. Box 522, Ashland, MA 01721 Attn: Joseph Gaied, Trustee.

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

24. **LESSOR'S WORK.** Lessor shall not be obligated to perform any work to the Premises. The Lessee accepts the Premises in "as is" condition.

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

26. **DESIGNATION OF EMPLOYEE PARKING AREA.** The Lessee shall insure that all employees of the Lessee park only at the rear of the Building. Failure to comply with this section shall constitute a material breach of the within lease by Lessee.

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

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

29. **BROKER'S COMMISSION.** It is agreed by and between the parties hereto that no broker or agent brought about the lease of the within Premise. If it should be determined that any broker or agent is due a commission, the party engaging the services of such broker or agent shall be fully and solely obligated to pay such commission.
30. **HAZARDOUS WASTE.** The Lessee shall not permit any violation to exist with respect to the Premises under any federal, state or local laws, rules and regulations now or hereafter in effect with respect to oil, hazardous wastes or hazardous materials, or toxic substances, or the release or disposal thereof. Lessee shall not use all or any portion of the Premises for the generation, storage, treatment, use or disposal of any substance for which a license or permit is required by Massachusetts General Laws, Chapter 21C without the prior written consent of the Lessor. Without limitation express or implied upon any other requirements of this lease, the Lessee shall pay all such sums and take all such actions as may be required to avoid or discharge the imposition of any lien on the Premises or other property of the Lessee under Massachusetts General Laws, Chapter 21E or applicable federal law as the same may be amended from time to time, resulting from Lessee's failure to comply with the terms of this Section 29, and the Lessee shall indemnify and save harmless the Lessor from any and all losses, claims, liabilities and expenses, including without limitation attorneys' fees incurred or suffered by the Lessor by virtue of the provisions thereof as applied to the Premises.

(a) The Lessee shall not:

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

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

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

31. **MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

(k) No Accord and Satisfaction. No acceptance by Lessor of a lesser sum than the base rent or additional rent then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other charge be deemed an accord and satisfaction, and Lessor may accept such check or payment on account and without prejudice to Lessor's right to recover the balance of such installment or pursue any other remedy provided in this lease.
(I) Waiver of Trial by Jury. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Lessor and Lessee or Lessee's use and occupancy of the Premises, and/or claim of injury or damage.

32. PROMISSORY NOTE. The parties acknowledge that the Lessee has executed a promissory note in the amount of Three Hundred Fifty Thousand and 00/100 ($350,000) Dollars of on or about even date payable to Karras, Inc. (the "Note"). In the event that Lessee defaults under the terms of the Note or the security agreement securing the same after the expiration of any applicable cure period, such default shall constitute a default under the terms of this Lease. In addition, in the event of any assignment of the Lease or sublease of any portion of the Premises or transfer of any interest in the Lessee, the Note shall be paid in full or such assignment, sublease or transfer of interest shall be invalid.

LESSEE
EVON, INC.

By: ___________________________ Date: 5/6/19
John S. Gergos, President

LESSOR
LAURAMELISSA REALTY TRUST

By: ___________________________ Date: 5/6/19
Joseph Gaid, Trustee
PERSONAL GUARANTY

In consideration of the making of this Lease by the Lessor, and in reliance of this Guaranty, the undersigned jointly and severally hereby guaranty the payment of the rent to be paid by the Lessee and the performance by the Lessee of all the terms, conditions, covenants and agreements of the Lease, and the undersigned promise to pay all the Lessor's expenses, including reasonable attorney's fees, incurred by the Lessor in enforcing all obligations of the Lessee under the Lease or incurred by the Lessor in enforcing this Guaranty. The Lessor's consent to any assignment or assignments, and successive assignments by the Lessee and the Lessee's assigns, of this Lease, made either with or without notice to the undersigned, or a changed or a different use of the demised premises, or Lessor's forbearance, delays, extensions of time or any other reason whatsoever similar to or different from the foregoing shall not release the undersigned from liability as guarantors.

DATE: 5/6/19

John Gergos

DATE: 5/6/19

Monir Fakhouri
## EXHIBIT A

<table>
<thead>
<tr>
<th>Lease Year</th>
<th>Annual Rent</th>
<th>Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$48,000</td>
<td>$4,000</td>
</tr>
<tr>
<td>2</td>
<td>$49,200</td>
<td>$4,100</td>
</tr>
<tr>
<td>3</td>
<td>$50,400</td>
<td>$4,200</td>
</tr>
<tr>
<td>4</td>
<td>$51,600</td>
<td>$4,300</td>
</tr>
<tr>
<td>5</td>
<td>$52,800</td>
<td>$4,400</td>
</tr>
<tr>
<td>6</td>
<td>$54,000</td>
<td>$4,500</td>
</tr>
<tr>
<td>7</td>
<td>$55,200</td>
<td>$4,600</td>
</tr>
<tr>
<td>8</td>
<td>$56,400</td>
<td>$4,700</td>
</tr>
<tr>
<td>9</td>
<td>$57,600</td>
<td>$4,800</td>
</tr>
<tr>
<td>10</td>
<td>$58,800</td>
<td>$4,900</td>
</tr>
</tbody>
</table>

### OPTION TERM, IF APPLICABLE

The base rent for the first year of the Option Term, if applicable, shall be the Fair Market Rent. If the parties cannot agree upon the Fair Market Rent within ninety days after the date the Lessee has exercised its option to extend the lease, the Fair Market Rent shall be determined by (i) the Lessee and Lessor each selecting an appraiser at their own expense; (ii) the two appraisers selecting a third appraiser, the cost of which shall be shared by Lessor and Lessee; (iii) the three appraisers independently evaluating the fair market rental value of the premises and (iv) averaging the two appraisals that are closest to each other.

In no event, however, shall the base rent for the first year of the Option Term be less than $5,000 per month. The base rent shall increase by $100 per month for each subsequent year of the Option Terms.
CERTIFICATE OF PAYMENT OF TAXES

This is to certify that, pursuant to Massachusetts General Laws; Chapter 62C, Section 49A, all tax returns have been filed and all taxes paid to the Commonwealth of Massachusetts and, where applicable, all taxes and other charges have been paid to the Town of Ashland.

The above certification is signed under the pains and penalties of perjury, this 6th day of May, 2019.

John S. Gergos, President

Name and Title of Person Signing Application

Ashland Pizza Palace

Name of Business

Federal Tax ID Number of Business

Social Security Number of Person Signing

1/5/1979

Date of Birth
BEER AND WINE LICENSE APPLICATION

Name of Applicant: Evon, Inc.

Address of Applicant: 74 Union Street, Ashland

Telephone: _____________  E-mail: ______________

Federal ID: ______________ Or Social Security #: ______________

Business Name: Ashland Pizza Palace

Business Address: 74 Union Street, Ashland

Telephone: (508) 861-6666  E-mail: ______________

TIPS Certification Holders: John S Gergos and Monir Fakhory will be TIPS certified

Days/Hours  Monday-Saturday 11AM-11PM, Sunday 11 AM -10 PM

Please provide copied of TIPS Certificates

I the undersigned, state that the information provided in this application, and associated documents, are true and accurate to the best of my knowledge. I certify under penalties of perjury, that all taxes, fees and fines owned to the Commonwealth of Massachusetts and the Town of Ashland have been paid.

Applicant’s Signature  5/9/2019

Date
PRESERVATION RESTRICTION AGREEMENT

Between

__________________________

and the

TOWN OF ASHLAND, MASSACHUSETTS

BY AND THROUGH THE ASHLAND HISTORICAL SOCIETY

THIS PRESERVATION RESTRICTION is made this _____ day of _____ 201_ (this “Restriction”) by and between ____________, located at ______________, ASHLAND, Middlesex County, Massachusetts 01721 (“Grantor”), and the TOWN OF ASHLAND (“Grantee”), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Middlesex County, Massachusetts, to be managed and enforced by its agent, the ASHLAND HISTORICAL SOCIETY (the “SOCIETY”), located at 2 Myrtle Street, ASHLAND, Massachusetts, 01721.

WHEREAS, the Grantor is the owner in fee simple of certain real property located at ________________________, ASHLAND, Massachusetts which was conveyed to ___________________________ by deed recorded with the Middlesex South Registry of Deeds on _______________ Book ___________ Page ___________ attached hereto as Exhibit A. The foregoing property is that shown as ______ on a plan titled “Plan of Land in ASHLAND, MA, Showing Proposed Site Plan at ___________________________ (Map ___________ Lot ___________)” prepared by ___________________________, and recorded in the Middlesex South Registry of Deeds Plan Book ___________ Plan ___________ on ____________ (the “Plan”), which Plan is attached hereto as Exhibit B, and incorporated herein by reference (the “Property”). This Restriction shall apply to the Property the exterior of said existing principal building, referred to as the “Building”, and described as follows:

WHEREAS, the Property is a contributing resource to the greater ASHLAND Henry Warren historical real estate and related facilities, is historically significant for its architecture, associations, and/or archeology, and qualifies for the protections of perpetual preservation restrictions under Massachusetts General Laws, Chapter 184, sections 31, 32 and 33; and

WHEREAS, Grantor and Grantee recognize the architectural, historic and cultural values (hereinafter “preservation values”) and significance of the Property, and have the common purpose of preserving the aforesaid preservation values and significance of the exterior of the Property; and

WHEREAS, the preservation values of the ___________________________ are documented in a series of photographs and documents (hereinafter, “Baseline Documentation”) incorporated herein and attached hereto as Exhibits A (Property Description), B (Site Plans), C (Massachusetts Historical Commission Inventory Form B) which Baseline Documentation the parties agree provides an accurate representation of the ___________________________. And
WHEREAS, the intent herein is that this Restriction runs with the Land: Except as provided in paragraphs 9 and 10, the restrictions, obligations and duties set forth in this Restriction shall run with the Property and shall inure to the benefit of the SOCIETY and all parties claiming by, through or under the SOCIETY and shall bind the Grantor and all parties claiming by, through or under the Grantor. The rights hereby granted to the SOCIETY constitute the perpetual right of the SOCIETY to enforce this Preservation Restriction Agreement. The Grantor hereby covenants for itself to stand seized and hold title to the Property subject to the terms of respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words “Grantor”, “Grantee” when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word “Grantee” shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, Grantor of the Property shall have no obligation pursuant to this instrument where such Grantor shall cease to have any Grantorship interest in the Property by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property as of the date hereof.

WHEREAS, the Photographic Documentation (Exhibit D)

Digital and archival photographic print copies of the Baseline Photographs shall be maintained by the Grantee with an address of:

TOWN OF ASHLAND  
c/o ASHLAND Historical SOCIETY  
ASHLAND Town Hall,  
2 Myrtle Street  
ASHLAND, MA 01721

WHEREAS, the ____________________________ is in need of preservation and restoration; and will have its exterior restored in the following manner:

WHEREAS, the Grantor has purchased the Property from the Town of Ashland and in consideration therefore in addition to the purchase price, the Grantor has agreed to impose a restriction in perpetuity on the Property for the preservation and renovation of the Property, under the terms and conditions set forth herein and in such other documents as the parties may execute (the “Restriction” or “Preservation Restriction”);

WHEREAS, the Grantor agrees and desires to impose certain restrictions, obligations and duties upon itself, its successors and assigns, so as to maintain, protect and preserve the architectural and historical integrity of the Property and the Building; and
WHEREAS, the preservation of the Building is important to the public for the enjoyment and appreciation of its architectural and historical heritage and serves the public interest in a manner consistent with the purposes of Massachusetts General Laws, Chapter 184, Sections 31, 32 and 33 ("Act"); and

WHEREAS, the SOCIETY is authorized to accept preservation restrictions in the name of the TOWN OF ASHLAND and the SOCIETY is a governmental body duly organized under the laws of the Commonwealth of Massachusetts, including the General Laws, Chapter 40, Section 8D, authorized and directed by the Grantee to manage the Property and the Building burdened by such restrictions and to administer and enforce this restriction;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby irrevocably grant and convey to the Grantee in gross this Restriction over the Property and the exterior of the Building to be administered, managed and enforced by the SOCIETY during the Term of this Restriction.

1. **Purpose:** It is the purpose of this Restriction to assure that the architectural, historic, and cultural features of the exterior of the Building, as described and documented in the Baseline Documentation, will be retained and maintained forever substantially in their historically-appropriate condition for preservation purposes and to prevent any use or change to the exterior of the Building and specified interior features of the Building or the Property that will significantly impair or interfere with the Building's Preservation Values (the "Purpose of this Restriction"). Characteristics that contribute to the architectural and historical integrity of the Property including include, but are not limited to, the setting and location of the Building; and the architectural features, materials, appearance, and workmanship thereof. All Exhibits shall be attached to and recorded with this Restriction.

2. **Preservation Restriction:** The Grantor grants the grantee the right to forbid or limit:

   a. Any alteration to the appearance, materials, workmanship, condition or structural stability of the Building unless (i) clearly of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Building, or (ii) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by Grantor in accordance with the requirements of paragraph 7, which determination shall not be unreasonably withheld, or (iii) required by casualty or other emergency promptly reported to Grantee in accordance with requirements in paragraph 9. For the purposes of this Agreement, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines, which are attached hereto as Exhibit E.

   b. Any alteration to the appearance, materials, workmanship, condition or structural stability of the Building governed by the ASHLAND Historical SOCIETY as listed and attached hereto as Exhibit E.

   c. Any other act or use that may be harmful to the historic preservation of the Building or the Property.

   d. Notwithstanding anything to the contrary in this section 2, in the event the Grantor is required by law to make improvements to the Building or the Property or is required in writing by its insurance carrier to make improvements to the Building or the Property in order to avoid revocation of insurance and the Grantor has exhausted all methods of variance or appeal process related to either applicable law or insurance qualifications, the Grantee and the Grantor agree that the Grantee may not forbid or limit the Grantor's ability to make the improvements. Said changes or improvements shall comply with the Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (36CFR 67 and 68) (hereinafter the "Secretary's Standards"), and shall be designed in consultation with and subject to reasonable review by Grantee.
e. Grantor agrees at all times to maintain the exterior of the Building or the Property, as shown in the Restoration plans and in accordance with this Restriction and in compliance with all Federal, state and local laws, codes and ordinances applicable to the Building or the Property. Grantor’s obligation to maintain shall require repair, reconstruction and, where necessary, replacement in kind whenever necessary to preserve the Building in a good, sound condition and state of repair.

3. Grantor’s Covenants: Covenant to Maintain: Subject to paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the SOCIETY may reasonably impose to accomplish the purposes of this Restriction, the Grantor covenants and agrees at all times to maintain the Building in the same structural condition and state of repair existing as of the date of this Restriction, and thereafter to that existing following the substantial completion of restoration work to be completed. Grantor’s obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building. Subject to the casualty provisions of paragraphs 9 and 10, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Building whenever necessary in accordance with the policies and procedures of the SOCIETY and in accordance with the Secretary’s Standards.

4. Grantor’s Covenants: Prohibited Activities: The following acts or uses are expressly forbidden except as otherwise conditioned in this paragraph:

   a. The Building shall not be demolished, removed, or razed except as provided in Paragraphs 9 and 10;

   b. The dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property;

   c. No above-ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to utility easements already recorded;

   d. No additions and/or outbuildings may be attached to the Building without prior approval of the SOCIETY; and

   e. Moving the Building to another location shall be forbidden without prior approval of the SOCIETY.

5. Conditional Rights Requiring Grantee Approval: Subject to Paragraphs 3 and 4, and the terms and conditions of this Restriction and such other terms and conditions as the SOCIETY may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall not alter the Building without prior express written approval of the SOCIETY. Without said approval Grantor shall not make any changes to the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including permanent signs, and any change in material or color or any change to the footprint, size, mass, ridge-line, and rooflines of the Building. Grantor shall similarly not make any alterations to the surrounding Property that would obscure the current view of the Building, such as the installation of permanent signage without approval of the SOCIETY.

Activities by Grantor to maintain the Building and the Property, which are intended to be performed in accordance with the provisions of paragraph 3, and which are of a minor nature, shall not require the prior approval of the SOCIETY. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by Restriction Guidelines (Exhibit E), which are attached to this Agreement and hereby incorporated by reference.
6. **Grantor’s Reserved Rights Not Requiring Further Approval by the Grantee:** Subject to the provisions of paragraphs 2 and 4, the following rights, uses and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the SOCIETY without further approval by the SOCIETY:

   a. The right to engage in all those acts and uses that:
      i. Are permitted by governmental statute or regulation;
      ii. Do not substantially impair the preservation values of the Building and the Property; and
      iii. Are not inconsistent with the Purpose of this Restriction;
      iv. Without further approval, are in conformance with the Restriction Guidelines attached as Exhibit E and Restoration Plan attached as Exhibit F.

   b. Pursuant to the provisions of paragraph 3, the right to maintain and repair the Building strictly according to the Secretary’s Standards. As used in this sub-paragraph, the right to maintain and repair shall mean the use by the Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior of the Building. The right to maintain and repair as used in this sub-paragraph shall not include the right to make changes in appearance, materials, workmanship from that existing prior to the maintenance and repair without the prior approval of the SOCIETY in accordance with the provisions of paragraph 5.

7. **Review of Grantor’s Requests for Approval:** Grantor shall submit to the SOCIETY for the SOCIETY’s approval of those conditional rights set out at paragraphs 2 and 5 two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity sufficient to permit the SOCIETY to monitor such activity. Within forty-five (45) days of the SOCIETY’s receipt of any plan or written request for approval hereunder, the SOCIETY shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the SOCIETY shall provide Grantor with written suggestions for modification or a written explanation for the SOCIETY’s disapproval. Any failure by the SOCIETY to act within forty-five (45) days or receipt of Grantor’s submission or resubmission of plans or requests shall be deemed to constitute approval by the SOCIETY of the plan or request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time, provided nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.

8. **Standards for Review:** In exercising any authority created by this Restriction to inspect the Building; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the SOCIETY shall apply the Secretary’s Standards.

9. **Casualty Damage or Destruction:** In the event the Building shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the SOCIETY in writing within fourteen (14) days of damage or destruction, such notification including what, if any, temporary emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and to protect public safety, shall be undertaken by Grantor without the SOCIETY’s prior written approval of the work. Within one hundred twenty (120) days of the date of damage or destruction, if required by the SOCIETY, Grantor at its expense shall submit to the SOCIETY a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the SOCIETY, which SOCIETY approval shall not be unreasonably withheld, which report shall include the following:
a. An assessment of the nature and extent of damage;

b. A determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and

c. A report of such restoration/reconstruction work necessary to return the Building to the condition existing at the date hereof or the condition subsequently approved by the SOCIETY.

10. Review After Casualty Damage or Destruction: If, after reviewing the report provided in paragraph 9 and assessing the availability of insurance proceeds after satisfaction of any mortgagee’s/lender’s claims under paragraph 11, Grantor and the SOCIETY agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the SOCIETY shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee’s/lender’s claims under paragraph 11, Grantor and the SOCIETY agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction and Grantor may, with prior written consent of the SOCIETY, alter, demolish, remove or raze the Building, and/or construct new improvements on the Property. Grantor and Grantee may agree to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and paragraph 23 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee’s/lender’s claims under paragraph 11, Grantor and the SOCIETY are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances. Arbiter shall have experience in historic preservation matters.

11. Insurance: Grantor shall keep the Building insured by an insurance company rated "A-1" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the Building, if damaged, without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the SOCIETY, within ten (10) business days of the SOCIETY's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

12. Indemnification: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Grantee, its boards, SOCIETY’s, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including attorneys’ fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Building; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage
occurring on or about the Building; unless such injury, death, or damage is caused by Grantee or its boards, SOCIETY, appointees, agents, directors, employees, or independent contractors. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic’s lien.

13. **Written Notice:** Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing:

Grantor: 

Grantee: TOWN OF ASHLAND  
c/o ASHLAND HISTORICAL SOCIETY  
2 Myrtle Street  
ASHLAND, MA 01721

Each party may change its address set forth herein by a notice to such effect to the other party.

14. **Evidence of Compliance:** Upon reasonable request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee’s knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidence the status of this Restriction to the extent of Grantee’s knowledge thereof.

15. **Inspection:** With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the exterior of the Building and the Property on an annual basis. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

16. **Grantee’s Remedies:** The Grantee, for itself, its assigns and successors, expressly acknowledges that a violation of this Preservation Restriction Agreement may result in the SOCIETY exercising its right to enforce the terms and conditions of the Restriction by seeking appropriate legal and equitable relief, including, but not limited to, restoration of the Building and such other legal and equitable remedies as may be available to the SOCIETY to effectuate the purposes of this Restriction and to enforce the Grantor’s obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee’s enforcement of the terms of this Restriction, including all court costs, and attorneys’, architectural, engineering, and expert-witness fees. Grantor shall, at its own expense and with approval of SOCIETY, reverse any actions or activities which violated this restriction and altered the Building.

Nothing in this Restriction shall impose upon the SOCIETY any duty to maintain or require that the Building be maintained in any particular state or condition; notwithstanding the SOCIETY’s acceptance hereof. Enforcement of the terms of this Preservation Restriction shall be at the discretion of the SOCIETY. Any election by the SOCIETY as to the manner and timing of exercising of its right to enforce this Preservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights. By its acceptance of this Preservation Restriction, the SOCIETY does not assume any liability or obligation relating to the condition of the Building or the Property, including compliance with hazardous materials or other environmental laws and regulations.

17. **Notice from Government Authorities:** Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Building or Property received by Grantor from any government authority within five (5) business days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish
Grantee with evidence of Grantor’s compliance with such notice or lien where compliance is required by law.

18. **Notice of Proposed Sale:** Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new Grantors prior to sale closing.

19. **Runs with the Land:** Except as provided in paragraphs 9 and 10, the restrictions, obligations and duties set forth in this Restriction shall run with the Property. The Grantor covenants that the Property will at all times be held, used, and conveyed subject to and not used in violation of the following restrictions, obligations and duties that shall run with the Property for ninety-nine (99) years. In any event, at the expiration of twenty-nine (29) years, the Grantor does hereby grant to the SOCIETY the right to file an extension of this Restriction pursuant to the powers and assignment herein set forth, for any additional amount of time the SOCIETY determines is in the best interest of the SOCIETY to so file. The SOCIETY is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Preservation Restriction; the Grantor on behalf of the Grantor and the Grantor’s successors and assigns appoints the SOCIETY as the Grantor’s attorney-in-fact to execute, acknowledge and deliver any such instruments on the Grantor’s behalf. Without limiting the foregoing, the Grantor and the Grantor’s successors and assigns agree to execute any such instruments upon request.

**Signature of the Grantor:**

20. **Assignment:** Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government, to a local, state, or national charitable corporation or trust that qualifies under the Act, and whose purposes, inter alia, are to promote preservation of historical, cultural, or architectural resources. Conveyance, assignation, or transfer of this Restriction requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantee shall seek Grantor’s approval of said conveyance, assignment or transfer and Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

21. **Alternate Designee:** Grantee may, at its discretion, remove and replace the SOCIETY as its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under the Act and other applicable law. In the event Grantee does so remove, the Grantee shall provide notice of same to the Grantor and shall forthwith provide the Grantor with the name, address and further contact information of the designee.

22. **Recording and Effective Date:** Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Restriction which shall become effective upon its being duly executed by the Grantor, the TOWN OF ASHLAND, by and through its Historical SOCIETY, and its being recorded with the Middlesex (South) District Registry of Deeds.

23. **Extinguishment:** Grantor and Grantee hereby recognize that an unexpected change in conditions surrounding the Property may make impossible the continued Grantorship or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including approvals by the TOWN OF ASHLAND by and through its Historical SOCIETY following public hearings to determine that such extinguishment is in the public interest. In the event of a sale of the Property, net proceeds of sale shall be paid to Grantor.
24. **Condemnation:** If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interest in the Property that are subject to the taking and all incidental and direct damages resulting from taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.

25. **Interpretation:** The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

   a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect is Purpose and the transfer of rights and the restrictions on use contained herein.

   b. This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall constitute the entire Restriction of the parties.

   c. This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private Restriction either in existence now or at any time subsequent hereto.

   d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been incorporated herein automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event any provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Preservation Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

26. **Amendment:** If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Southern Middlesex District Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.
27. **Release:** This Preservation Restriction is intended to be a restriction in gross in perpetuity and may only be released, in whole or in party, by the Grantee pursuant to the procedures for release established by the Act and otherwise by law, including approvals following public hearings by the TOWN OF ASHLAND and the Massachusetts Historical Commission to determine that such a release is in the public interest.

28. **Archeological Activities:** The conduct of archeological activities on the Property, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archeological field investigation plan prepared by the Grantor approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission (M.G.L. C. 9, Sec. 27C, 950 C.M.R. 70.00).

29. **Revised Baseline Documentation:** Following completion of the approved work as specified in the Restoration Plan (Exhibit F), a new set of comprehensive Baseline photographs shall be prepared to be filed with the Grantor and Grantee. Digital and archival photographic print copies of the Baseline Photographs shall be maintained by the Grantee with an address of:

TOWN OF ASHLAND  
c/o ASHLAND Historical SOCIETY  
2 Myrtle Street  
ASHLAND, MA 01721
IN WITNESS WHEREOF, the Grantor sets its hand and seal this day of , 201_.

By:

GRANTOR:

Massachusetts

, ss.

On this day of , 201_, before me, the undersigned notary public, personally appeared as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver’s license) (current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.

Notary Public
My SOCIETY Expires:
ACCEPTANCE BY THE ASHLAND HISTORICAL SOCIETY

____________________, duly authorized
Chair, ASHLAND HISTORICAL SOCIETY

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of __________, 20____, before me, the undersigned notary public, personally appeared ______________, as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver’s license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

____________________
Notary Public
My SOCIETY Expires: ____________
ACCEPTANCE AND APPROVAL BY THE TOWN OF ASHLAND

I, the undersigned Town Clerk of the TOWN OF ASHLAND, Massachusetts, hereby certify that at a meeting duly held on ________________, 201_, the Board of Selectmen voted to approve and accept the foregoing Preservation Restriction Agreement for the preservation of the historic resources of said Town and being the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32 and further was provided with authorization to do so pursuant to Article __ of the ______, 201_ Town Meeting.

TOWN OF ASHLAND

By its Clerk

__________________________________________

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted by the TOWN OF ASHLAND

TOWN OF ASHLAND

Chair, Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of __________, 201_, before me, the undersigned notary public, personally appeared ______________, as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

______________________________
Notary Public
My SOCIETY Expires: ______________

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of __________, 201_, before me, the undersigned notary public, personally appeared ______________, as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver’s license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

______________________________
Notary Public
My SOCIETY Expires: ______________
List of Exhibits/Attachments

Exhibit A: Legal Property Description
Exhibit B: Plot Plans
Exhibit C: Massachusetts Historical Commission Inventory Form B
Exhibit D: Baseline Photographic Documentation
Exhibit E: Restriction Guidelines
Exhibit F: Restoration Plan
Exhibit A
Legal Property Description
Exhibit B
Plot Plans
Exhibit C
Massachusetts Historical Commission Inventory Form B
Exhibit D
Baseline Photographic Documentation
Exhibit E
Restriction Guidelines

The purpose of the Restriction Guidelines is to clarify paragraph three of the terms of the preservation restriction, which deals with alterations to the Property. Under this section permission from the GRANTEE is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require GRANTEE review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the GRANTEE, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by the property owner.

PAINT

Minor - Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, ornamental woodwork, stone, masonry, decorative or significant original stucco or plaster.

WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings, walls, fences; ground disturbance affecting archaeological resources.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major exterior appearance changes (i.e. exterior ducts, piping, ventilators, HVAC units); the removal of substantial quantities of original materials in the course of construction.
Changes classified as major alterations are not necessarily unacceptable. Under the preservation restriction such changes must be reviewed by the GRANTEE and their impact on the historic integrity of the property assessed.

It is the responsibility of the property owner to notify the GRANTEE in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the preservation restriction is to enable the GRANTEE to review proposed alterations and assess their impact on the integrity of the building, not to preclude future change. GRANTEE will attempt to work with property owner to develop mutually satisfactory solutions, which are in the best interests of the Property.
Exhibit F:

Restoration Plan
June 25, 2019

Town of Ashland
Main Street
Ashland, MA 01721

To Whom It May Concern,

As a member of the Ashland Lions Club, I would like to request permission to hold a Toll Road fundraiser. We would like to hold this event on Saturday, October 5th, 2019, from 9:00 a.m. to 1:00 p.m., at the intersection of Main Street and Route 135. In the event of inclement weather, we will be holding the same fundraiser on Saturday, October 12, 2019.

Thank you for considering this event.

Sincerely,

Vin Ferraro
Ashland Lions Club
BOARD OF SELECTMEN
Minutes
June 5, 2019 – 6:15 PM
Town Hall

Vision Statement - The Town of Ashland will be a prosperous and fiscally sound community with a full range of housing, business, cultural, educational, and recreational opportunities in a safe and attractive environment for residents and visitors.

Mission Statement - The Ashland Board of Selectmen is dedicated to promoting responsible fiscal management, advocating for sustainable development & growth and providing excellent municipal services which will enhance the quality of life in our diverse community. The Ashland Board of Selectmen is committed to providing clear goals and objectives for Town management and creating effective engagement and public participation with residents, state legislators and other elected officials in order to achieve our mission.

Call Meeting to Order
Rob Scherer called the Executive Session to order at 6:15 pm. Executive Session - Pursuant to G.L. c. 30A sec 21(a)(6) to consider the purchase, exchange, lease or value of real property identified as 0 Tri Street in which the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body.

Rob Scherer called the general Board of Selectmen meeting to order at 7:00 pm. Present at the meeting were Chair Rob Scherer, Vice Chair Steve Mitchell, Yolanda Greaves, Joe Magnani, Brandi Kinsman, Town Manager Michael Herbert and Assistant Town Manager Jenn Ball.

Rob Scherer asked Mark Dassoni to lead the Board in the Pledge of Allegiance.

Citizen’s Participation
Kate Jurczyk received a demand on her car and her husband’s car and was concerned that she did not receive the initial bill and found that others had not either. She said that she was told by the Treasurer’s Office that the demand fee cannot be removed.

Carl Reiss explained that he also received a demand bill but was informed the fee was increased and it now does not allow the Treasurer to waive the fee. He said he never received the bill and feels that the town needs to find a solution for this situation.

Leslie Glickman received a demand on two of her vehicles, and she said that she was told to take it up with the Post Office and feels that answer was foolish.

Michael Herbert thanked everyone for being patient and willing to be part of this discussion. Michael explained that the mailing process is and how commitments are sent out. The first commitment consisted of 16,000 bills and 1,934 demands were issued. The demands represent 12% of the bills.

Carl Reiss explained that he understands that a demand has been added but wants to be sure that the next step isn’t taken before the

Katie Juriss appreciated that the matter is being investigated and asked if each recipient should pay the bill or wait. Michael asked everyone to pay their bills so to be sure there are no additional actions.

Steve Mitchell asked that appropriate customer service is provided to residents.
Karen, 53 Teller Drive thanked the board for their service and understands that the board is looking to change its name to something gender neutral. She provided several titles that have changed over the years to a title that is gender neutral.

Katie Juriss Rodman Road raised concern about the Hall House. Kate requested that the Hall House is not declared as surplus.

Chuck Litz climate change thanked the board for everything they have done on the Eversource Project.

Mark Dassoni welcomed Joe back to the board and welcomed Brandi. Additionally, Mark explained that he taped a show on the Eversource Project, and he hopes everyone gets a chance to see it and he hopes the town work together on a solution.

Carl, 218 Myrtle Street explained that he is very concerned with vehicular speeds and he would like someone to address this issue.

**Scheduled Hearings/Appearances**

**Middlesex Auto Reconditition Transfer of License**

Rob Scherer read the legal ad to open the public hearing on the transfer of license for Middlesex Auto Reconditioning.

Steve Mitchell made a motion to suspend the hearing. This motion was seconded by Yolanda Greaves with a unanimous vote of 5-0-0.

Steve Mitchell made a motion to open the public hearing. This motion was seconded by Yolanda Greaves.

Gus Rocha explained that the has been working in the family business for 5 years and thanked the town for their support. Gus would like to have the business transferred into his name.

Yolanda Greaves made a motion to close the public hearing. This motion was seconded by Steve Mitchell with a unanimous vote of 5-0-0.

Yolanda Greaves made a motion to approve the Transfer of Middlesex Auto Reconditioning Class II License to Gustavo Rocha. This motion was seconded by Joe Magnani with a unanimous vote of 5-0-0.

**Board Re-organization**

Brandi Kinsman thanked everyone that voted and supported her. She said she is honored and humbled to serve on the board. She noted that she is only the seventh women to be elected to the board.

Joe Magnani thanked Rob for the chairing the board for the past year. He said that it is an honor to serve and is grateful for everyone that supported him.

Steve Mitchell thanked and welcomed Joe and Brandi to the board.

Yolanda Greaves thanked Joe for running for a third term and welcomed Brandi.

Rob congratulated Joe on returning to the board and welcomed Brandi. Additionally, Rob said that we have a great board with a good management team and staff and feels that many initiatives that will get done. He mentioned initiatives that are being worked on such as the Upper Charles trail, the Eversource strategic plan, action on climate change to name a few.
Yolanda Greaves made a motion to nominate Steve Mitchell as Chair. This motion was seconded by Joe Magnani with a unanimous vote of 5-0-0.

Joe Magnani made a motion to nominated Yolanda Greaves as Vice Chair. This motion was seconded by Brandi Kinsman with a unanimous vote of 5-0-0.

Yolanda Greaves made a motion to nominated Joe Magnani as Clerk. This motion was seconded by Rob Scherer with a unanimous vote of 5-0-0.

Steve and Joe summarized that during their terms they would like the town and the community to continue to support those in need.

**Eagle Scout Project**
Rob St. Germain, member of the Forest Committee and Sam Clancy, Eagle Scout, reviewed a proposed project plan to repair the stone building located in the Town Forest. Sam further explained that cleaning up site and shoring up and securing the structure is the focus of his project and he will work with a mason that will assist him and repair the chimney. He will also clear the brush on the path and away from the structure. With the funding he is seeking, Sam said he will purchase a bench, lumber and masonry supplies.

Brandi asked how long Sam expects the project to take. Sam responded approximately 20 hours and that he has been able to rally others to help.

Yolanda Greaves made a motion approve the request for funding in the amount not to exceed $750.00 from the Selectmen’s Gift Account. This motion was seconded by Brandi Kinsman with a unanimous vote of 5-0-0.

**FY18 External Financial Audit**
Ed Boyd is representing Malanson & Heath explained that he will deliver the results of the June 30, 2018 External Financial Audit. Overall the audit went very well and thanked those that assisted in the audit process.

Ed reviewed financial highlights, key metrics and general feedback. The General Fund Unassigned Fund balance was $8.7 million, an increase of $1.0 million over the prior year, which shows good budget decisions. We continue to see investments in funding capital with existing resources and free cash. Eighty-nine percent of debt burden is being paid off in a 10-year period and that is better than the average. Ed explained that our unfunded Other Post-Employment Benefits (OPEB) liability, which is retiree health insurance, is $32 million and continues to be an area to work on. Ed said that we have a plan in place to address pensions which is a step in the right direction. He advised the community to continue to be active, so we do not have to be reactive.

Ed remarked that recommendations are outlined in the management letter and includes the following. Improving internal control on departmental receipts and developing an accounting manual that documents guidelines and policies. In FY18 the town resolved single audit changes regarding federal awards and documented how the cash and procurement is being handled. Ed suggested documenting the right off policy for uncollected receipts so the steps that need to be taken are clear. Resolving yearend timing issues and reconcile in a quicker manner. Police detail records should be reconciled at yearend so to ensure the deficit at yearend is made whole. Lastly, Ed recommended that access to financial systems and software is restricted to ensure access is limited to only those who truly need it for their role.

Michael suggested continuing with Malanson & Heath as the town’s external auditing firm.
Yolanda Greaves made a motion to appoint Malanson & Heath as the external financial auditors for a 3-year term, with the understanding that there is a new principal at least every three years. This motion was seconded by Joe Magnani with a unanimous vote of 5-0-0.

**Board of Selectmen/Town Manager Priority Project Update**

**Rail Transit District**

Michael reported that ComCom and Joel Arbcitman completed a walk-through on the portion of the Upper Charles Trail near trolley brook to assess its condition.

Michael mentioned that Thom Powers has reached out to the board on behalf of UGC regarding their proposed development. Thom has invited anyone interested in viewing the site to walk the property on Sunday. Michael suggested the board define what the 20-24 acres should look like and propose the design to UGC including a larger buffer.

The members discussed whether they should develop a plan to present to UGC that outlines their expectations concerning the acreage to retain for a buffer, open space, the trail location, as well as the number of units and percentage of affordable, and doing so before the developer appears at the next meeting and before the Planning Board. Michael also asked that feedback is obtained from abutters.

**Public Safety Building**

Michael reported that the Public Safety Building project timeline for design and engineering has slated construction to begin in the summer of 2020.

**Downtown Improvements**

Michael reported that soil probes have not revealed any issues or contamination. In addition, MassDOT raised concern with the conceptional plans that place bike lanes in the quiet zone, as it will affect the location of the track gates.

Roberta Soolman urged the board hold off on making decisions that could impact the bike route without first meeting with the Upper Charles Trail Committee.

Michael also reported that the bids for the water main work on Main St. and Summer St. came in $500,000 lower than expected and the work is scheduled to begin in July. Michael explained that he met with several of the businesses that could be impacted by the project and their feedback was that ongoing communication about the project will be extremely important.

The Riverwalk bid came in much higher than expected and as a result DPW will do some of the site prep work. A reduced scope bid has gone out and are due next week.

**Town-wide Strategic Plan**

Michael said that the housing section of the plan is in progress and that the open space parcel analysis will be included but should be completed in cooperation with the Open Space Committee.

**Warren District**

Michael Herbert explained that the Warren District was approved by the board in January. He reviewed the proposed restoration plans for 22 Elliot Street, the Warren Barn, 433 Chestnut Street and the Chestnut Street Barn. He said that he and Jen Ball met with Framingham State University (FSU) to explore a plan to work jointly to meet the requirements set by the National Registry of Historic Places. In addition, Michael said FSU proposed creating a dog park and is also interested in collaborating with Ashland to complete that project.

Steve asked for comments from the audience.
Kate Jurczyk asked that the affordable component is included in the RFP. Yolanda Greaves recalled a tour she took of the building and said that it needs significant work therefore making it affordable would be unfeasible.

Jenn Ball mentioned that an RFP for the designer for the Warren Barn is out and is due on January 19th.

**Valentine Property**
Michael reported that the Veteran’s Construction team has completed repairs on the chimney. More information concerning this project will be available in July.

**Consent Agenda**
A. Approve Minutes from May 20, 2019 Scholarship Sub-Committee.
B. Accept donation of 20.00 which was found and deposited into Misc. Revenue.
C. Accept donation in the amount of 219.99 from Koduvayur Narayana to purchase a freezer which will store vaccines.
D. Accept donation in the form of a check in the amount of 100.00 in memory of Alexander Divaris.
E. Waive 15-day waiting period with respect to the Town Manager’s appointment of Joshua Morse to Cemetery, Parks and Trees Department.
F. Declare 433 Chestnut Street as surplus property.
G. Declare 1999 Ford F350 1FDWF36S9EC11029 as surplus.
H. Appoint Cynthia Livingstone as Acting Town Clerk to serve during the absence of the Town Clerk.
I. Appoint Vincent Alfano to the Public Safety Building Committee until completion.

Motion to pull the item that requests to declare 433 Chestnut Street as surplus property.

Joe Magnani made a motion to accept the Consent Agenda minus 433 Chestnut Street. This motion was seconded by Yolanda Greaves with a unanimous vote of 5-0-0.

**Old / New Business**

**Selectmen Meeting Dates**
Steve explained that the board will meet on July 24th and will meet on July 17th if needed. Additionally, the board will meet on August 7th with an additional meeting on August 21st if needed.

**Selectmen Scholarship Recipients**
Joe Magnani and Yolanda Greaves explained that they received about 20 applications and the board provided $1,000 scholarships to Jessica Rose and Kevin Rabidou.

**Discuss Name Change for the Board**
Rob Scherer explained the resolution he provided the board on changing the name of the board to a gender-neutral name.

Michael Herbert said that from a legal perspective the resolution is good, but to consider changing the section concerning the Charter Review Committee process.

Brandi Kinsman explained her view of the importance of a name that reflects inclusiveness and said she surveyed several residents, and nobody was opposed to change. She said she supports changing the name to Select Board.

Joe Magnani explained that when the name change was first proposed he asked Yolanda if she felt slighted by the name. Joe explained that Yolanda said that a name is just a name and she did not take offense to the name Board of Selectmen.
Yolanda Greaves said that conversation is interesting but has never felt a title would prevent anyone from running for office based on name. Yolanda she is not fully in favor of Select Board and does not want to move forward with the resolution piece of it.

Rob St. Germain suggested that the board consider changing its name to the Executive Board.

Rob Scherer said the resolution should be voted on and that the board should not delay action as it was proposed over a year ago. He also said the resolution would be for staff to use when referring to the board.

Karen wants to urge board members to use a gender-neutral term.

Roberta Soolman said that during the last Charter Review meeting there were no concerns raised about changing the terms or the board’s name to a gender-neutral name.

Mark Dassoni said that the current Board of Selectmen should be changed to Select Board.

Joe Magnani made a motion to amend the resolution to remove #3. This motion was seconded by Joe Magnani with a vote of 2-3 (Mitchell, Kinsman, Scherer).

Rob Scherer made a motion to approve the resolution as presented to change the name from “Board of Selectmen” to “Select Board” with the change that the Charter Review Committee is urged to reflect these gender-neutral terms at the next revision. This motion was seconded by Brandi Kinsman with a vote of 3-2 (Greaves and Magnani).

**Ashland Capital Plan Bonds**

Michael Herbert asked to authorize the Clerk of the Board to sign documents associated with the Ashland Capital Plan Bonds in the amount of $9,286,000.00 and vote that the maximum useful life exceeds 15 years on fire truck and modular classrooms.

**VOTE OF THE BOARD OF SELECTMEN**

I, the Clerk of the Board of Selectmen of the Town of Ashland, Massachusetts, certify that at a meeting of the board held June 5, 2019, of which meeting all members of the board were duly notified and at which a quorum was present, the following vote was unanimously passed, all of which appears upon the official record of the board in my custody:

**Voted:** that the maximum useful life of the departmental equipment listed below to be financed with the proceeds of the $1,321,000 portion of the borrowing authorized by the vote of the Town passed May 1, 2019 (Article 4) is hereby determined pursuant to G.L. c.44, §7(1) to be as follows:

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Borrowing Amount</th>
<th>Maximum Useful Life</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warren School Modules</td>
<td>$711,000</td>
<td>15 Years</td>
</tr>
<tr>
<td>Fire Pumper Truck</td>
<td>$610,000</td>
<td>15 Years</td>
</tr>
</tbody>
</table>
I further certify that the vote was taken at a meeting open to the public, that the vote was not taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above vote) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located, or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the subject matter of this vote were taken in executive session, all in accordance with G.L. c.30A, §§18-25 as amended.

This motion was seconded by Yolanda Greaves with a unanimous vote of 5-0-0.

**FY19 End of Year Department Transfers**

Michael Herbert explained that the Finance Committee met last night and approved the transfers of funds, which are transfers from salary contingency into different personnel based on COLA adjustments or settling contracts in the amount of $405,000. Review request for FY19 End of Year Department Transfers Per MGL Chapter 44

Yolanda Greaves made a motion to approve the FY19 End of Year Transfers Per MGL Chapter 44 as requested and presented. This motion was seconded by Rob Scherer with a unanimous vote of 5-0-0.

**Eversource Update**

Michael Herbert explained that the reply brief is due tomorrow June 6th and he thanked Diane and others who were involved in providing the facts sheet. Rob asked whether hiring an energy expert to review the accuracy of the information provided should be considered.

**Town Counsel Appointment**

Michael Herbert asked the board to vote to appoint Mead, Talerman & Costa LLC as Town Counsel for a term of 1 year beginning July 1, 2019.

Yolanda Greaves made a motion to appoint Mead, Talerman and Costa as Town Counsel for the Town of Ashland for a term that runs from July 1, 2019 to June 30, 2020. This motion was seconded by Brandi Kinsman with a unanimous vote of 5-0-0.

**Town Manager Report**

Michael mentioned that the MetroWest Daily News is changing their business model, which will eliminate beat reporters associated with specific towns and moving to a topical format. Michael said he will inquire what the press release process the town should follow going forward.

**Board Reports**

**Brandi Kinsman**

Brandi took part in the Memorial Day services and parade.

Last Thursday Brandi attended the Exile on Main Street conference in Boston with Beth Reynolds and Jenn Ball. The conference was about economic development and solutions to address empty store fronts.

Last night she attended the ABA and they provided two $1,500.00 scholarships, and on Saturday she is attending the MMA conference.

The Friends of the Upper Charles Trail is hosting a walk on Sunday at 2:00 pm.
Rob Scherer
Rob attended the Memorial Day Parade and said it is always a great event and urges everyone to try to attend next year.

Rob asked Michael about the status of the recycling contract. Michael explained that the current contract does not end until 2022. Rob asked that the Sustainability Committee get involved in the process in the future. Michael said that we are looking to have a Sustainability Coordinator on staff by the end of the summer.

Rob reported the board received a letter from the BAA thanking the board for its cooperation with this year’s marathon.

Rob explained that he had received a survey from Foundation for MetroWest he wanted to be sure that others were connected in with the organization.

Yolanda Greaves
Yolanda thanked Joe for representing the board at graduation and congratulated all the graduates.

Yolanda attended the MAPC annual meeting and represent Ashland and was re-elected to their Executive Board and she is looking to work with Tara on the census initiative.

MMA Policy Meeting yesterday and is in her 2nd term on the 2-year appointment. The discussion was on marijuana social consumption and distribution and how to address both at a local level.

Yolanda reported that on Sunday at the YMCA in Hopkinton there is a K-9 5K Fun Run. Also, she suggested that the police provide a refresher on the four-way stop sign, because the public is not sure how to handle the intersection.

Joe Magnani
Joe thanked everyone that supported him and elected him to his 4th term.

Joe thanked Brett Walker for his speak at the Memorial Day Ceremony.

Joe congratulated Maryann and Ozzie Iarussi on the 70th Wedding Anniversary.

Joe sent out his condolences to the Duca Family on their loss of Sam Duca.

Steve Mitchell
Steve reported that he will be participating in the 5K.

Steve would like to stay on task with having boards and committees come before the board and provide updates. He wants to expand the description information on the agenda. In addition, update the 2019 Policy and Procedures.

Steve reported that he and Michael went met with the MBTA in Boston last week and as a result the MBTA will address the Ashland Commuter Rail station improvements.

Steve mentioned an article in the Globe that discussed housing and how zoning is controlled by local government and is that the best way to handle it.

Steve reminded all that the Farmer’s Market on Saturday is opening day.

Steve expressed his condolences to the River’s Family on their loss.
He announced the next meeting is scheduled on June 19, 2019.

Adjournment
Yolanda Greaves made a motion to adjourn. This motion was seconded by Joe Magnani with a unanimous vote of 5-0-0.

Meeting Materials:
This agenda is subject to change and includes those items reasonably anticipated by the Chair to be discussed at the meeting. Not all agenda items may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.
SELECT BOARD
Minutes
June 19, 2019 – 6:15 PM
Town Hall

Vision Statement - The Town of Ashland will be a prosperous and fiscally sound community with a full range of housing, business, cultural, educational, and recreational opportunities in a safe and attractive environment for residents and visitors.

Mission Statement - The Ashland Select Board is dedicated to promoting responsible fiscal management, advocating for sustainable development & growth and providing excellent municipal services which will enhance the quality of life in our diverse community. The Ashland Select Board is committed to providing clear goals and objectives for Town management and creating effective engagement and public participation with residents, state legislators and other elected officials in order to achieve our mission.

Call Meeting to Order – Steve Mitchell 6:15 pm
Executive Session - Pursuant to G.L. c. 30A sec 21(a)(6) to consider the purchase, exchange, lease or value of real property identified as 0 Tri Street in which the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body. Additionally, Pursuant to G.L. c. 30A sec 21(a)(2) the Board to review the Memorandum of Agreement between the Ashland Police Union and the town of Ashland.

Steve Mitchell called the meeting to order at 7:00 pm and mentioned that WACA TV is recording and broadcasting the meeting live. Present at the meeting were Chair Steve Mitchell, Vice Chair Yolanda Greaves, Joe Magnani, Rob Scherer, Brandi Kinsman and Town Manager Michael Herbert.

Steve Mitchell asked Mark Dassoni to lead the Board in the Pledge of Allegiance.

Citizen’s Participation
Mark Dassoni mentioned that the meeting is not being broadcast live by WACA TV but will be broadcast at numerous other times. Mark also explained that he recorded a show discussing the Eversource Project.

Scheduled Hearings/Appearances
Upper Charles Trail Committee Update
Rick Hampson, a member of the Ashland Trail Committee, provided the board with the update on the Upper Charles Trail and the proposed route. Rick explained a couple of the challenges they have encountered and suggested options to address these challenges. Rich explained that the committee is working to secure various sources of funding, such as grants and bond bills and determining the requirements to qualify. Michael Herbert asked, and Rick responded that the total cost for the trail is estimated to be $10 million, which includes the engineering and construction costs.

Rich highlighted the priorities which include the most critical easements including the High Street, MBTA Road, Ashland State Park, Main Street to Chestnut Street, the High School to Cedar Street and the rear of Market Basket. He detailed the significant impact on the project if these easements are not secured. Rick explained that the committee is asking the town to provide resources as well as a meeting with the Select Board and Town Manager to discuss resources, outreach to the landowners concerning the easements, and to prioritize the project.
Joe Magnani asked for additional information on the segment of the trail that would be located near the Public Safety Building parcel. Rick explained that access to GIS mapping software would allow them to provide the level of detail he may be looking for.

Joel Arbeitman explained that the committee is trying to stay as close to the cemetery as possible but explained they would like to stay as far from the Public Safety Building as possible.

Rob Scherer explained that he is a member of the committee and endorses the presentation and thanked Rich.

Joel Arbeitman suggested that perhaps tagging the trees may be helpful for those looking to understand where the proposed trail will go.

Yolanda Greaves thanked everyone on the committee for everything they have done and hears that they are looking to me moved up on the priority list. She said she feels as other items move off the list it may provide room to move the trail project up. Additionally, Yolanda explained that once the new Town Planner is acclimated and the Assistant Town Planner is hired, those resources will likely be able to assist with the GIS work to help support the trail.

Martin Ring explained that the mapping cannot be completed without the town providing resources.

Steve Mitchell explained that our new Town Planner has experience with trails and feels that he will be a great resource. Michael explained that some of the expertise needed such as a transportation engineer may have to be hired because we do not have staff with that knowledge. He said he wants the committee to understand the trail is always on their mind, but he really needs to understand what resources are needed and which needs can be addressed by inhouse by staff.

Brandi Kinsman explained that she participated in the recent Friends of the Trail dike trail walk and was unaware of that part of town. She asked about the environmental bond bill and where the committee is with the process to obtain those funds. Joel Arbeitman explained that he had a conversation regarding the funding with a representative from Karen Spilka’s Office and the information he was provided was to be shovel ready before applying for funding.

Rob Scherer and Steve Mitchell indicated that they are going to work with the committee to see if they can assist in addressing some of the next steps.

Joe Magnani explained that the landowner that donated the Public Safety Building parcel has provided the town additional land which may be beneficial to the trail process.

**Public Hearing – Wine Empire – Alteration of Licensed Premises**
Steve Mitchell explained that the application was withdrawn prior to the hearing.

**Economic Development Incentive Program/Rules and Regulations**
Steve Mitchell read the public hearing to open the public hearing on the Economic Development Incentive Program and rules and regulations.

Beth Reynolds, Economic Development Director, recapped what the program is and how it works. She explained that the program provides funding for a new business coming into town or an existing business that is looking enhance their operation.

Joe Magnani asked if a business is required to be in town for a period of time and Beth responded that they are required to be in town for 3 years or a 90% claw-back clause is enforced.
Beth explained that the program has been popular and has exceeded expectation. She also said that she is working with a business that is looking to come into town and this program has been a great tool when speaking to the business owner. Michael added that the demand for the program has exceeded what was appropriated originally and the meal tax and special revenue account have been very important for providing funding for the program.

Yolanda congratulated Beth on her State Unsung Hero Award presented yesterday at the State House. She also asked who appoints the Economic Advisory Board and lists the four members. Michael explained that Advisory Board is a Town Manager appointment.

Rob Scherer asked why this committee is appointed by the Town Manager and not the Select Board. Michael explained the process was developed when the Home Rule Petition was created.

Yolanda Greaves made a motion to adopt the rules and regulations of the Ashland Economic Development Program as presented. This motion was seconded by Brandi Kinsman with a unanimous vote of 5-0-0.

**Board of Selectmen/Town Manager Priority Project Update**

**Rail Transit District**

Michael explained that there was a site walk last week that was attended by about 20 people.

Brandi reported that she attended the walk and explained that residents have concerns on the overall size of the project and the number of the units. She said the next step in the project is the balloon test that will take place on Friday. Tom Powers, of Powers Realty representing the United Group, explained that 4 to 6 balloons will be places on the site to represent the peak of the roof and the helium should last about 24 hours. Brandi also mentioned that Tom is been willing to answer questions raised by the residents.

Michael explained that additionally there is land that has been provided for municipal purposes and stated that the School Dept would also be interested in a potential use for the land.

Tom Powers explained that he understands that there is a potential of the Upper Charles Trail not needing the trail easement that they had expressed a need for prior between Cyrus and UGC.

Michael explained that he will be working with Compass Group, the project manager for the Mindess project, who is developing the feasibility study for the Mindess School therefore this is just a conversation at this point.

Michael explained that he checked on the Mass Trails Grant and found that it is still on the Governor’s desk.

**Public Safety Building**

Michael reported that HKT and Vertex, the architect and project manager, respectively, met with the Chief’s last week to discuss the components of the project. He said that Fafard originally gifted the town 4 acres but may be open to adding more.

Joe Magnani explained that he met with Mr. and Mrs. Fafard and they are willing to gift additional land to the town which will allow for additional parking or add another possible use in the area.

Michael said that he provided the board with an updated gift agreement and he is requesting the board vote on the new agreement for the additional property.
Rob Scherer thanked Joe and Michael for their negotiation work to obtain the land and asked that once the use is determined the Fafards are recognized.

Yolanda Greaves made a motion to approve the gift agreement between 58 Exchange Ashland LLC and the Town of Ashland for the additional land as outlined in the map. This motion was seconded by Joe Magnani with a unanimous vote of 5-0-0.

**Downtown Improvements**  
Michael reported that the water main work project will begin the first week in July at Main Street and Water Street and it will have some impact on traffic. Overall the project will take approximately one and a half month.

Yolanda Greaves asked, and Michael agreed to push out periodic email communications on the project.

Michael also said that he has been working with Eversource on the design for the underground utilities and the process has been frustrating because the response has been slow.

**Town-wide Strategic Plan**  
Yolanda asked Michael if he would review the MAPC Strategic Plan to identify areas that may be appropriate to add to the town’s strategic plan.

**Warren District**  
Michael mentioned that at the last meeting the board discussed the declaring the Hall House as surplus. He explained doing this would allow a private contractor and to restore the property and sell it with a historical deed restriction.

Rob voiced a concern on the town selling a property that could be included in a historic district and suggested convening a committee or working group to vet these decisions. Rob explained that the barn behind the Hall House is owned by Framingham State and that we should continue communication with the university on how to partner on the memorandum of understanding and other common goals.

Steve requested that Yolanda work with Framingham State on the Dog Park proposal.

**Valentine Property**  
Michael explained that a public forum on the Valentine Property will be held on July 22nd at the Community Center at 7:00 pm. The presentation will be facilitated by David Foster and include what has been done to stabilize the property and a discussion on future uses.

**Consent Agenda**  
A. Approve the Regular Session Minutes from May 15, 2019.  
B. Approve the request for 2019 Cystic Fibrosis Cycle for Life event that is scheduled for Saturday October 5, 2019.  
C. Waive 15-day waiting period with respect to the Town Manager’s appointment of Michael Cunningham to the Police Department as an Auxiliary Officer.  
D. Appoint Michael Snyder to the Ashland Police Department, as a police officer, effective July 8, 2019.  
E. Declare the IBM Wheel Writer 3 Typewriter in the Assessor’s Office Surplus.  
F. Approve the Request from Greater Ashland Lions club to hold a Toll Road on September 28, 2019 with a rain date of October 5, 2019.  
G. Appoint Isabel Perez to the Ashland Cultural Council to a 3-year Term that will expire on June 19, 2022.
Yolanda Graves made a motion to accept the Consent Agenda as presented. This motion was seconded by Brandi Kinsman with a unanimous vote of 5-0-0.

**Old/New Business**

**Police Department Memorandum of Agreement**

Michael Herbert explained that the Town of Ashland has reached a Memorandum of Agreement with the Ashland Police Union for fiscal years 2018 to 2021 that included a 5% cost of living adjustment over 3 years, 1% adjustment based on the acceptance of the Employee Handbook and a 1% merit stipend for the department achieving certification.

Yolanda Greaves made a motion to approve the Memorandum of Agreement between the Ashland Police Union and the Town of Ashland. This motion was seconded by Joe Magnani with a unanimous vote of vote of 5-0-0.

**Eversource Briefing Update**

Michael explained that the Eversource brief is due tomorrow and those interested can review it online under Docket # EFSB18-02. Michael mentioned that he received the peer review report and he will draft a response to Siting Board.

Rob suggested that the reply brief is forwarded to the state legislators and governor requesting their support for the Siting Board to deny the request.

Diane Ring thanked the board for the communication concerning the project and finding a common ground. Diane asked if there is time for additional comments after the briefing. Michael explained that an opportunity for public comment will come after the Siting Board’s decision.

Mark Dassoni asked if his show assisted in the process and Michael responded that he thought it was full of information.

**Authorize the Signing of the Notes**

Michael Herbert explained that the Notes for the Borrowing Approved at Town Meeting in the amount of $5,211,000 which includes $3,000,000 (Land Acquisition-Trail Transit District), $711,000 (School Modulars) and $1,500,000 (Water Utilities Upgrade).

Yolanda Greaves motion that the board to sign the notes as presented. This motion was seconded by Joe Magnani with a unanimous vote of vote of 5-0-0.

**Town Manager Reports**

**Update on Excise Tax Bills/Demand Fees**

Michael explained that he and Treasurer spoke to other communities and DOR and found that the town is not authorized to waive fees over $15.00. Michael stated that a mailing will be included with the next bill explaining how to sign up electronic billing.

Lastly, Michael said he would like to investigate reducing the demand fee from $30.00 to $15.00 to give the Treasurer the flexibility to consider payment history with an opportunity to waive the fee, if possible.

**Update on the Municipal Aggregation Program**

Michael updated the board on the Municipal Aggregation Program. The new Eversource rate will be $0.00211 less than the Municipal Aggregation Program rate but the municipal program is a renewable rate. The board said member of the municipal program can opt out at any time. Michael explained that Colonial Power will add an increase to bill that will pay for the Sustainability Coordinator. Brandi asked that information is shared concerning the Sustainability Coordinator’s objectives.
Update on Stormwater Enterprise Fund
Michael reported that the next water bill will include information regarding the new stormwater fee. The board agreed to also share information about the fees via the Notify Me email, the town’s website and social media.

Sustainability Coordinator Update
Michael asked the Sustainability Committee to review job descriptions in order to develop a job posting with requirement they find important and have a member participate in the interviews. The posting will be advertised in July on the town’s website, with Clear Company, MMA website and possibly Indeed.

Exercise Grant
Susan Robie explained that gym equipment, obtained by a $38,000 insurance company grant and funds from the Recreation Dept., will be installed in the field behind the Community Center. The equipment will be appropriate for adults and youth.

Brandi asked if the location of the equipment will impact Ashland Youth Soccer’s ability to use the field. Susan said their needs were considered in the placement of the equipment.

Citizen Survey
Michael reported that another National Citizens Survey will be conducted in the fall and sent to randomly selected households. However, anyone can elect to complete it, but those responses will be isolated from the controlled group’s response.

Rob explained that the Grafton Commuter Rail station has a survey at their station that participants can respond to using their cellphone and asked if we may consider implementing a similar one.

Riverwalk Project
Michael said that the bids have been received on the Riverwalk Project and the scope of the work has changed a bit, as DPW will do some of the work.

Board Reports
Joe Magnani
Joe attended the Farmer’s Market opening day.

He reminded all that the Snack Shack at Stone Park is opening on Monday and will operate Monday through Friday, on Tuesday the Summer Concert series begins, and movie nights will be held on Thursday nights at the Stone Park Pavilion. More information can be found on ashlandday.com and WACATV.

Also, the St Cecilia Carnival will take place this weekend.

Yolanda Greaves
Yolanda attended the MAPC Executive Committee meeting in Boston today. She reported that their budget is scheduled to be voted on time.

Next Thursday 8:00 am to 10:00 am the MWRC meeting will be held at Town Hall and the discussion will focus on housing for seniors and how to keep them in the town when selling their single-family home.

Yolanda offered congratulation to the Farmer’s Market for two successful markets.
On Sunday Yolanda also attended the YMCA K-9 5K, in support of the Dog Park Committee.

Rob Scherer
Rob explained that the Upper Charles Trail Dike walk extends to Maple St. and the rail line, so it is very close to connecting.

He attended Professor Hoffman’s Stone Prayer presentation about stone structures and said that Ashland may want to look at protecting these historic structures.

Rob registered for the MMA Climate Zoning Webinar.

Rob reported on the Last Mile Transit funding from DOT, which addresses transportation that people use to get from the train station to home. He would like to have the Hopkinton, Southborough and Ashland look at this as a group. Michael said he worked with Ed Burman and Legacy Farms on a van service shuttle to and from the Commuter Rail station.

Brandi Kinsman
Brandi attended the MMA meeting on June 8th in Sharon and found it interesting and one of discussions was concerning town's changing their name. The also offered topics for new board members including finance and open meeting law.

Brandi represented the board on June 9th at the Apple Ridge walk and will attend the balloon test on Friday. Brandi reported that she will also attend the Planning Board meeting.

On June 9th Brandi participated in the Friends of the Upper Charles Trail Dike walk.

She reminded all that Monday was the last day of school, and St Cecelia Carnival will take place this weekend

Steve Mitchell
Steve reported that a letter from Superintendent Adams raised concerns regarding school funding. He explained that additional information is available online

He read a letter received a letter from a resident concerning the commuter rail parking and explained that spaces are very limited after 8:30 am which excludes residents’ access to the station.

Steve reported that the Development Liaison meeting took place yesterday and it worked well.

He also asked the board to think about a retreat and he will send out a few dates this summer on an evening or weekend.

Adjournment
Joe Magnani made a motion to adjourn. This motion was seconded by Yolanda Greaves with a unanimous vote of 5-0-0.

Meeting Materials:
This agenda is subject to change and includes those items reasonably anticipated by the Chair to be discussed at the meeting. Not all agenda items may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.
July 1, 2019

Mr. Michael D. Herbert
Ashland Town Manager
101 Main Street
Ashland, Massachusetts 01721

Dear Town Manager Herbert:

This letter is being respectfully submitted to advise the Ashland Board of Selectmen of my sincere desire to be re-appointed as a Constable for the Town of Ashland, MA when my current constable appointment expires on October 20, 2019.

The reason that I am submitting this re-appointment request early is due to the fact that I am hopeful of ensuring that the re-appointment process is as smooth as possible for the Ashland Board of Selectmen and that they have all the information they need.

I was initially appointed as a Constable for the Town of Ashland on October 30, 2014. In addition to serving as a Constable for the Town of Ashland, I am also serving as a sworn and bonded Constable for the following eight (8) Metro-West Cities and Towns: Framingham, Holliston, Hopkinton, Marlborough, Maynard, Southborough, Sudbury and Wayland, MA.

In many of the cities and towns that I currently serve as a constable, the process requires a letter requesting re-appointment and I always send an updated resume to each Board of Selectmen. Accordingly, I am submitting the enclosed up-dated resume with this letter for your information and possible utilization relative to my request for re-appointment.
It has been an honor to provide Constable services in the Town of Ashland since October 30, 2014 and I am hopeful to be able to continue serving in this manner. If the Board of Selectmen should require any additional information, documentation or any other background forms relative to this request for re-appointment, please feel free to contact me at any time at 603-383-2001.

Sincerely,

[Signature]

William E. Pickett, Jr.
Attachment
WILLIAM E. PICKETT, JR.
Framingham, Massachusetts 01702

Telephone

EDUCATION: Northeastern University, Boston, Massachusetts B.S. Degree with Honors in Law/Law Enforcement.

EXPERIENCE: Over forty five years of successful and productive experience in the Military Service, and in the State and Federal Law Enforcement Field. Received numerous commendations, and awards for superior performance and outstanding criminal investigative accomplishments. I have a strong background in management, and proven capability in planning, directing and supervising people in sensitive overt and covert civil and criminal investigations at both the state and federal level.

11/2008 COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF STATE
11/2018 POLICE LAW ENFORCEMENT OFFICERS SAFETY ACT COURSE
(LEOSA) INSTRUCTOR

Certified by the Colonel of the Massachusetts Department of State Police to teach approved firearms courses statewide to Qualified Retired Federal, State, County and Municipal Law Enforcement Officers residing in the Commonwealth of Massachusetts. Under the Federal Law Enforcement Officers Safety Act, (LEOSA). This training qualifies retired law enforcement officers to carry concealed firearms nationwide.

06/2007 LICENSED PRIVATE INVESTIGATOR IN THE STATE OF FLORIDA
05/2017

Authorized to perform various types of investigative and executive protection services throughout the State of Florida. License Number C2700289. Also licensed to carry and utilize concealed firearms statewide under Florida Firearms Statutes.
09/2004  CONSTABLE FOR THE FOLLOWING NINE CITIES AND TOWNS IN PRESENT THE MIDDLESEX AND WORCESTER COUNTY AREAS OF THE COMMONWEALTH OF MASSACHUSETTS:

Sworn and Bonded Constable for Ashland, Framingham, Holliston, Hopkinton, Marlborough, Maynard, Sudbury and Wayland, Massachusetts County of Middlesex and Southborough, Massachusetts County of Worcester.

Constables in the Commonwealth are Municipal Officials appointed for a term of one to three years and serve judicial process (both civil and criminal) in the cities and towns where they are elected or appointed under Massachusetts General Law.

10/2004  MEMBER; VICE PRESIDENT OF THE MASSACHUSETTS PRESENT BAY CONSTABLES ASSOCIATION, INC.

This is the largest Statewide Professional Association of Sworn, Bonded and Active Serving Constables in the Commonwealth of Massachusetts.

04/2004  FIREARMS CONSULTANT FOR THE OFFICE OF THE ATTORNEY 06/2009 GENERAL, COMMONWEALTH OF MASSACHUSETTS

Contract Firearms Consultant for the Consumer Protection and Antitrust Division, Office of the Attorney General, Commonwealth of Massachusetts.

09/2003  LICENSED PRIVATE INVESTIGATOR, IN THE COMMONWEALTH 12/2016 OF MASSACHUSETTS

Owner/Operator of North Atlantic Investigative Services a Private Investigative Agency, License Number LP-0063A. Authorized to conduct various types of investigations throughout the state under the Laws of the Commonwealth of Massachusetts.

10/1998  COMMONWEALTH OF MASSACHUSETTS, DEPARTMENT OF STATE 10/2018  POLICE CERTIFIED BASIC FIREARMS SAFETY COURSE INSTRUCTOR

Certified by the Colonel of the Massachusetts Department of State Police to teach approved courses in Basic Firearms Safety statewide in the Commonwealth of Massachusetts. This training qualifies Massachusetts Residents to obtain a License to Carry Concealed Firearms throughout the Commonwealth.
Responsible for the statewide overall operation and official functioning of all aspects of the Firearms Record Bureau. Work closely with the Massachusetts House and Senate Committees on Public Safety researching various questions for them on firearms licensing and firearms sales issues. Work on a daily basis with the 351 Massachusetts Chiefs of Police, the Executive Office of Public Safety, the Massachusetts State Police, the various statewide District Attorneys, the Massachusetts Attorney Generals Office, the United States Attorneys Office, and with over 400 Massachusetts State and Federal Licensed Firearms Dealers and with the federal law enforcement agencies stationed in the Commonwealth assisting them with various firearms related issues, including the investigation of illegal firearms transactions, and crime gun traces.

When required, testify in federal and state court relative to these issues. In the capacity of Director of the Firearms Record Bureau, I also served as a member and vice chairman of the Governors Gun Control Advisory Board.

This is a seven member board that has the responsibility of advising the Executive Office of Public Safety on various matters relating to the implementation of the Massachusetts Gun Control Act of 1998. I was appointed to the Gun Control Advisory Board on April 12, 1999 by former Governor Paul Cellucci.

During my tenure as Director of the Firearms Record Bureau all operational activities were conducted within budget constraints and the Firearms Record Bureau received the following state and national level commendations and awards:

Governor Paul Cellucci commended the Firearms Record Bureau on May 11, 1998, for capturing two top national awards for the innovative use of information technology to track and retrieve data on firearms sales and firearms licenses statewide.

The Firearms Record Bureau won both the prestigious Vision Award and the Vertical Market Solution Award in the Government category. The Vision Award is national in scope, and encompasses a social dimension that no other technology award addresses.
The Firearms Record Bureau was awarded two Certificates of Recognition under the Massachusetts Performance Recognition Program, for Outstanding Performance in Servicing the Law Enforcement Community and the General Public in September, 1999 and in September, 2000.

The Firearms Record Bureau was also awarded the Distinguished Law Enforcement Service Award, For Outstanding Service and Assistance to the Law Enforcement Agencies of the Commonwealth. This award was received from the Massachusetts Association of Italian American Police Officers, Inc. in October, 2000.

08/1969        UNITED STATES TREASURY DEPARTMENT, BUREAU
03/1997        OF ALCOHOL, TOBACCO AND FIREARMS LAW ENFORCEMENT BRANCH

SPECIAL INVESTIGATOR, SPECIAL AGENT, SENIOR SPECIAL AGENT,
RESIDENT AGENT IN CHARGE, GROUP SUPERVISOR, REGIONAL OPERATIONS OFFICER, SENIOR OPERATIONS OFFICER, PUBLIC INFORMATION OFFICER.
(Retired March 1, 1997)

During my service with the Bureau, I held almost every existing Field Division criminal investigative and management rank in both the Boston and New York Field Divisions.

Primary responsibilities have included the supervision of major investigations involving criminal violations of the Federal Firearms, Explosives, Arson, Alcohol, and Tobacco Laws in the Northeast Region of the United States, and along the eastern seaboard.

In these various field investigative and management positions, the duties have involved the preparation of clear and concise reports, the conduct of regular and undercover operations, raids, surveillances, the execution of search and arrest warrants, the seizure, gathering and presentation of evidence for federal and state courts, the supervision and coordination of major joint criminal investigative efforts and the mediation of disputes arising from overlapping state and federal jurisdictions.

Additionally, these duties have involved the supervision and planning of all criminal investigative work conducted in specific geographical areas of the United States, from small "Posts of Duty" to large "District or Division Offices".
As assigned, I have independently conducted investigations, or supervised and coordinated the joint activities of groups of special agents and assigned local or state law enforcement officers involved in the investigation of violent criminals and the solving of crimes which are typically the most difficult to prove and which encompass the full range of criminal violations under the laws enforced by the Bureau of Alcohol, Tobacco and Firearms. My official United States Government Security Clearance was at the Top Secret Level.

While detailed to the United States Secret Service by the Bureau of Alcohol, Tobacco and Firearms, I provided physical protection and security for Presidents Ford, Carter and Reagan, as well as numerous other presidential candidates and dignitaries.

I also coordinated Secret Service Protective Details and Special Agent Assignments for the Boston District Office of the Bureau of ATF throughout New England during the entire 1988 campaign. As a result of these activities I received an award for outstanding support from the Director of the United States Secret Service.

In addition to supervisory and investigative duties performed during the period of September, 1980 to November, 1993 I also served as the ATF New England Coordinator of the Federal Interstate Contraband Cigarette Smuggling Program.

This program involved the interdiction of contraband, smuggled or "hi-jacked" cigarettes throughout the six New England states, and along the entire eastern seaboard by a special task force comprised of federal agents and special criminal investigators from the various states. During its tenure the Cigarette Smuggling Task Force was responsible for the identification of twelve to seventeen million Dollars worth of contraband cigarette smuggling, and the apprehension and conviction of numerous criminal violators.

During the period of June, 1985 to February, 1990 I performed numerous other major supervisory, managerial and administrative duties as the Senior Operations Officer for the Boston District Office. In the capacity of Senior Operations Officer, I was responsible for reporting to top management and coordinating all ATF operational, training and administrative activities relative to criminal investigative and law enforcement issues throughout the six New England States.
In addition, I was responsible for maintaining extensive records of all ATF owned equipment and property as well as coordinating the GSA auctioning of excess and seized vehicles and other property on an annual basis.

I also served as the Boston District Supervisor of the ATF Semi-Annual Firearms Qualification and Special Weapons Training Program. This training included official United States Treasury Department Firearms Policy relative to the actual on duty utilization of all firearms, use of deadly force, firearms safety, familiarization and tactical range firing of rifles, shotguns, full automatic weapons, revolvers and semi-automatic pistols, utilized in all regular and undercover criminal investigative activities, by ATF Special Agents throughout New England.

From August, 1985 to March, 1997 I performed other specialized assignments as a United States Treasury Department Expert on the Interstate Nexus of Firearms. These duties involved the ability to classify firearms, and the qualifications necessary to testify as an "Expert Witness for the United States Government on Interstate Nexus Matters" in the federal court system. To date I have prepared Expert Witness Statements in over one hundred separate federal criminal cases.

During this period I also served as the Bureau of ATF Massachusetts representative to the Federal Emergency Management Agency (FEMA) and the United States Justice Department (DOJ) in formulating a coordinated federal law enforcement response in the event of nuclear attack, major acts of terrorism or natural disasters. As a result of these activities, I received a national level letter of appreciation for exemplary efforts from the Attorney General of the United States.

From January, 1989 to March, 1997 I also served as the ATF New England Coordinator of the Victim and Witness Assistance Program. This program was enacted under the Federal Victim and Witness Protection Act to enhance and protect the necessary role of crime victims and witnesses in the criminal justice system and ensure their safety during the course of ongoing criminal investigative activities by the Bureau of Alcohol, Tobacco and Firearms.
From February, 1990 to March, 1997 I served as the first Public Information Officer for the Boston Field Division. I was responsible for all local and national news media liaison, news media presentations and public relations activities for the Boston Field Division, throughout New England and sections of New York State.

In this capacity, I was also responsible for the development and production of professional media presentations and public service announcements which were New England wide and national in scope and resulted in significant television and other media exposure.

I also served as the principal spokesperson and personal representative of the Special Agent In Charge. In addition I served as the Recruiting Officer for the Boston Field Division, and have served as the primary lecturer on the duties of ATF and the various criminal investigative functions of the Bureau, and conducted an extensive number of state and local law enforcement training classes on firearms investigations and identification techniques at the Massachusetts State Police Academy, the Boston Police Academy, the Worcester County Corrections Academy, the Northeast Regional Police Training Institute and at various Local Police Training Schools, Colleges and Universities in the New England area.

From September, 1992 to March, 1997 I also served as the ATF New England Coordinator of the Gang Resistance Education and Training Program (G.R.E.A.T.)

This is a national program designed to select, train and place qualified police officers in local school systems in an effort aimed at educating our nations youth on the dangers of gang membership, gang involvement in violent crimes and unlawful drug activity.

During my tenure with the Bureau of ATF, I received six United States Treasury Department Awards, and numerous Letters of Commendation, and Meritorious Promotions for various significant accomplishments. These awards and commendations ranged from solving two major national level bombing cases, murder, bank robbery, burglary, armed robbery, arson, and illegal drug cases, to the perfection of numerous undercover explosives and illegal firearms cases involving violent street level criminals and organized crime members, to the outstanding conduct and the completion of an extensive number of administrative, training, supervisory and management assignments.
In March, 1997 I received the Albert Gallaton Award for over twenty years of honorable service in the United States Treasury Department.

**MASSACHUSETTS LAW ENFORCEMENT POSITIONS HELD 1963 TO 1969**

07/1967 WAYLAND, MASSACHUSETTS POLICE DEPARTMENT - DETECTIVE
08/1969 SERGEANT/DETECTIVE LIEUTENANT AND YOUTH OFFICER

Responsible for the supervision of all major criminal investigations, community wide juvenile crime prevention as well as all related criminal prosecutions and anti-crime programs conducted by the Wayland, Massachusetts Police Department.

In this capacity I was responsible for the detection of all significant criminal trends and criminal acts perpetrated in the community by adult and juvenile offenders. The position of Youth Officer was the first appointment of its type in the history of the Commonwealth of Massachusetts and involved a vast array of duties and responsibilities. These ranged from implementing the administrative policies of the Chief of Police and monthly reporting of accomplishments to the heads of town government, to leading the police department investigations of all major criminal matters occurring within the town.

During my service with the Wayland Police Department, I received two superior performance awards from the Board of Selectmen, and a National Award for the capture of one of the most wanted criminal fugitives of that time from the American Federation of Police.

07/1963 FRAMINGHAM, MASSACHUSETTS POLICE DEPARTMENT -
07/1967 PATROLMAN

Responsible for patrol functions and the prevention of crime in the Town of Framingham, Massachusetts. These duties involved traffic control, routine patrol, civil and criminal police investigations and arrests which resulted from complaints, report writing, preservation of evidence and state court testimony in civil and criminal cases.

During my service with the Framingham Police Department, I received two department commendations for outstanding law enforcement work and was named Officer of the Month for solving a series of felony crimes in Framingham and in the Town of Southborough, Massachusetts.
07/1958 UNITED STATES MARINE CORPS - RIFLEMAN - FIRE TEAM AND -
03/1962 SQUAD LEADER.

Responsible for the supervision of a Squad of United States
Marines on active military duty in the Fleet Marine Force (FMF)
at various Posts of Duty in the United States and in the Far
East. Responsibilities involved the full range of leadership
functions relative to the training of a Marine Rifle Squad
and Platoon for possible combat duties and assignments throughout
Southeast Asia.

During my service with the United States Marine Corps, I received
three meritorious promotions, two commendations and two service
decorations for meritorious conduct and national defense.

ADDITIONAL INFORMATION

Other Federal Appointments, Clearances, Commissions and
Security Clearance Top Secret; 1975 - Present Member Federal Law
Enforcement Officers Association; 2000 - 2002 Contract Special
Investigator conducting background investigations for the Bureau
of Alcohol, Tobacco and Firearms, United States Treasury
Department.

Other Massachusetts State, County and Municipal Appointments,
Commissions, Certifications and Memberships Held: Official Police
Certification 1963 - 2005 Certified Police Officer (Under a
Grandfather Exemption) by the Massachusetts Criminal Justice
Training Council; 1986 - Present Certified Notary Public for the
Commonwealth of Massachusetts; 1997 - 2004 Member of the
Massachusetts Chiefs of Police Association; 1997 - 2004 Member of
the Massachusetts Chiefs of Police Firearms Committee; 1998 -
Present Life Member of the Massachusetts Law Enforcement Firearms
Instructors and Armorers Association; 1999 - 2003 Member and Vice
Chairman of the Governors Gun Control Advisory Board; 2003 - 2013
Special Police Officer, Town of Southborough, MA; 2004 - Present
Member Massachusetts Association of Italian American Police
Officers; 2017-2018 Successfully Completed the Law Enforcement
Officers Safety Act Annual Firearms Training and Qualification
Course for Pistols and Revolvers in accordance with 515 CMR, 6.05.
OUT OF BUREAU TRAINING:

1. Bureau of Narcotics and Dangerous Drugs School - United States Department of Justice Washington, D.C.

2. Framingham State College - Massachusetts Department of Probation Training for Certified State Juvenile Officers, Framingham, Massachusetts.


4. Northeastern University - Boston, Massachusetts. B.S. Degree with honors, Law and Law Enforcement Program.

5. 1975 - 1976 Attended Clark University, Worcester, Massachusetts (Masters Degree in Public Administration Program) with a Major in English and a Minor in Law Enforcement under an LEAA Scholarship Grant.


11. IBM Personal Computer Introductory Training - IBM Training Center, Boston, Massachusetts.
12. Practical Search Techniques Course - (By West Haven, Connecticut SWAT TEAM), University of New Haven, West Haven, Connecticut.


23. Lou Williams Training Course Improving Your Media Relations - Boston, Massachusetts.

24. Effective Communications Group Feature Writing Seminar - Boston, Massachusetts.

26. Emergency Management Institute's Advanced Public Information Officers Course - at the National Emergency Training Center Emmitsburg, Maryland.


35. American Heart Association - 2009 Adult Cardiopulmonary Resuscitation / Automated External Defibrillator / First Aid And First Responder Training Course - Framingham, Massachusetts.


40. Massachusetts Bay Constables Association, Inc. 2011 Methods and Service of Legal Process Seminar - Woburn, Massachusetts

41. The Federal Bureau of Investigation 2012 Officer Safety and Street Survival Training Course - Natick, Massachusetts

42. Commonwealth of Massachusetts 2016 - 2019 Conflict of Interest Law Online Training Program - Framingham, Massachusetts

**IN BUREAU TRAINING:**

1. United States Treasury Department, Law Enforcement Officers Training School - Washington, D.C.

2. ATF Basic Investigator School - Arlington, Virginia.

3. Explosives Control Training School - Bordentown, New Jersey.


6. Advanced Agent School - Federal Law Enforcement Training Center, Glynco, Georgia.


8. Advanced Conspiracy School - Federal Law Enforcement Training Center, Glynco, Georgia.

9. Interstate Contraband/Cigarette Smuggling Course - Federal Law Enforcement Training Center, Glynco, Georgia.
10. United States Secret Service Training, (Secret Service New England Command Center) - Wakefield, Massachusetts.

11. ATF Arson-For-Profit Investigation Course - Wellesley College, Wellesley, Massachusetts.


15. ATF National Academy, Link Analysis Instructor Training Course - Federal Law Enforcement Training Center, Glynco, Georgia.

16. ATF Public Information Officers Media Training Course - ATF Bureau Headquarters Training Center, Washington, D.C.


20. ATF Expandable Baton Training Course - Northeastern University Boston, Massachusetts.

21. ATF Public Information Officers Media Training Course at the U.S. Treasury Executive Institute, Washington, D.C.

William E. Pickett, Jr.
Nathan Band
1 message

Thu, Jun 27, 2019 at 9:11 AM

jtfir@aol.com <jtfir@aol.com>
To: selectboard@ashlandmass.com
Cc: mherbert@ashlandmass.com, srobie@ashlandmass.com, pmatchak@ashlandmass.com

Dear Members of the Select Board:

At our meeting on June 25, 2019, the Zoning Board of Appeals met with Nathan Band, who has expressed an interest in joining the ZBA. Nate has a strong belief in community service as witnessed by the fact that he had been an Ashland resident for all of two weeks when he submitted his talent bank form.

Nate’s experience as an attorney, both in the military and in private practice prior to that, where he had experience in land use matters, makes him well qualified to serve on the ZBA.

The members of the ZBA in attendance at our meeting on the 25th heartily recommend the appointment of Nate as an Associate Member of the ZBA.

If you should have any questions, please do not hesitate to contact me.

Very truly yours,
John Trefethen
Chairman, Zoning Board of Appeals
Online Form Submittal: Talent Bank Form

1 message

noreply@civicplus.com <noreply@civicplus.com>
To: srobie@ashlandmass.com

Mon, Jun 17, 2019 at 9:28 AM

Talent Bank Form

Page 1

TALENT BANK FORM

From time to time, positions become available on committees appointed by the Board of Selectmen. Positions are not always readily available. Each committee or position has a different commitment level that is needed in order to be an effective member. Committees meet on a regular schedule, typically once or twice a month in the evening. Some committees require members to gather and review information outside of the meetings that are held. Committee chairs or staff is able to provide a better understanding as to the commitment that is needed for each position.

Upon receipt, your Talent Bank Form will be reviewed by the Town to determine if a current match exists between your desire to serve and openings that currently exist. Your application will be added to the list of volunteers who have expressed an interest in serving. We thank you for your interest in serving the Town of Ashland and returning this application.

Name: Nathan Band

Email Address

Address

City: Ashland

State: MA

Zip Code: 01721

Home Phone

Cell Phone: Field not completed.

Page 2

I am interested in serving the Town in the following positions:

Sustainability Committee, Upper Charles Trails Committee, Historical Commission, Open Space & Recreation Committee, Town Forest Committee, Zoning Board of Appeals

Finance Committee is appointed by the Town Moderator

Other: Field not completed.

BACKGROUND:

Employer: Massachusetts National Guard

https://mail.google.com/mail/u/0?ik=75c04e34b6&view=pt&search=all&permthid=thread-f%3A1636594458433485867%7Cmsg-f%3A1636594458433485867...
Position  Attorney

Education  Northeastern Law School (J.D.), Vermont Law School (Master of Environmental Policy), Drew University (B.A., Political Science)

Page 3

Please describe any training/experience you possess  3 years as a full-time attorney for the National Guard, 3 years as an attorney in the private sector including work in corporate land use, technology, and civil litigation.

Please describe other skills and interests  Hiking, running, SCUBA diving, history, cooking

Please describe your government or community volunteer experience (Ashland or elsewhere)  Volunteer Housing Court attorney, Mentor for Big Brother/Big Sister

Email not displaying correctly? View it in your browser.
Date: July 11, 2019

To Whom It May Concern:

This letter is to inform you that the Ashland Town Clerk has received written notice of the resignation of the following person:

Name: CRAIG J. MATHIAS

a member of CABLE ADVISORY COMMITTEE

Board, Commission or Committee Name

July 26, 2019

Effective Date of Resignation

As per the Town Code Section 8-3b, Notification of Appointed Vacancy to Appointing Authority, (Added 10-18-00 ATM, Art. 27, approved Acts of 2002, Ch. 53 and Annual Town Election 5-7-02):

"In the event of a vacancy on a board, commission or committee, the Town Clerk, upon notification of such vacancy, shall, within ten (10) days of notification of such vacancy, notify in writing the designated appointing authority of the vacancy."

As per the Town Code Section 8-4a, "Should the appointing authority fail to fill a vacancy on a board, commission or committee within forty-five days of having been notified in writing by the Town Clerk of said vacancy, the Board of Selectmen shall then become the appointing authority and shall make such appointment(s) within forty-five (45) days thereafter."

Please note that a copy of the letter from [Signature]

Name

Cc: Town Manager/Board of Selectmen

Chairperson of the Board, Committee or Commission
11 July 2019

Select Board
Ashland Town Hall
101 Main Street
Ashland MA 01721

Dear Honorable Select Board:

Please accept my resignation from the Cable Advisory Committee, effective 26 July 2019. After 33 years, Donna and I are leaving the Commonwealth. I have very much enjoyed serving the Town in a variety of roles over the past three decades and wish to thank you and previous Boards for those many opportunities.

My sincere best wishes to all of you and the Town of Ashland for the future.

Very truly yours,

Craig J. Mathias
July 18, 2019

Ashland Select Board
Ashland Town Hall
101 Main Street
Ashland, MA 01721

By email

Dear Select Board,

Please accept his letter as notice of my immediate resignation from the Ashland Conservation Commission and from the Nyanza Advisory Committee. It is with regret that I make this decision and apologize for the inconvenience this will cause to the staff, other volunteers and Applicants.

Sincerely,

Jeffrey M. Lingham

Cc: Maeghan dosAnjos, Gene Crouch, Michael Herbert, Dave Perry
<table>
<thead>
<tr>
<th>Kids Sport Sphere/Other</th>
<th>550.00</th>
<th>7/8/2019</th>
<th>Kids Sport Sphere</th>
<th>550.00</th>
<th>Town Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donation/Grants</td>
<td>Check</td>
<td>Y</td>
<td>Value Purpose</td>
<td>Date Given</td>
<td>Organization or Individual</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Restricted</td>
</tr>
</tbody>
</table>

**GIFTS & DONATIONS TRACKER**
Affordable Housing Trust Fund

101 Main Street

Ashland, MA 01721

DATE: July 9, 2019

TO: Selectboard

FROM: Ashland Affordable Housing Trust

SUBJECT: Appointment to the Trust

The Trust at its meeting June 27, 2019 voted unanimously to recommend to the Selectboard that Debra Griffin be appointed to the Trust.

Please advise as to how we can assist in this process.

Thank you!

Steven H. Greenberg, Chair

Ashland Affordable Housing Trust
PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made as of the ___ day of ___ , 2019, by and between Tri Street Partners LLC with a mailing address of 1253 Worcester Road, Framingham, MA 01701 ("Seller"), and the Town of Ashland, Massachusetts, a body corporate and politic of the Commonwealth of Massachusetts, with a mailing address of 101 Main Street, Ashland, Massachusetts ("Buyer").

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Agreement to Buy and Sell; Premises. On the terms and conditions set forth herein, Seller shall sell to Buyer and Buyer shall purchase from Seller the following real property:

   (a) Those certain parcels of land totaling approximately 9.5 acres +/-, located at Map 26 Lots 75 and 76 an as more fully set forth on the plan attached hereto as Exhibit A including Parcel A and Lots 1-6 inclusive such title references to be confirmed during the Title Review Period, as hereinafter defined (the "Land"), together with all rights, privileges, licenses, and other appurtenances pertaining thereto, including any rights-of-way, buffers, stormwater management facilities, open or proposed streets, alleys, strips or gores of land adjacent thereto, easement rights, air rights and development rights, land use entitlements, water and riparian rights benefiting all or any portion thereof (collectively, with the Land and Improvements, the "Real Property or Premises");

   (b) All existing surveys, architectural plans, mechanical plans, drawings and specifications pertaining to the Real Property, if any, to the extent the same are assignable at no cost to Seller and are in Seller’s readily available possession (the "Plans and Specifications"); and

2. Title; Deed. The Premises are to be conveyed by a good and sufficient quitclaim deed (the "Deed") running to Buyer. The Deed shall convey good and clear record and marketable title to the Premises, insurable by a nationally recognized title insurance company, free from all title defects and encumbrances, except

   (a) provisions of existing building, municipal, zoning and other governmental laws, ordinances and regulations;

   (b) such taxes for the then current year as are not due and payable as of the Closing Date;
(c) any liens for municipal betterments assessed and recorded after the date of this Agreement; and

(d) such other liens, easements, restrictions, encumbrances, encroachments and other title matters of record and survey matters which do not materially interfere with the Buyer’s intended use of the Real Property for municipal wastewater treatment purposes.

3. **Purchase Price.** The purchase price for the Premises (the “Purchase Price”) is SIX HUNDRED FOURTEEN THOUSAND and 00/100’s DOLLARS ($614,000.00), of which

(a) A deposit of $1,000.00 (the “Deposit”) is delivered to Mead, Talerman and Costa, LLC (the “Escrow Agent”) upon the execution of this Agreement;

(b) The balance of the Purchase Price shall be payable at the Closing (herein defined) by certified or bank check, or by wire transfer.

The Deposit shall be refundable, except in the event of Buyer’s default under this Agreement.

(c) Regardless of the outcome of the Fall 2019 Town Meeting vote, as further consideration, the Buyer or any of its boards or commissions shall dismiss the appeal of the determination of the DEP Commissioner in the case of In the Matter of Tri Street Partners, LLC, OADR Docket No. WET-2018-009 at the Time for Performance hereunder. This provision shall survive the delivery of the deed.

4. **Closing Date.** The Deed shall be delivered to Buyer and the Purchase Price shall be paid to Seller on thirty (30) days following an affirmative vote of the members of the 2019 Fall Town Meeting approving the purchase and appropriation for the Premises or such earlier time as the parties may agree in writing (the “Closing Date”), at the offices of Town Hall, Ashland Massachusetts, 101 Main Street, Ashland, or at such other place as the parties may mutually agree. Time is of the essence of this Agreement.

5. **Condition of Premises: As Is.** Full possession of the Premises, free of all tenants and occupants is to be delivered on the Closing Date, the Premises to be then (a) substantially in the same condition as they were at the time of Buyer’s “Due Diligence” (as such term is defined in the Offer), with all personal property, except as described on Exhibit A hereto, removed, and (b) in compliance with the provisions of any instrument referred to in Section 2 hereof. Buyer shall be entitled to inspect the Premises at a mutually agreeable time within three (3) business days prior to the Closing Date in order to determine whether the condition thereof complies with the terms of this Section 5. Buyer acknowledges and understands that the Premises will be conveyed
"AS IS", "WHERE IS" and with all faults. Buyer represents, warrants, and agrees that it has completed the Due Diligence during the "Due Diligence Period" of the property, and that the property is subject to the Buyer's right to inspect, as set forth above. Seller has not made, and Buyer has not relied on, any representation or warranty with respect to the Premises except as expressly set forth in this Agreement.

The Buyer shall not be required but may undertake its title research and review during the Due Diligence Period. Buyer's rights with regard to the Seller delivering clear, record, marketable title shall continue until the Time For Performance hereunder in accordance with the terms of this Agreement.

6. Extension to Perfect Title or Make Premises Conform; Election to Accept Title. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if, on the Closing Date, the Premises do not conform with the provisions hereof, then Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event Seller shall give written notice thereof to Buyer at or before the Closing Date, and thereupon the Closing Date shall be extended for such period as may be reasonably necessary but not more than thirty (30) days for the Seller to correct any such failure. If at the expiration of the extended Closing Date, Seller, having used reasonable efforts shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then Buyer may elect to terminate this Agreement by giving written notice to Seller, in which event Seller shall refund the Deposit to Buyer and this Agreement shall thereafter be void and without further recourse to either party. In no event shall Seller be obligated to expend in excess of $10,000.00 inclusive of legal fees and expenses in its reasonable efforts.

Buyer shall have the election, at either the original or any extended Closing Date, to accept such title as Seller can deliver to the Premises in its then condition and to pay therefor the Purchase Price reduced by the amount required to remove all mortgages and other voluntary monetary liens, in which case Seller shall convey such title.

To enable Seller to make conveyance as herein provided, Seller, on the Closing Date, may use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of the Deed. Notwithstanding the foregoing, discharges of mortgages held by institutional lenders may be obtained by counsel for Seller and delivered to counsel for Buyer, using funds deducted from the proceeds due to Seller, and recorded in the ordinary course of business following completion of the Closing.
The Buyer may, but shall not be required, to Take the Property by eminent domain as the Buyer may deem appropriate in its sole determination. Compensation for said taking shall be the same as the Purchase Price hereunder.

7. This paragraph is intentionally deleted.

8. **Title Review.** With respect to title matters, on or before 5:00 p.m. on twenty (20) days before the Closing Date (the “Title Notice Date”), Buyer will notify Seller of any manner in which the title to the Real Property (the “Title Certification Date”) does not comply with the requirements of this Agreement (“Buyer’s Title Defect Notice”). Seller shall notify Buyer within ten (10) days of Buyer’s Title Defect Notice as to the actions which Seller intends to take to cure such title defects (“Seller’s Title Response”). In the event that Seller does not provide reasonable assurances that Seller will endeavor to cure said defects, then Buyer, by an additional notice to Seller, given within the (10) days of Seller’s Title Response, shall either (i) terminate this Agreement, (ii) waive some or all of Buyer’s objections in Buyer’s Title Defect Notice, or (iii) notify Seller of any defect which Buyer asserts Seller is required to remedy under Section 2. Buyer may not give notice of its election to terminate if Seller has given assurances to Buyer in Seller’s Title Response that it will use reasonable efforts to cure such defects.

Notwithstanding any other provision of this Agreement to the contrary, Buyer will be deemed to have waived any objections to all title matters existing as of the Title Notice Date to the extent any such objection(s) is (are) not noted in the Buyer’s Title Defect Notice to Seller; and (b) Seller shall be required to remove or bond over all monetary liens on the Premises as a condition to Buyer’s obligations to close, whether or not noted on Buyer’s Title Defect Notice.

The Buyer’s Title Defect Notice shall not apply to any matters of record title or of survey first recorded or occurring after the Title Certification Date. Buyer shall have the right to raise as further objections at any time prior to the Closing Date, as it may be extended pursuant hereto, any such additional title objections as first appear of record after the Title Certification Date and Seller shall be likewise obligated, pursuant to the provisions of Section 2 and this Section 8, to dispose of such objections prior to the Closing Date.

Notwithstanding anything to the contrary contained herein, any title matter that is the subject of a title standard of the Real Estate Bar Association for Massachusetts as of the Closing Date shall be governed by said title standard to the extent applicable.

9. **Town Meeting Approval and Funding Authorization.** The Buyer’s obligation hereunder is contingent upon the following:

A. On or before December 31, 2019 approval of Town Meeting to;
(1) authorize the borrowing and appropriation of the Purchase Price.

(2) authorize the Board of Selectmen to purchase the Premises and negotiate and enter into any and all related and necessary documents to complete the transaction;

B. On or before November 19, 2019 a vote of the Town approving a dept exclusion to provide the funding to purchase the Property.

In the event that any one of the foregoing provisions in paragraph 9 does not occur by the dates noted herein, this Agreement shall be terminated and the deposits held hereunder shall be forthwith refunded and neither party shall have further recourse at law or in equity.

10. Seller’s Representations and Warranties. As an inducement to Buyer to enter into this Agreement and recognizing that all such warranties and representations are material, Seller represents, warrants and agrees that:

(a) Seller is the sole owner of the Premises and has the power and authority to execute and deliver this Agreement and perform its obligations hereunder without the necessity of any consent, approval, authorization or other action of any party or governmental authority whatsoever. Neither the execution and delivery of this Agreement by Seller nor the consummation of the transactions contemplated hereby will conflict with, or constitute a violation or breach by Seller of, any provision of Seller’s organizational documents.

(b) To the best of Seller’s actual knowledge, there are no unrecorded leases, subleases, licenses or other rental or occupancy agreements (written or oral) in force or effect which grant any possessory interest in or to the Real Property.

(c) Seller has received no written notice from any public authority to the effect that the Real Property or any portion thereof, is not in substantial compliance with federal, state and local laws, ordinances, codes, regulations, orders, and requirements.

(d) There is no litigation, arbitration, or other legal proceedings pending or administrative proceedings pending, or, to the best of Seller’s actual knowledge, threatened in writing, against Seller, which will have a material adverse effect on the Premises or the transaction contemplated hereby. Seller is not in default in any respect of any order, decree or rule of any court or governmental authority which will materially and adversely affect the transaction contemplated hereby.
(e) Seller has not received any written notice informing Seller that any part of the Real Property is subject to pending proceedings involving a taking by eminent domain.

(f) Seller has not filed any petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, nor to the best of Seller’s actual knowledge, has any such petition been filed against Seller. Seller is not insolvent and the consummation of the transactions contemplated by this Agreement shall not render Seller insolvent.

(g) To the best of Seller’s actual knowledge, Seller has not received any written notice of any special taxes or assessments for roadway, sewer or water improvements or other public improvements pending or threatened in writing with respect to the Real Property.

(h) Seller is not a “foreign person,” as defined under Internal Revenue Code Section 1445.

The sale of the Premises does not constitute a sale of all, or substantially all, of Seller’s assets located in the Commonwealth of Massachusetts.

(j) The Seller has no knowledge of any buried oil tanks or hazardous material as defined under Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c.21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c.21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sec. 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sec 6901 et seq. that has been released, disposed of or otherwise deposited on the Premises.

Except as otherwise herein provided, Seller’s representations and warranties provided in this Agreement shall survive the delivery of the deed. The acceptance of the Deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except those that are, by the terms hereof, to be performed after the delivery of said Deed.

11. Additional Covenants of Seller. Seller covenants and agrees that from and after the date hereof until the Closing, or earlier termination of this Agreement pursuant to the provisions of Section 6, 8 or 9, Seller shall:

(a) not accept an offer to purchase or any other agreement to dispose of the Premises or any portion thereof, and not list for sale or offer for sale or disposition, or permit any broker or other person to offer for sale or disposition, the Premises or any portion thereof;
(b) not lease, license or enter into any other occupancy agreement with respect to the Premises or any portion thereof, and not grant any easement, covenant, restriction or other interest in the Real Property or any portion thereof;

(c) inform Buyer of any written notice of a taking or other action of any governmental agency or authority or any other party affecting the Premises;

(d) Reserved

(e) maintain the Real Property in the same condition as it is on the date hereof, reasonable wear and tear and damage by casualty excepted;

(f) perform all material obligations with respect to the Real Property under all easements, covenants, restrictions and contracts of record;

(g) promptly give notice to Buyer of actual litigation commenced against Seller and relating to the Premises (including, without limitation, the sale thereof to Buyer), or any portion thereof, between the date of this Agreement and the Closing, whether or not covered by insurance; and

(h) not, without the prior written consent of Buyer, apply for, consent to or process any applications for zoning, re-zoning, variances, site plan approvals, subdivision approvals or development with respect to the Premises or any portion thereof.


(a) Water and sewer use and other utility charges and taxes for the then current fiscal year shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price. In the event that the Real Property shall be affected by any betterment or assessment made after the date of this Agreement, if Seller has elected to pay such betterment or assessment in annual installments, Seller, at the Closing, shall be responsible for all installments due prior to the Closing and Buyer shall be solely responsible for any such assessments and/or installments due on or after the Closing.

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

(b) Excise (Deed Stamp) taxes imposed in connection with the sale and purchase of the Real Property, if any, shall be paid by Seller. Buyer shall pay for costs to record the Deed. Seller shall pay all costs to record any satisfactions/releases of mortgages/judgments in order to convey title in accordance with the terms of this Agreement.

(c) Buyer shall pay fees for title examination and title insurance obtained by Buyer in connection with the transaction contemplated by this Agreement, and all related charges and costs in connection therewith including the costs of any survey.

(d) Buyer shall pay all other customary fees, costs and expenses incurred in connection with its purchase of the Premises and any financing thereof, and the fees and expenses of Buyer’s legal counsel and other advisors.

(e) Seller shall pay all customary fees, costs and expenses incurred in connection with its sale of the Premises. Seller shall pay the fees and expenses of Seller’s legal counsel and other advisors.

Where applicable, the foregoing adjustments set forth in this Section 12 shall be made in accordance with the practice standards of the Real Estate Bar Association for Massachusetts in effect as of the Closing Date. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement (as discussed in Section 13 below) signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within three (3) months of the Closing to the party to be charged, then such party agrees to make a payment to correct the error or omission.

13. Closing Deliveries. On the Closing Date, Buyer and Seller shall each execute and deliver to the other party an original counterpart of a settlement statement setting forth the Purchase Price and the closing adjustments and prorations, and the application thereof, and Seller shall deliver or cause to be delivered to or at the direction of Buyer, the following documents, duly and validly executed, attested, notarized and acknowledged, as appropriate:

(a) The Deed, evidence of authority of the person or persons executing the Deed on behalf of Seller and any other documents, instruments or agreements expressly required to be executed by Seller and delivered to Buyer pursuant to this Agreement;

(b) An affidavit pursuant to Section 1445 of the Internal Revenue Code certifying as to the non-foreign entity status of Seller;
(c) Any agreements and affidavits reasonably required by Buyer’s title insurance company in order to issue so-called owner’s title insurance policies insuring Buyer’s title to the Real Estate without any exception for parties in possession and mechanics’ or materialmen’s lien attributable to Seller or persons acting on Seller’s behalf.

(d) Such other agreements and certificates reasonably required by Buyer’s lender(s) or title insurer, or the Internal Revenue Service.

(e) A certification by Seller that Seller’s warranties are true complete and accurate in all material respects as of the time of the Closing.

(f) A completed form filed with the Division of Capital Asset Management and Maintenance, which shows proof it was filed prior to the conveyance for the Premises.

14. **Brokers.** Seller and Buyer each warrant and represent that it has not dealt with any real estate broker or agent in connection with the transactions contemplated hereby. Each party shall indemnify and hold harmless the other from any cost, expense or liability (including costs of suit and reasonable attorney’s fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this transaction.

15. **a. Buyer’s Default: Damages.** In the event Buyer breaches this Agreement, Seller, as its sole and exclusive remedy, shall be entitled to retain the Deposit as liquidated damages, and not as a penalty, and such retention shall be Seller’s sole remedy at law or in equity. Seller and Buyer agree that it would be impractical and extremely difficult, if not impossible, to fix actual damages that would be suffered by Seller as a result of Buyer’s default, and agree that the Deposit is fair and reasonable under the circumstances and a suitable proxy for actual damages.

b. **Seller Default, Buyer’s Remedies.** If Seller shall fail to fulfill the Seller’s agreements herein, other than by reason of Buyer’s fault or other reasons beyond Seller’s control (a “**Seller Default**”), then, as Buyer’s sole and exclusive remedy in such event, Buyer shall have the right: (i) to terminate this Agreement by written notice to Seller and to obtain the return of the Deposit, and in addition, Seller shall pay to Buyer upon demand, Buyer’s Transaction Costs, as hereinafter defined, up to a maximum of ten thousand and NO/100’s ($10,000.00) Dollars; or (ii) to seek to compel Seller to convey the Property to Buyer in accordance with the terms of this Agreement in return for payment by Buyer to Seller of the full Purchase Price required hereunder, without offset or deduction, provided that Buyer shall give notice to Seller to terminate this Agreement or shall file suit to compel conveyance hereunder within thirty (30) days of the date of Seller’s alleged breach. The term “**Buyer’s Transaction Costs**” shall mean (a) the reasonable legal fees incurred by Buyer in connection with the preparation of this Agreement, (b) all arm’s length third party costs and expenses incurred by Buyer in connection with Buyer’s Due Diligence Activities, including all fees and expenses paid to environmental or other consultants, and all fees and
expenses paid to a surveyor, the cost of any title examination or title commitment obtained by Buyer. Buyer’s demand to Seller in connection with the foregoing shall be accompanied by such bills, invoices, evidence of payment and other information as are reasonably necessary to establish for Seller the amount and nature of all Transaction Costs which Buyer seeks to recover.

16. Conditions to Closing. Buyer’s obligation to purchase the Premises and consummate the transaction contemplated by this Agreement shall be contingent upon all of the following, any or all of which may be expressly waived by Buyer in writing, at its sole option:

(a) All representations and warranties made by Seller in this Agreement shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of such date except to the extent they expressly relate to an earlier date (in which event such representations and warranties shall have been true and correct in all material respects as of such earlier date); and

(b) Seller shall have delivered to Buyer all of the documents and other items required from Seller pursuant to Section 13 and shall have performed all other covenants, undertakings and obligations, and complied with all conditions required by this Agreement, to be performed or complied with by Seller at or prior to the Closing.

17. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be effective when actually received if delivered by hand or sent by reputable overnight courier, or when confirmed by receipt, or upon refusal to accept delivery, if sent by certified mail, postage prepaid, the certification receipt therefore being deemed the date of such receipt, and addressed to the parties as follows:

To Buyer:  
Town Manager  
Town of Ashland  
101 Main Street  
Ashland MA 01721

With a copy to:  
Lisa L. Mead, Esq.  
Mead, Talerman and Costa, LLC  
30 Green Street  
Newburyport MA 01950  
(978) 463 7700 (phone)  
(978) 463 7747 (fax)  
Lisa@mtclawyers.com
To Seller:

With a copy to:

18. **Recording; Assignment.** If Buyer records this Agreement or a copy, notice, or memorandum hereof, with any Registry of Deeds, then, at Seller’s sole option, Buyer shall be deemed in default hereunder. Seller shall immediately after such recording be entitled to exercise all of Seller’s rights and remedies upon Buyer’s default as provided herein; and all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

19. **Amendments; Construction of Agreement.** This Agreement, executed in multiple counterparts, shall be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer. This Agreement has been negotiated by the parties and any ambiguity in any provision shall not be construed against either party as drafter. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof. Facsimile and pdf (portable document format) signatures shall be deemed originals for all purposes. The attorneys for the parties shall be deemed duly authorized to execute on behalf of their respective client all extensions, if any. No person or entity other than a party to this Agreement shall be entitled to rely on this Agreement, and this Agreement is not made for the benefit of any person or entity not a party hereto. Buyer shall have the right to waive any condition to its obligation to Close. No such waiver shall be binding upon Buyer unless in writing and signed by Buyer’s duly authorized representative. The captions of the various Sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

20. **Saturdays, Sundays, and Holidays.** If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed or by which the Closing must be held expires on a Saturday, Sunday, federal holiday or legal bank holiday in the Commonwealth of Massachusetts, then such time period shall be automatically extended to the close of business on the next business day.

21. **Deposit; Escrow Agent.** The Deposit made hereunder shall be held by the Escrow Agent, as earnest money for the faithful performance of this Agreement by Buyer, shall be credited
towards the Purchase Price at Closing or paid as provided herein. The Escrow Agent shall hold the Deposit in an IOLTA non-interest bearing account.

In the event that the Escrow Agent shall be uncertain as to its duties or actions hereunder or shall receive instructions or a notice from Buyer or Seller which are in conflict with instructions or a notice from the other party or which, in the reasonable opinion of the Escrow Agent, are in conflict with any of the provisions of this Agreement, it shall be entitled to take any of the following courses of action:

(a) the Escrow Agent may hold the Deposit and decline to take any further action until the Escrow Agent receives a joint written direction from Buyer and Seller or an order of a court of competent jurisdiction directing the disbursement of all of the same, in which case the Escrow Agent shall then disburse the same in accordance with such direction;

(b) in the event of litigation between Buyer and Seller, the Escrow Agent may deliver the Deposit to the clerk of any court in which such litigation is pending; or

(c) the Escrow Agent may deliver the Deposit to a court of competent jurisdiction and therein commence an action for interpleader, the cost thereof, including but not limited to reasonable attorney fees, to the Escrow Agent to be borne by whichever of Buyer or Seller does not prevail in the litigation.

(d) The Escrow Agent shall not be liable for any action taken or omitted in good faith and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement and it may rely, and shall be protected in acting or refraining from acting in reliance, upon an opinion of counsel and upon any directions, instructions, notice, certificate, instrument, request, paper or other document believed by it to be genuine and to have been made, sent, signed or presented by the proper party or parties.

(e) The Seller and the Buyer each acknowledges and consents that the Escrow Agent represents only the Buyer and any nominee and/or affiliate of the Buyer in regards to the transactions described above, and in the event of any dispute, judicial or otherwise among the parties, the Escrow Agent, acting as escrow agent hereunder does not, and shall not, prevent, impair or interfere with the Escrow Agent from representing the Buyer and/or any nominee and/or affiliate of the Buyer in any and all matters.

22. No Personal Liability. In no event shall any officer, director, trustee, manager, shareholder, member, employee, elected official or agent of Seller or Buyer have any personal liability hereunder.
23. **Waiver.** Except as expressly provided herein, no waiver by any party of any failure or refusal of the other party to comply with its obligations under this Agreement shall be deemed a waiver of any other subsequent failure or refusal to so comply by such other party of the same or any other provision of this Agreement. No waiver shall be valid unless in writing signed by the party to be charged and then only to the extent specifically stated therein.

24. **Severability.** If any term or provision of this Agreement or application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, 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 other term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

25. **Legal Representation.** The Parties hereunder understand that this is a legal document and that they have both had an opportunity to engage legal counsel in review of same.

[Signature Page Follows]
EXECUTED as a sealed instrument as of the date and year first written above.

BUYER:
TOWN OF ASHLAND
Board of Selectmen

By: ____________________________
Name: __________________________
Authorized Signatory

SELLER:

By: ____________________________
Name: __________________________
Authorized Signatory

ESCROW AGENT:
MEAD, TALERMAN AND COSTA, LLC

By: ____________________________
Name: __________________________
Authorized Signatory
July 16, 2019

The Honorable Senator Anne M. Gobi, Senate Chair
Joint Committee on Environment, Natural Resources, and Agriculture
House Room 513
Boston, MA 02133

The Honorable Representative Smitty Pignatelli, House Chair
Joint Committee on Environment, Natural Resources, and Agriculture
State House Room 473F
Boston, MA 02133

Re: HB3852 - An Act authorizing the Massachusetts Water Resources Authority to supply water to the town of Ashland

Dear Chairpersons Gobi and Pignatelli:

I write today on behalf of Massachusetts Water Resources Authority (MWRA) in support of HB3852, An Act authorizing the Massachusetts Water Resources Authority to supply water to the Town of Ashland. This bill allows the Town of Ashland (Town), subject to approvals by the MWRA Board of Directors and MWRA Advisory Board, to join MWRA by updating the MWRA’s enabling act to include the Town as a member community. MWRA has worked with the Town over the years to support the Town’s development of a long-term plan to remedy its water supply deficiencies. In addition, MWRA has supplied water to the Town when emergency declarations have been issued by the Massachusetts Department of Environmental Protection. The Town’s proposal is consistent with MWRA’s goal of advancing reasonable water system expansion. MWRA is in the position to supply water to the Town without adverse impact on the MWRA system, existing users, or the donor basin. Admission to MWRA will help the Town by providing the community with a secure and sustainable supplemental source of water into the future.

Approval of the Legislature and Governor is one of several steps that a community must take to join MWRA. In advance of this legislation, the Town has completed its Massachusetts Environmental Policy Act review, and has had its Interbasin Transfer application approved by the Massachusetts Water Resources Commission. After passage by the Legislature and enactment by the Governor, the Town’s entrance to MWRA requires votes of approval by both the MWRA Advisory Board and MWRA’s Board of Directors.
If you need additional information or have any questions, please do not hesitate to contact my office.

Thank you for your consideration of this important issue.

Sincerely,

[Signature]

Frederick A. Laskey
Executive Director

cc: Members of the Joint Committee on Environment, Natural Resources and Agriculture
   Senate Vice Chair, Walter F. Timilty
   Senator Michael F. Rush
   Senator Edward J. Kennedy
   Senator James B. Eldridge
   Senator Ryan C. Fattman
   
   House Vice Chair, Daniel Cahill
   Representative Colleen M. Garry
   Representative James Arciero
   Representative Carmine L. Gentile
   Representative Daniel R. Carey
   Representative Michelle L. Ciccolo
   Representative Richard M. Haggerty
   Representative David A. Robertson
   Representative James M. Kelcourse
   Representative Norman J. Orrall
   
   Michael Herbert, Ashland Town Manager
   Doug Small, Director, Ashland Public Works
   Joseph Favaloro, Executive Director, MWRA Advisory Board
   Sean Navin, MWRA
July 23, 2019

Mr. Michael D. Herbert, Town Manager
Town of Ashland
101 Main Street, First Floor,
Ashland MA 01721

RE: Designer Selection
David Mindess Elementary School
MSBA ID: 201700140015

Dear Mr. Herbert:

On Tuesday, July 23, 2019, the Massachusetts School Building Authority Designer Selection Panel ("DSP") interviewed the finalists for the above-referenced project. The following individuals represented the Town of Ashland on the DSP:

- James Adams, Superintendent of Schools, Ashland Public Schools
- Michael D. Herbert, Ashland Town Manager
- Paul Kendall, Ashland School Building Committee Chair

In accordance with the provisions of Massachusetts General Laws, Chapter 7C, Sections 44 through 58, and the MSBA Designer Selection Procedures, the DSP voted unanimously to rank the finalists, in order of qualifications, as follows for the subject project:

1. Flansburgh Associates, Inc.
2. Drummey Rosane Anderson, Inc.
3. CBT/Childs Bertman Tseckares Inc.

The DSP determined that Flansburgh Associates, Inc. possesses the requisite skills and experience for this project, particularly in light of their extensive experience in the design and construction of schools in Massachusetts.

The Town of Ashland should now take the appropriate local steps necessary to award the contract for designer services to the first-ranked firm and authorize fee and contract negotiations. Please know that the Town of Ashland must use the MSBA's standard contract for designer services, a copy of which can be downloaded from our website, MassSchoolBuildings.org.

Before beginning the contract and fee negotiations, however, and in order to remain eligible for the reimbursement of a portion of the designer services fee, please have your Owner's Project...
Manager contact the MSBA Project Manager for this project, Fenton Bradley, to discuss the MSBA's guidelines. Upon completion of contract and fee negotiations with the first-ranked firm, please forward a copy of the fully executed contract to Kathryn DeCristofaro, Capital Program Manager, at the MSBA.

Sincerely,

Karl Brown, AIA
Design Director

cc: Legislative Delegation
   Robert K. Scherer, Chair, Ashland Board of Selectmen
   Laura B. Tosti, Chair, Ashland School Committee
   James Adams, Superintendent of Schools, Ashland Public Schools
   Paul Kendall, Ashland School Building Committee Chair
   Yolanda Greaves, Vice-Chair, Ashland School Building Committee
   Paul Viccica, CBT/Childs Bertman Tseckares Inc.
   James Barrett, Drummey Rosane Anderson, Inc.
   Kent Kovacs, Flansburgh Associates, Inc.
   Jeff D’Amico, Owner’s Project Manager, Compass Project Management, Inc.
   Michael Quinlan, Owner’s Project Manager, Compass Project Management, Inc.
   Fenton Bradley, MSBA Project Manager
   File 4.3 Feasibility Study Architect (R4)