

**MIDDLETON SELECT BOARD**  
**MEETING AGENDA**  
**FULLER MEADOW ELEMENTARY SCHOOL**  
**143 SOUTH MAIN STREET, MIDDLETON, MA 01949**  
**TUESDAY, APRIL 1<sup>ST</sup>, 2025**  
**5:00 PM**

*This meeting is being recorded*

- 5:00 pm      1.    Business
- Warrant:      2520 and FP 58
  - Minutes:      Joint Open Session February 1, 2025, Joint Open Session March 1, 2025, Open Session, March 18, 2025, Executive Session, March 18, 2025
  - Town Administrator Updates and Reports
  - Middleton Municipal Campus Update and Review Change Order #5 with Tom Kerwin, Managing Partner from PCA 360.
- 5:20 pm      2.    Public Comment
- 5:25 pm      3.    Department Head Update: Nick Federico, Treasurer/Collector
- 5:35 pm      4.    Appointment: Assistant Treasurer/Collector for Payroll and Benefits – Liz Valentine
- 5:40 pm      5.    Appointment: Metropolitan Area Planning Council Rep. Anna B Carner, Alternate Jackie Bresnahan
- 5:45 pm      6.    FY 26 Budget Update and Discussion, if needed
- 5:50 pm      7.    N. Main Corridor Sub Committee - Select Board liaison
- 6:00 pm      8.    **6:00 pm** – Public Hearing on the following Liquor Licenses
- Public Hearing on the application of JU, Inc., 223 Maple Street, Manager Dharmesh D Patel for an Alteration of Premises to its existing licensed premises
  - Public Hearing on the application of Ferncroft License Holdings, LLC by Principals William Harrison Binnie, Steven G. Binnie, Mark M. Graham, Adam S. Binnie, for a Transfer of Licenses for the All-Alcohol Beverages On-Premise Restaurant License; the seasonal license DBA Members Lounge; and the seasonal license DBA Halfway House Snack Bar, all currently held by SD Management Group LLC, 8-10 Village Road, Middleton MA 01949.
- 6:15 pm      9.      Surplus Town Property Regroup Discussion
- Public Input on 38 Maple Street – Council on Aging (Old Town Hall)
  - Review updated schedule and progress on other parcels
- 6:45 pm      10.   Review 5pm Select Board Start Time
- 6:55 pm      11.   Acceptance of gifts and donations
- Rotary Club of Topsfield, Boxford, and Middleton for \$1500 to the Middleton Food Pantry
- 7:05 pm      12.   Updates & Announcements
- 7:15 pm      13.   Executive Session pursuant to G.L. c. 30A, s. 21(a)(3) to discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public

*The Board reserves the right to consider items on the agenda out of order. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.*

body and the chair so declares: Discussion of litigation relative to MBTA Communities Act (M.G.L. c. 40A, §3A)

Upcoming Meetings:

April 22  
May 6 and 20  
May 13  
May 20

Regular Select Board Meeting  
Regular Select Board Meetings  
Annual Town Meeting  
Annual Town Election



W.T. RICH COMPANY



## CHANGE ORDER

**CHANGE ORDER DATE:** March 26, 2025

**CHANGE ORDER NUMBER:** 005

**CONTRACT INFORMATION:** Construction Management

**PROJECT:**

Middleton Municipal Complex  
105 S. Main Street  
Middleton, MA 01949

**OWNER:**

Town of Middleton  
48 S. Main Street  
Middleton, MA 01949

**ARCHITECT:**

Context Architecture  
65 Franklin Street  
Boston, MA 02110

**CONTRACTOR:**

WT. Rich Company, Inc  
1075 Worcester Street, Suite 310  
Natick, MA 01760

**THE CONTRACT IS CHANGED AS FOLLOWS:**

- PCO 030A, CE 045 - 7113 Concrete Winter Concrete \$27,633 (Allowance 7113) Change Order Value \$0.00
- PCO 051, CE 084 - PR-017 Vehicle Exhaust Sys Changes \$66,402 (Owner Change Order) Change Order Value \$66,402.00
- PCO 052, CE 073 - PR-016 Steel Cut at MP Room (Allowance 7107) Change Order Value \$0.00
- PCO 055, CE 110 - Radiant Heat Breaker Upgrades \$898 (Allowance 7106) Change Order Value \$0.00
- PCO 059, CE 143 - Add'l TH Attic MEP Coord. \$1,697 (Allowance 7107) Change Order Value \$0.00
- PCO 061, CE 104 - PR-024 Air Compressor Size Red. (\$14,385.00) (Owner Change Order) Change Order Value (\$14,385.00)
- PCO 062, CE 27/64 - PCO 025 & 047 Corrections \$160.00 (Owner Change Order) Change Order Value \$160.00

The Original Contract Sum* was:	\$58,124,797.00
The net change by previously authorized Change Orders:	\$449,141.00
The Contract Sum prior to Change Order was:	\$58,573,938.00
The Contract Sum will be increased/decreased by this Change Order in the amount of:	<b>\$52,177.00</b>
The new Contract Sum including this Change Order will be:	<b>\$58,626,115.00</b>
The Contract Time will be increased by:	Zero (0) days
The new date of Substantial Completion will be:	1/30/2026

\*Includes all previously executed contract amendments

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guarantee Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Context Architecture  
**ARCHITECT**

W.T. Rich Company, Inc.  
**CONTRACTOR**

Town of Middleton  
**OWNER**

*C. Christopher Logan*

Signature

*Jonathan Rich*

Signature

Signature

C. Christopher Logan, Dir. of Projects

Printed Name & Title

Jonathan Rich, CEO

Printed Name & Title

Richard Kassiotis, Select Board Chair

Printed Name & Title

27 March 2025

Date

3/26/2025

Date

Date



02/21/25

PCA360  
75 Second Ave, Suite 305  
Needham, MA 02494

Attention: Brian LaRoche

Reference: Middleton Municipal Complex Project  
105 South Main Street  
Middleton, MA 01949

Subject: PCO No 030A, CE 045 – Winter Concrete Costs Allowance 7113

Dear Brian,

W.T. Rich hereby presents **Potential Change Order No. 030A** in the ADD amount of **\$27,633.00** Work included within this proposal includes material and labor costs associated with dealing with concrete winter conditions. These cost are to-date, additional winter conditions costs incurred will be submitted separately. These costs will be allocated to allowance 7113 Concrete Winter Conditions. After acceptance of PCO #030A, there will be \$47,055 remaining in Allowance 7113.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, work associated with an allowance draw will not commence until a written approval authorizing the draw is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work. Allowance draws will be from funds that are already incorporated into the GMP and this approval does not represent an increase in the GMP Value.

The PCO is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

*Matthew Gustin*

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 02/21/25

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 3/13/25

Town Administrator:

Signature: *[Signature]*

Print Name: J. S. Sultzbach

Town of Middleton

Date: 3.12.25

Architect:

Signature: C. Christopher Logan

Printed Name: C. Christopher Logan

Context Architecture

Date: 4 March 2025





2/20/25

PCA360  
75 Second Ave, Suite 305  
Needham, MA 02494

Attention: Brian LaRoche

Reference: Middleton Municipal Complex Project  
105 South Main Street  
Middleton, MA 01949

Subject: PCO No. 051, CE 084 – PR-017 Vehicle Exhaust Sys. (VES) Changes R2

Dear Brian,

W.T. Rich hereby presents Potential Change Order No. 051 in the add amount of **\$66,402.00**. This cost is for changes per PR-017 related to changes made to the vehicle exhaust system (VES). Additional costs for re-coordinating this area have been included. VES lead times are about 8-10 weeks from approved submittals. All equipment prices will increase 12% on 3/10/2025. Material would need to be released before 3/8/2025. PCO approval and submittal approvals would be required to release material.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, no changes will commence until a written approval authorizing the change is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work.

The Potential Change Order Proposal is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

*Matthew Gustin*

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 2/20/25

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 3/11/25

Town Administrator:

Signature: *[Signature]*

Print Name: J. Sultzbach

Town of Middleton

Date: 3.8.25

Architect:

Signature: *C. Christopher Logan*

Printed Name: C. Christopher Logan

Context Architecture

Date: 3 March 2025



3/25/25

PCA360  
75 Second Ave, Suite 305  
Needham, MA 02494

Attention: Brian LaRoche

Reference: Middleton Municipal Complex Project  
105 South Main Street  
Middleton, MA 01949

Subject: PCO No. 052, CE 073 – PR-016 Cut Steel MP Room T&M R2

Dear Brian,

W.T. Rich hereby presents Potential Change Order No. 052 in the add amount of **\$1,955.00**. This cost is for changes per PR-016 related to cutting an I-beam in TH Multipurpose Room to work with ceiling heights. This work was complete on T&M, slip is included for time verification. These costs will be allocated to allowance Structural Steel & Truss Coordination 7107. After acceptance of PCO #052, there will be \$51,616 remaining in Allowance 7107.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

As authorized by the owner or their representative, the work associated with this change has been performed on a time and materials basis. The attached change order price proposal includes the backup documentation from the time and material work performed and verified by the project team in the field. We request your assistance in bringing this matter to a swift conclusion so that the contractor(s) that have performed the work can be compensated in a timely manner.

Per the General Conditions of the Contract, work associated with an allowance draw will not commence until a written approval authorizing the draw is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work. Allowance draws will be from funds that are already incorporated into the GMP and this approval does not represent an increase in the GMP Value.

The PCO is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

**W. T. RICH COMPANY, INC.**

*Matthew Gustin*

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 3/25/25

**Middleton Building Committee Designee:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Middleton Building Committee

Date: \_\_\_\_\_

**Town Administrator:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Town of Middleton

Date: \_\_\_\_\_

**Architect:**

Signature: C. Christopher Logan

Printed Name: C. Christopher Logan

Context Architecture

Date: 27 March 2025



**W.T. RICH COMPANY**

02/7/25

PCA360  
75 Second Ave, Suite 305  
Needham, MA 02494

Attention: Brian LaRoche

Reference: Middleton Municipal Complex Project  
105 South Main Street  
Middleton, MA 01949

Subject: PCO No 055, CE 110 Radiant Heat Breakers Upgrade

Dear Brian,

W.T. Rich hereby presents **Potential Change Order No. 055** in the ADD amount of **\$898.00** Work included within this proposal includes materials cost only to upgrade breakers in panel RFPP per submittal 260000-19.2. These costs will be allocated to allowance 7106 Electrical Design Items. After acceptance of PCO #055, there will be \$49,102 remaining in Allowance 7106.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, work associated with an allowance draw will not commence until a written approval authorizing the draw is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work. Allowance draws will be from funds that are already incorporated into the GMP and this approval does not represent an increase in the GMP Value.

The PCO is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

**W. T. RICH COMPANY, INC.**

*Matthew Gustin*

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 02/07/25

**Middleton Building Committee Designee:**

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 2/25/25

**Town Administrator:**

Signature: *Justin Suttach*

Print Name: Justin Suttach

Town of Middleton

Date: 2.25.25

**Architect:**

Signature: *C. Christopher Logan*

Printed Name: C. Christopher Logan

Context Architecture

Date: 24 February 2025



3/5/25

PCA360  
75 Second Ave, Suite 305  
Needham, MA 02494

Attention: Brian LaRoche

Reference: Middleton Municipal Complex Project  
105 South Main Street  
Middleton, MA 01949

Subject: PCO No. 059, CE 143 – Additional Attic MEP Coordination Town Hall

Dear Brian,

W.T. Rich hereby presents Potential Change Order No. 059 in the add amount of **\$1,697.00**. This cost is for additional mechanical duct coordination in the Town Hall Attic due to truss webs and permanent bracing. This cost will be charged to Allowance 7107 Structural Steel & Truss Coordination. After this usage there will be \$49,012 remaining in Allowance 7107.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, work associated with an allowance draw will not commence until a written approval authorizing the draw is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work. Allowance draws will be from funds that are already incorporated into the GMP and this approval does not represent an increase in the GMP Value.

The PCO is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

**W. T. RICH COMPANY, INC.**

*Matthew Gustin*

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 3/5/25

**Middleton Building Committee Designee:**

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 3/11/25

**Town Administrator:**

Signature: *[Signature]*

Print Name: J. SuHobach

Town of Middleton

Date: 3.8.25

**Architect:**

Signature: *C. Christopher Logan*

Printed Name: C. Christopher Logan

Context Architecture

Date: 7 March 2025



3/21/25

PCA360  
75 Second Ave, Suite 305  
Needham, MA 02494

Attention: Brian LaRoche

Reference: Middleton Municipal Complex Project  
105 South Main Street  
Middleton, MA 01949

Subject: PCO No. 061, CE 104 – PR-024 Air Compressor Reduction (credit)

Dear Brian,

W.T. Rich hereby presents Potential Change Order No. 061 in the credit amount of **\$(14,385.00)** This cost is for changes is per direction of PR-024.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, no changes will commence until a written approval authorizing the change is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work.

The Potential Change Order Proposal is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

**W. T. RICH COMPANY, INC.**

*Matthew Gustin*

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 3/21/25

**Middleton Building Committee Designee:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Middleton Building Committee

Date: \_\_\_\_\_

**Town Administrator:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Town of Middleton

Date: \_\_\_\_\_

**Architect:**  
Signature: C. Christopher Logan

Printed Name: C. Christopher Logan

Context Architecture

Date: 25 March 2025



3/24/25

PCA360  
75 Second Ave, Suite 305  
Needham, MA 02494

Attention: Brian LaRoche

Reference: Middleton Municipal Complex Project  
105 South Main Street  
Middleton, MA 01949

Subject: PCO 062, CE 027/064 – PCO 025 & 047 Corrections

Dear Brian,

W.T. Rich hereby presents Potential Change Order No. 062 in the add amount of **\$160.00**. This PCO is being issued to correct typo values in PCO 025 and PCO 047. See backup within.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, no changes will commence until a written approval authorizing the change is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work.

The Potential Change Order Proposal is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

**W. T. RICH COMPANY, INC.**

*Matthew Gustin*

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 3/24/25

**Middleton Building Committee Designee:**  
Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Middleton Building Committee

Date: \_\_\_\_\_

**Town Administrator:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Town of Middleton

Date: \_\_\_\_\_

**Architect:**  
Signature: C. Christopher Logan

Printed Name: C. Christopher Logan

Context Architecture

Date: 25 March 2025



## CONSTRUCTION CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES – CHANGE ORDER 05 AMENDMENT

**WHEREAS**, the Town of Middleton (“Owner”) represented by Owner’s Project Manager, PCA360, entered into a contract (“Contract”) with W.T. Rich Company, Inc. (“the CM at Risk”) (collectively the “Parties”) for construction manager services in association with the Middleton Municipal Complex Project (“the Project”) on June 1, 2023, which was amended on April 23, 2024, on May 23, 2024, on July 29, 2024, on September 26, 2024, on January 16, 2025, on February 13, 2025, and on March 26, 2025.

**WHEREAS**, pursuant to Section 6.4 of the Contract, the Owner is requesting the amendments as summarized herein in accordance with the provisions of that section;

**WHEREAS**, when contracting for the work, the Town intended to secure a builder’s risk policy directly through its insurance provider; however, in order to reduce the cost of said policy, the Town is electing to procure the policy through the Construction Manager, the cost of which is included herein;

**WHEREAS**, the detailed proposal and justification is summarized in Exhibit A, attached hereto and incorporated herein; and

**WHEREAS**, effective as of March 26, 2025, the Parties wish to amend the Contract as summarized in this Change Order 05.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. To increase the Contract by **Fifty-two thousand one hundred seventy-seven dollars \$52,177.00** as further described and justified in Construction Change Order – 005 dated March 26, 2025, attached hereto and incorporated herein.

Fee for Basic Services	Original Contract	Previous Amendments	Amount of this Amendment	After this Amendment
Pre-construction services	\$124,910.00	\$0.00	\$0.00	\$124,910.00
Interim GMP Contract Amendment	\$0.00	\$39,088,652.00	\$0.00	\$39,088,652.00
GMP Contract Amendment	\$0.00	\$18,911,235.00	\$0.00	\$18,911,235.00
Change Order 01 - Amendment	\$0.00	\$342,878.00	\$0.00	\$342,878.00
Change Order 02 - Amendment	\$0.00	(\$501,655.00)	\$0.00	(\$501,655.00)
Change Order 03 - Amendment	\$0.00	\$367,788.00	\$0.00	\$367,788.00
Change Order 04 - Amendment	\$0.00	\$240,130.00	\$0.00	\$240,130.00



Change Order 05 - Amendment	\$0.00	\$0.00	\$52,177.00	\$52,177.00
<b>Total Contract</b>	<b>\$0.00</b>	<b>\$58,449,028.00</b>	<b>\$0.00</b>	<b>\$58,626,115.00</b>

2. The Project Schedule shall be from Start to Substantial Completion: Unchanged by this amendment, May 8, 2024 to January 30, 2026 (21.5 Months)
3. The Construction Budget shall be as follows:
 

Original Budget:	\$58,124,797.00 (including pre-construction fee)
Post-Amendment Budget:	\$58,626,115.00
4. This Amendment and incorporated attachments contains all additional terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding this amendment shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect. This amendment is for the Construction Change Order 05, as outlined in Exhibit A, for a total cost of:

**Fifty-two thousand one hundred seventy-seven dollars \$52,177.00**

**IN WITNESS WHEREOF**, the Parties have caused this amendment to be executed by their respective authorized officers.

**CONSTRUCTION MANAGER**

Owner:	W.T. Rich Company, Inc.
Name (Signature):	Jonathan Rich 
Title:	CEO
Date:	3/26/2025

**TOWN OF MIDDLETON**

By executing this Agreement, the undersigned authorized signatory of Owner, who incurs no personal liability by reason of the execution hereof or anything herein contained, hereby certifies under penalties of perjury that this Contract is executed in accordance with a prior approval of the TOWN OF MIDDLETON.

Owner:	TOWN OF MIDDLETON
Name (Signature):	Richard Kassiotis
Title:	Selectboard Chair
Date:	

<b>Town of Middleton – Finance Director – Sufficient funds available for this contract</b>	
Name (Signature):	Sarah Wood

Title:	Finance Director
Date:	

<b>Town of Middleton – Town Counsel (legal) - Approved as to Form &amp; Character</b>	
Name (Signature):	Elizabeth Lydon
Title:	Town Counsel - Mead, Talerman & Costa, LLC
Date:	

## ELIZABETH VALENTINE

Detail-oriented and dedicated Payroll Coordinator and Accounts Payable professional with over 10 years of experience at Ipswich Public Schools. Highly skilled in Payroll Administration, including 401(k) contributions, benefits, and deduction calculations. Experienced in managing Accounts Payable processes with a strong understanding of financial record-keeping requirements. Adept at maintaining accurate records and ensuring compliance with established policies and regulations. Proven ability to deliver exceptional service and maintain smooth financial operations.

### EXPERIENCE:

#### **PAYROLL COORDINATOR | Ipswich Public Schools | Ipswich, MA**

**February 2020 – Present**

- Processed and submitted biweekly payroll for 400+ employees, ensuring accuracy and timeliness.
- Maintained and updated payroll database on a daily basis, ensuring all information was current.
- Prepared 7 payroll spreadsheets for distribution every two weeks, streamlining communication and reporting.
- Reconciled payroll data and submitted finalized payroll reports in accordance with established timelines.
- On-boarded and off-boarded new, terminated, and mid-term employees, ensuring proper payroll and benefits processing.
- Calculated and provided accurate data for unpaid leaves, mid-term hires, terminations, salaried employees, and various benefits.
- Managed and maintained encumbrances related to payroll expenses and budget allocations.
- Updated and maintained staff list for budgeting and financial planning purposes.
- Generated and submitted monthly reports to two retirement agencies (ERRS and MTRS) via their respective portals.
- Audited Health, Dental, and Vision plans biannually to ensure accuracy and compliance with enrollment data.
- Filed biweekly reports to third-party administrators, addressing and resolving any discrepancies as needed.
- Processed stipends and additional pay as reported, ensuring proper documentation and timely distribution.
- Updated payroll database yearly with new salary and hourly wage data as per contractual agreements (Individual and Salaried Contracts).
- Interpreted contracts for payroll accuracy and ensured compliance with agreed-upon terms.
- Calculated and processed retroactive pay as part of contract adjustments.
- Processed and tracked Over the Counter payments, maintaining detailed records for accuracy.
- Maintained confidential personal files for all employees in line with privacy standards.
- Preserved historical payroll information for reference and audits.
- Interacted with employees at a confidential level, ensuring trust and discretion in handling sensitive payroll matters.

#### **ACCOUNTS PAYABLE | Ipswich Public Schools | Ipswich, MA**

**November 2014 – February 2020**

- Received, reviewed, and prepared invoices for processing on a daily basis, ensuring accuracy and completeness.
- Recorded and processed payments in a timely manner, adhering to school district protocols.
- Batched invoices for payment, ensuring all documentation was organized and accessible for review.
- Followed up on overdue accounts, proactively addressing discrepancies and ensuring prompt resolution.
- Processed expense reports, accurately allocating costs to appropriate budget categories to maintain financial integrity.
- Managed Food Services Point of Sale system, performing monthly reconciliations to ensure accuracy of transactions.
- Collaborated with the Extended Day Program Director to support check deposits and reconcile program accounts.

### SKILLS:

Proficient in Excel

Quickbooks

Munis (Municipal Database)

Harpers Payroll

February 3, 2025

**Elizabeth Valentine**



Dear Hiring Team,

I have a strong interest in the Assistant Treasurer/Collector, Payroll and Benefits Coordinator position you presently have available. I have over 10 years of experience with Ipswich Public Schools, progressing from a Business Clerk to roles in Accounts Payable, and eventually Payroll and Benefits.

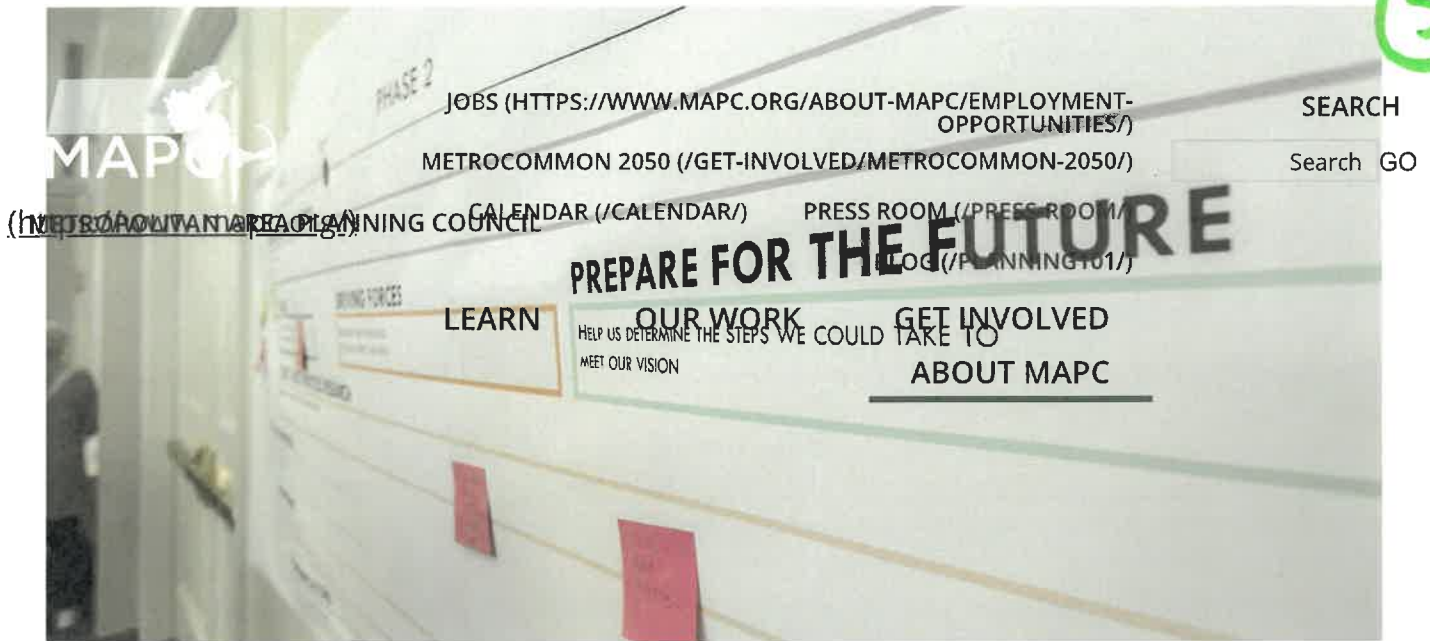
I have worked closely with Ipswich Town Hall to process AP batches and Payroll concerns and processing.

I have successfully navigated significant changes, such as database updates and payroll transitions. My ability to collaborate professionally with staff and employees and maintain a strong work ethic has been the cornerstone of my success. I am confident that I can seamlessly transition into this role and provide valuable support to the Middleton community."

I have included my resume for your review and I look forward to hearing from you.


Thank you for your time.

Liz



## BOARD & COUNCIL

[CHANGE FONT SIZE \(/FONT-SIZE-HELP\)](#)

 English ▼

[MAPC \(HTTPS://WWW.MAPC.ORG\)](https://www.mapc.org) >> [ABOUT MAPC \(HTTPS://WWW.MAPC.ORG/ABOUT-MAPC/\)](https://www.mapc.org/about-mapc/) >> **BOARD & COUNCIL**

# MAPC Board and Council

**MAPC is governed by 101 municipal government representatives, 21 gubernatorial appointees, 9 state officials, and three City of Boston officials. An Executive Committee composed of 25 members oversees agency operations and appoints an executive director. The agency employs approximately 100 professional and administrative staff.**

**\*Indicates Executive Committee Member**

**Read our latest Executive Director's Report  
here (<https://www.mapc.org/wp->**

Executive Director Report Archive

2024 Executive Director Reports	±
---------------------------------	---

MAPC Officers | Fiscal Year 2025

President

Erin Wortman, Town of Stoneham\*

Vice President

Jennifer Constable, Town of Hull\*

Secretary

Imaikalani Aiu, Town of Weston\*

Treasurer

Sam Seidel, Gubernatorial\*

UPCOMING MEETING INFORMATION

For information on all upcoming meetings, please visit the [Meetings and Legal Notices page](#) (<https://www.mapc.org/about-mapc/legal-notice-meetings/>).

Municipal Government  
Representatives

MAPC Representatives

--- -- -- -- --  
**Arlington** - Claire Ricker\*  
**Arlington Alternate** - Vacant  
**Ashland** - Yolanda Greaves  
**Bedford** - Dan Brosgol  
**Bedford Alternate** - Vacant  
**Bellingham** - Amy Sutherland  
**Belmont** - Elizabeth Dionne  
**Belmont Alternate** - Vacant  
**Beverly** - Michael P. Cahill  
**Beverly Alternate** - Vacant  
**Bolton** - Pamela Harding  
**Bolton Alternate** - Vacant  
**Boston** - Segun Idowu\*  
**Boston Alternate** - Vacant  
**Boxborough** - Alexander (Alec) Wade  
**Boxborough Alternate** - Cindy Markowitz  
**Braintree** - Vacant  
**Braintree Alternate** - Vacant  
**Brookline** - Emily DeHoog  
**Brookline Alternate** - Kara Brewton  
**Burlington** - Barbara L'Heureux  
**Burlington Alternate** - Melisa Tintocalis  
**Cambridge** - Melissa Peters  
**Cambridge Alternate** - Jeff Roberts  
**Canton** - Taylor Torres  
**Canton Alternate** - Charles Doody  
**Carlisle** - Kate Reid  
**Carlisle Alternate** - Vacant  
**Chelsea** - John DePriest\*  
**Chelsea Alternate** - Vacant  
**Cohasset** - Cassandra Thayer  
**Cohasset Alternative** - Vacant  
**Concord** - Keith Bergman\*  
**Concord Alternate** - Vacant  
**Danvers** - Aaron Henry  
**Danvers Alternate** - Vacant  
  
**Dedham** - Vacant  
**Dedham Alternate** - Vacant  
**Dover** - Jasmin Farinacci



**Dover Alternate** - Vacant  
**Duxbury** - Lauren Sirois  
**Duxbury Alternate** - Kristin Rappe  
**Essex** - Peter Phippen  
**Essex Alternate** - Vacant  
**Everett** - Vacant  
**Everett Alternate** - Vacant  
**Foxborough** - Paige E. Duncan  
**Foxborough Alternate** - Vacant  
**Framingham** - Meghan L. Todd  
**Framingham Alternate** - Vacant  
**Franklin** - Amy Love  
**Franklin Alternate** - Vacant  
**Gloucester** - Greg Verga  
**Gloucester Alternate** - Gregg Cademartori  
**Hamilton** - Joseph Domelowicz, Jr.  
**Hamilton Alternate** - Vacant  
**Hanover** - Ann Lee  
**Hanover Alternate** - Joseph Colangelo  
**Hingham** - Edward Johnson  
**Hingham Alternate** - Vacant  
**Holbrook** - Keith Nastasia  
**Holbrook Alternate** - Vacant  
**Holliston** - Tina Hein  
**Holliston Alternate** - Vacant  
**Hopkinton** - Amy Ritterbusch  
**Hopkinton Alternate** - Elaine C. Lazarus  
**Hudson** - Kristina Johnson  
**Hudson Alternate** - Vacant  
**Hull** - Jennifer Constable\*  
**Hull Alternate** - Vacant  
**Ipswich** - Carolyn Britt  
**Ipswich Alternate** - Vacant  
**Lexington** - Abby McCabe  
**Lexington Alternate** - Sheila Page  
**Lincoln** - Paula Vaughn  
  
**Lincoln Alternate** - Jennifer Glass  
**Littleton** - Ryan Ferrara  
**Littleton Alternate** - Vacant

**Lynn** - Danya Smith  
**Lynn Alternate** - Vacant  
**Lynnfield** - Robert J. Dolan  
**Lynnfield Alternate** - Emilie Cademartori  
**Malden** - Alex Pratt  
**Malden Alternate** - Vacant  
**Manchester-by-the-Sea** - Christine DeLisio  
**Manchester-by-the-Sea Alternate** - Vacant  
**Marblehead** - Steve Leverone  
**Marblehead Alternate** - Vacant  
**Marlborough** - Katie Robey  
**Marlborough Alternate** - Vacant  
**Marshfield** - Greg Guimond  
**Marshfield Alternate** - Vacant  
**Maynard** - Bill Nemser  
**Maynard Alternate** - Julia Flanary  
**Medfield** - Vacant  
**Medfield Alternate** - Vacant  
**Medford** - Alicia Hunt  
**Medford Alternate** - Vacant  
**Medway** - Barbara J. Saint Andre  
**Medway Alternate** - Vacant  
**Melrose** - Lori Massa  
**Melrose Alternate** - Vacant  
**Middleton** - Vacant  
**Middleton Alternate** - Jackie Bresnahan  
**Milford** - John Charbonneau  
**Milford Alternate** - Joseph A. Calagione  
**Millis** - Robert Weiss  
**Millis Alternate** - Nicole Riley  
**Milton** - Taber Keally\*  
**Milton Alternate** - Vacant  
**Nahant** - Antonio Barletta  
**Nahant Alternate** - Vacant  
**Natick** - Amanda Loomis  
**Natick Alternate** - James Errickson  
  
**Needham** - Moe Handel\*  
**Needham Alternate** - Vacant  
**Newton** - Jennifer Ciara

**Newton Alternate** - Zachery LeMel  
**Norfolk** - Richard McCarthy  
**Norfolk Alternate** - Vacant  
**North Reading** - Danielle McKnight  
**North Reading Alternate** - Michael P. Gilleberto  
**Norwell** - Bruce Graham  
**Norwell Alternate** - Vacant  
**Norwood** - Amanda Grow  
**Norwood Alternate** - Vacant  
**Peabody** - Curt Bellavance\*  
**Peabody Alternate** - Vacant  
**Pembroke** - Vacant  
**Pembroke Alternate** - Vacant  
**Quincy** - Frank A. Tramontozzo  
**Quincy Alternate** - James Fatseas  
**Randolph** - Michelle Tyler  
**Randolph Alternate** - Vacant  
**Reading** - Steve Sullivan  
**Reading Alternate** - Vacant  
**Revere** - Tom Skwierawski  
**Revere Alternate** - Patrick Keefe Jr.  
**Rockland** - Courtney Bjorgaard  
**Rockland Alternate** - Allyson Quinn  
**Rockport** - Tom Mikus  
**Rockport Alternate** - Harry Korslund  
**Salem** - Tom Daniel\*  
**Salem Alternate** - Vacant  
**Saugus** - Janette Fasano  
**Saugus Alternate** - Vacant  
**Scituate** - James Boudreau  
**Scituate Alternate** - Vacant  
**Sharon** - Sonal Pai  
**Sharon Alternate** - Vacant  
**Sherborn** - Robert Wolff  
**Sherborn Alternate** - Vacant  
**Somerville** - Thomas Galligani\*  
  
**Somerville Alternate** - Sarah Lewis  
**Southborough** - Debbie DeMuria  
**Southborough Alternate** - Vacant

**Stoneham** - Erin Wortman\*  
**Stoneham Alternate** - Tim Waitkevitch  
**Stoughton** - Debra Roberts  
**Stoughton Alternate** - Pamela McCarthy  
**Stow** - Valerie Oorthuys  
**Stow Alternate** - Denise Dembkoski  
**Sudbury** - Lisa V. Kouchakdjian  
**Sudbury Alternate** - Vacant  
**Swampscott** - Marzie Galazka  
**Swampscott Alternate** - Vacant  
**Topsfield** - Kevin Harutunian  
**Topsfield Alternate** - Donna Rich  
**Wakefield** - Erin Kokinda  
**Wakefield Alternate** - Vacant  
**Walpole** - Ashley Clark  
**Walpole Alternate** - Vacant  
**Waltham** - Vacant  
**Waltham Alternate** - Vacant  
**Watertown** - Steven Magoon  
**Watertown Alternate** - George Proakis  
**Wayland** - Mary Antes  
**Wayland Alternate** - Vacant  
**Wellesley** - Colette E. Aufranc\*  
**Wellesley Alternate** - Meghan C. Jop  
**Wenham** - Margaret Hoffman  
**Wenham Alternate** - Vacant  
**Weston** - Imaikalani Aiu\*  
**Weston Alternate** - Vacant  
**Westwood** - Steve Olanoff\*  
**Westwood Alternate** - William Delay  
**Weymouth** - Robert L. Hedlund  
**Weymouth Alternate** - Karl V. Edsall  
**Wilmington** - Valerie J. Gingrich  
**Wilmington Alternate** - Vacant  
**Winchester** - Taylor Herman  
**Winchester Alternate** - Ian Sexton  
  
**Winthrop** - Anthony Marino  
**Winthrop Alternate** - Vacant  
**Woburn** - John Cashell

**Woburn Alternate** - Dan Orr

**Wrentham** - Rachel Benson

**Wrentham Alternate** - Kevin A. Sweet

# State Appointees

---

## Ex-Officio Members

### **Boston Planning and Development Agency**

Kairos Shen

Alternate: Devin Quirk

### **Boston Water and Sewer Commission**

Tiffany Chu

### **City of Boston Public Works**

Jascha Franklin-Hodge

### **Department of Conservation and Recreation (DCR)**

Rob King\*

### **Department of Environmental Protection**

Courtney Rainey

### **Executive Office of Housing and Livable Communities**

Elaine Wijnja\*

### **Executive Office of Housing and Economic Development**

Juan R. Vega\*

### **Mass DOT**

David Mohler

### **Massachusetts Highway Department**

John Bechard

### **Massachusetts Water Resources Authority**

Vandana Rao\*

### **Massport**

**Massport**

Joel Barrera

**MBTA**

Lynsey Heffernan

Alternates: Laura Gilmore and Sandy Johnston

# Gubernatorial Appointees

---

## Gubernatorial Appointees

Shirronda Almeida

Karen Canfield\*

Kelley Chunn

Jon A. Fetherston\*

Daniel Garcia-DeCoteau

Jordan Gys

Jarred Johnson

Angie Liou\*

Mathilda S. McGee-Tubb

Richard L. Pilla

Samuel Seidel\*

Stephen J. Silveira\*

Ramani Sripada

William J. Tinti

Kiana Pierre-Louis

Emily Kibbe

Vacant

Vacant

Vacant

Vacant

**\*Indicates Executive Committee Member**

**Page updated on December 2, 2024**

---

## MAPC

The Metropolitan Area Planning Council (MAPC) is the regional planning agency serving the people who live and work in the 101 cities and towns of Greater Boston.

» [LEARN MORE ABOUT MAPC \(/ABOUT-MAPC\)](#)

### SUBSCRIBE TO MAPC'S NEWS AND EVENTS EMAILS

Sign-up to receive emails from MAPC about news, updates, upcoming events, and more. You will also receive our monthly newsletter, MAPC Matters.

\* Email

\* First Name

### MEET OUR

Staff ([/about-mapc/staff/](#)),  
Board & Council ([/about-mapc/board-council/](#))

### DISCOVER OPPORTUNITIES

Employment ([/about-mapc/employment-opportunities/](#)), Funding, RFPs, Grants ([/about-mapc/funding-opportunities/](#))

### CONNECT WITH US



(<https://www.facebook.com/page-Area-Planning-Council-MAPC/127159693987749>)



(<http://twitter.com/#!/mapcmtr>)




(<http://www.youtube.com/user/Mapc>)




\* Last Name

By submitting this form, you are consenting to receive marketing emails from: Metropolitan Area Planning Council, 60 Temple Place, Boston, MA, 02111, US, <http://www.mapc.org>. You can revoke your consent to receive emails at any time by using the SafeUnsubscribe® link, found at the bottom of every email. Emails are serviced by Constant Contact. (<https://www.constantcontact.com/legal/service-provider>).

Sign Up!

feature=watch) 

(<https://www.linkedin.com/company/area-planning-council/>)



(<https://www.instagram.com/mapc-boston/>)  
hl=en)

**60 Temple Place  
Boston, MA 02111**

Phone: **617.933.0700**

**(tel:6179330700)**

Fax: **617.482.7185**

[JOBS \(HTTPS://WWW.MAPC.ORG/ABOUT-MAPC/EMPLOYMENT-  
OPPORTUNITIES/\)](https://www.mapc.org/about-mapc/employment-opportunities/)

[METROCOMMON 2050 \(/GET-INVOLVED/METROCOMMON-2050/\)](#)

SEARCH

Search  GO

				Select Board/ Finance Committee	
				Approved FY 2025	Recommendation FY 2026
FUNCTION 100: GENERAL GOVERNMENT					
Department #114 TOWN MODERATOR					
5100	Personal Services	\$200	\$200	\$500	\$500
DEPARTMENT TOTAL				\$500	\$500
Department #122 SELECTBOARD/ADMINISTRATOR					
5100	Personal Services	\$299,307	\$336,423	\$362,262	\$391,048
5200	Purchase of Services/Supplies	49,400	24,009	49,535	43,040
DEPARTMENT TOTAL				\$411,797	\$434,088
Department #131 FINANCE COMMITTEE					
5100	Personal Services	\$1,072	\$411	\$2,224	\$700
5200	Purchase of Service/Supplies	184	190	1,780	200
5200	Reserve fund	17,340	81,124	100,000	100,000
DEPARTMENT TOTAL				\$104,004	\$100,900
Department #135 TOWN ACCOUNTANT					
5100	Personal Services	\$168,734	\$204,865	\$215,075	\$227,762
5200	Purchase of Services/Supplies	38,611	33,323	44,500	52,000
DEPARTMENT TOTAL				\$259,575	\$279,762
Department #141 ASSESSORS					
5100	Personal Services	\$184,799	\$202,594	\$208,699	\$217,419
5200	Purchase of Services/Supplies	19,356	17,812	29,550	28,166
DEPARTMENT TOTAL				\$238,249	\$245,585



		Select Board/ Finance Committee		
	Actual FY 2023	Actual FY 2024	Approved FY 2025	Recommendation FY 2026
<b>Department #145 TREASURER/COLLECTOR</b>				
5100 Personal Services	\$216,760	\$225,666	\$235,395	\$243,368
5200 Purchase of Services/Supplies	44,787	39,938	40,820	46,230
<b>DEPARTMENT TOTAL</b>	<b>\$261,547</b>	<b>\$265,605</b>	<b>\$276,215</b>	<b>\$289,598</b>
<b>Department #146 CUSTODIAN OF TOWN LANDS</b>				
5100 Personal Services	\$2,500	\$2,500	\$2,500	\$2,500
<b>DEPARTMENT TOTAL</b>	<b>\$2,500</b>	<b>\$2,500</b>	<b>\$2,500</b>	<b>\$2,500</b>
<b>Department #151 TOWN COUNSEL</b>				
5200 Purchase of Services	\$90,576	\$92,663	\$91,000	\$96,000
<b>DEPARTMENT TOTAL</b>	<b>\$90,576</b>	<b>\$92,663</b>	<b>\$91,000</b>	<b>\$96,000</b>
<b>Department #155 INFORMATION TECHNOLOGY</b>				
5100 Personal Services	\$60,255	\$63,271	\$73,070	\$74,461
5200 Purchase of Services/Supplies	324,114	425,317	465,786	485,107
<b>DEPARTMENT TOTAL</b>	<b>\$384,368</b>	<b>\$488,587</b>	<b>\$538,856</b>	<b>\$559,568</b>
<b>Department #161 TOWN CLERK</b>				
5100 Personal Services	\$164,871	\$170,092	\$188,130	\$194,937
5200 Purchase of Services/Supplies	14,659	16,267	25,200	27,200
5800 Capital Outlay	9,108	3,250	20,000	20,000
<b>DEPARTMENT TOTAL</b>	<b>\$188,638</b>	<b>\$189,609</b>	<b>\$233,330</b>	<b>\$242,137</b>
<b>Department #162 ELECTIONS/ REGISTRATIONS</b>				
5100 Personal Services	\$22,273	\$15,581	\$38,926	\$22,095
5200 Purchase of Services/Supplies	16,977	18,490	25,650	22,900
<b>DEPARTMENT TOTAL</b>	<b>\$39,250</b>	<b>\$34,070</b>	<b>\$64,576</b>	<b>\$44,995</b>

		Select Board/ Finance Committee Recommendation		
		Actual FY 2023	Actual FY 2024	Approved FY 2025 FY 2026
<b>Department #171 CONSERVATION COMMISSION</b>				
5100	Personal Services	\$91,173	\$93,559	\$96,268
5200	Purchase of Services/Supplies	1,751	1,760	9,050
<b>DEPARTMENT TOTAL</b>		<b>\$92,923</b>	<b>\$95,319</b>	<b>\$105,318</b>
<b>Department #175 PLANNING DEPARTMENT</b>				
5100	Personal Services	\$110,910	\$109,324	\$108,311
5200	Purchase of Services/Supplies	6,157	4,442	11,810
<b>DEPARTMENT TOTAL</b>		<b>\$117,067</b>	<b>\$113,767</b>	<b>\$120,121</b>
<b>Department #176 BOARD OF APPEALS ***</b>				
5100	Personal Services	\$1,638	\$2,279	\$0
5200	Purchase of Services/Supplies	928	215	0
<b>DEPARTMENT TOTAL</b>		<b>\$2,566</b>	<b>\$2,494</b>	<b>\$0</b>
<b>Department #181 MASTER PLAN COMMITTEE/LAND ACQUISITION ***</b>				
5100	Personal Services	\$134	\$136	\$0
5200	Purchase of Services/Supplies	63	0	0
<b>DEPARTMENT TOTAL</b>		<b>\$197</b>	<b>\$136</b>	<b>\$0</b>
<b>Department #192 TOWN BUILDINGS</b>				
5100	Personal Services	\$36,921	\$49,338	\$53,816
5200	Purchase of Services/Supplies	70,198	72,685	100,000
<b>DEPARTMENT TOTAL</b>		<b>\$107,119</b>	<b>\$122,023</b>	<b>\$153,816</b>
<b>Department #195 TOWN REPORTS</b>				
195	Town Warrants/Reports	\$10,362	\$14,247	\$11,000
<b>DEPARTMENT TOTAL</b>		<b>\$10,362</b>	<b>\$14,247</b>	<b>\$11,000</b>
<b>TOTAL GEN. GOVERNMENT FUNCTION 100</b>		<b>\$2,076,116</b>	<b>\$2,321,970</b>	<b>\$2,610,857</b>
<b>*** BUDGETS CONSOLIDATED INTO PLANNING DEPARTMENT BUDGET</b>				<b>\$2,684,544</b>

				Select Board/ Finance Committee		
				Recommendation	FY 2026	
				Approved		
				FY 2025		
				Actual		
				FY 2024		
				Actual		
				FY 2023		
FUNCTION 200: PUBLIC SAFETY						
Department #210 POLICE DEPARTMENT						
5100	Personal Services		\$1,906,906	\$2,044,608	\$2,262,816	\$2,319,195
5200	Purchase of Services/Supplies		189,548	175,533	220,018	221,988
5800	Capital Outlay		54,749	55,000	75,000	0
DEPARTMENT TOTAL			\$2,151,204	\$2,275,142	\$2,557,834	\$2,541,183
Department #220 FIRE DEPARTMENT						
5100	Personal Services		\$2,063,930	\$2,098,187	\$2,102,014	\$2,278,287
5200	Purchase of Services/Supplies		354,845	234,651	268,261	275,036
5800	Capital Outlay		9,243	20,933	23,500	23,500
DEPARTMENT TOTAL			\$2,428,018	\$2,353,771	\$2,393,775	\$2,576,823
Department #241 INSPECTIONS DEPARTMENT						
5100	Personal Services		\$250,688	\$253,724	\$279,466	\$288,638
5200	Purchase of Services/Supplies		21,678	24,941	33,250	34,250
DEPARTMENT TOTAL			\$272,366	\$278,665	\$312,716	\$322,888
Department #292 ANIMAL CONTROL						
5100	Personal Services		\$20,421	\$20,649	\$21,295	\$21,822
5200	Purchase of Services/Supplies		0	1,137	3,900	3,900
DEPARTMENT TOTAL			\$20,421	\$21,786	\$25,195	\$25,722
Department #296 TOWN CONSTABLE						
5100	Personal Services		\$200	\$200	\$500	\$500
DEPARTMENT TOTAL			\$200	\$200	\$500	\$500
TOTAL PUBLIC SAFETY FUNCTION 200						
			\$4,872,209	\$4,929,563	\$5,290,020	\$5,467,116

				Select Board/ Finance Committee Recommendation FY 2026	
		Actual FY 2023	Actual FY 2024	Approved FY 2025	
<b>FUNCTION: 300: EDUCATION</b>					
<b>Department #301 MIDDLETON SCHOOL DEPARTMENT</b>					
5100	Personal Services	\$9,980,548	\$10,359,984	\$10,732,460	\$11,306,215
5200	Purchase of Services /Supplies	3,731,061	4,360,157	4,580,102	4,881,905
<b>DEPARTMENT TOTAL</b>		<b>\$13,711,609</b>	<b>\$14,720,141</b>	<b>\$15,312,562</b>	<b>\$16,188,120</b>
<b>Department #314 MASCONOMET SCHOOL DISTRICT</b>					
5600	Middleton Assessment	\$10,477,590	\$10,896,460	\$11,103,806	\$11,103,806
<b>DEPARTMENT TOTAL</b>		<b>\$10,477,590</b>	<b>\$10,896,460</b>	<b>\$11,103,806</b>	<b>\$11,103,806</b>
<b>Department #315 ESSEX NORTH SHORE AGRICULTURAL &amp; TECHNICAL SCHOOL DISTRICT</b>					
5600	Middleton Assessment	\$756,518	\$804,846	\$910,615	\$1,085,714
5900	Essex Tech Debt Service	68,506	67,215	71,538	72,752
<b>DEPARTMENT TOTAL</b>		<b>\$825,024</b>	<b>\$872,061</b>	<b>\$982,153</b>	<b>\$1,158,466</b>
<b>TOTAL SCHOOL DEPARTMENT</b>		<b>\$25,014,223</b>	<b>\$26,488,662</b>	<b>\$27,398,521</b>	<b>\$28,450,392</b>
<b>FUNCTION 300: EDUCATION</b>					

				Select Board/ Finance Committee	
				Approved FY 2025	Recommendation FY 2026
FUNCTION 400: PUBLIC WORKS					
Department #420 PUBLIC WORKS DEPARTMENT					
5100	Personal Services	\$672,403	\$719,349	\$789,855	\$931,253
5200	Purchase of Services/Supplies	294,317	353,332	365,900	364,900
5800	Capital Outlay	18,692	18,127	19,000	19,000
DEPARTMENT TOTAL		<b>\$985,413</b>	<b>\$1,090,809</b>	<b>\$1,174,755</b>	<b>\$1,315,153</b>
Department #423 SNOW AND ICE					
5700	General Expenditures	\$285,591	\$233,120	\$351,520	\$351,520
DEPARTMENT TOTAL		<b>\$285,591</b>	<b>\$233,120</b>	<b>\$351,520</b>	<b>\$351,520</b>
Department #425 TRANSFER STATION/SOLID WASTE					
5100	Personal Services	\$136,806	\$139,848	\$161,727	\$158,632
5200	Purchase of Services/Supplies	342,029	335,529	487,200	507,967
DEPARTMENT TOTAL		<b>\$478,835</b>	<b>\$475,377</b>	<b>\$648,927</b>	<b>\$666,599</b>
TOTAL PUBLIC WORKS		<b>\$1,749,838</b>	<b>\$1,799,306</b>	<b>\$2,175,202</b>	<b>\$2,333,272</b>



		Select Board/ Finance Committee Recommendation FY 2026		
		Actual FY 2023	Actual FY 2024	Approved FY 2025
<b>FUNCTION 500: HUMAN SERVICES</b>				
<b>Department #511 BOARD OF HEALTH</b>				
5100	Personal Services	\$115,506	\$155,500	\$149,404
5200	Purchase of Services/Supplies	17,155	20,496	23,050
<b>DEPARTMENT TOTAL</b>		<b>\$132,660</b>	<b>\$175,996</b>	<b>\$172,454</b>
<b>Department #541 COUNCIL ON AGING</b>				
5100	Personal Services	\$226,138	\$194,942	\$238,181
5200	Purchase of Services/Supplies	39,506	41,311	47,158
<b>DEPARTMENT TOTAL</b>		<b>\$265,644</b>	<b>\$236,252</b>	<b>\$285,339</b>
<b>Department #543 VETERAN SERVICE OFFICER</b>				
5100	Personal Services	\$17,323	\$19,633	\$37,336
5200	Purchase of Services/Supplies	20,146	25,809	46,900
<b>DEPARTMENT TOTAL</b>		<b>\$37,468</b>	<b>\$45,442</b>	<b>\$84,236</b>
<b>Department #545 TRI-TOWN COUNCIL</b>				
5200	Purchase of Services	\$29,925	\$29,925	\$29,925
<b>DEPARTMENT TOTAL</b>		<b>\$29,925</b>	<b>\$29,925</b>	<b>\$29,925</b>
<b>Department #548 MIDDLETON GARDEN CLUB</b>				
5200	Purchase of Services	\$2,983	\$5,348	\$5,000
<b>DEPARTMENT TOTAL</b>		<b>\$2,983</b>	<b>\$5,348</b>	<b>\$5,000</b>
<b>TOTAL HUMAN SERVICES FUNCTION 500</b>		<b>\$468,680</b>	<b>\$492,963</b>	<b>\$576,954</b>
				<b>\$638,566</b>

		Actual FY 2023	Actual FY 2024	Approved FY 2025	Select Board/ Finance Committee Recommendation FY 2026
<b>FUNCTION 600: CULTURE &amp; RECREATION</b>					
<b>Department #610 FLINT PUBLIC LIBRARY</b>					
5100	Personal Services	\$450,222	\$482,713	\$548,843	\$553,405
5200	Purchase of Services/Supplies	193,825	209,877	238,160	245,919
<b>DEPARTMENT TOTAL</b>		<b>\$644,047</b>	<b>\$692,591</b>	<b>\$787,003</b>	<b>\$799,324</b>
<b>Department #630 RECREATION COMMISSION</b>					
5100	Personal Services	\$25,676	\$32,009	\$38,229	\$38,229
5200	Purchase of Services/Supplies	11,542	10,696	30,875	20,775
<b>DEPARTMENT TOTAL</b>		<b>\$37,217</b>	<b>\$42,705</b>	<b>\$69,104</b>	<b>\$59,004</b>
<b>Department #691 HISTORICAL COMMISSION</b>					
5200	Purchase of Services	\$0	\$550	\$1,000	\$1,000
<b>DEPARTMENT TOTAL</b>		<b>\$0</b>	<b>\$550</b>	<b>\$1,000</b>	<b>\$1,000</b>
<b>Department #692 MEMORIAL DAY</b>					
5200	Purchase of Services	\$1,867	\$5,527	\$6,500	\$6,500
<b>DEPARTMENT TOTAL</b>		<b>\$1,867</b>	<b>\$5,527</b>	<b>\$6,500</b>	<b>\$6,500</b>
<b>Department #693 CHIEF WILLS DAY FAMILY FESTIVAL</b>					
5200	Purchase of Services	\$5,000	\$5,000	\$5,000	\$5,000
<b>DEPARTMENT TOTAL</b>		<b>\$5,000</b>	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$5,000</b>
<b>TOTAL CULTURE &amp; REC. FUNCTION 600</b>		<b>\$688,131</b>	<b>\$746,372</b>	<b>\$868,607</b>	<b>\$870,828</b>

				Select Board/ Finance Committee Recommendation FY 2026
FUNCTION 700: DEBT SERVICE				
Department #710 DEBT SERVICE				
5801	Principal			
		\$1,237,500	\$1,785,250	\$2,009,250
5915	Interest	2,975,143	2,020,080	1,850,226
TOTAL DEBT SERVICE FUNCTION 700		\$4,212,643	\$3,805,330	\$3,859,476
FUNCTION 900: UNCLASSIFIED				
Department: UNCLASSIFIED				
910	Compensation Reserve	\$68,856	\$3,500	\$40,000
911	Retirement	1,882,538	2,127,694	2,149,917
913	Unemployment	24,796	8,417	15,000
914	Health Insurance	782,293	872,434	1,290,335
915	Group Insurance	2,119	2,271	2,450
916	Medicare	108,567	109,716	127,371
945	All Other Insurance	270,130	296,299	393,200
DEPARTMENT TOTAL		\$3,139,300	\$3,420,331	\$4,018,273
TOTAL OPERATING BUDGET				
GENERAL FUND 01		\$42,221,140	\$44,004,497	\$48,322,467

*Town of Middleton*

**N. Main Corridor Sub Committee**

*Shaping the last two miles of Rt. 114*



**ALTERATION OF PREMISES  
LIQUOR LICENSE APPLICATION**

**JU, INC. d/b/a TOWN LIQUORS  
ABCC LICENSE NO. 90660-PK-0704**

**223 MAPLE STREET,  
MIDDLETON, MA 01949**

**MANN & MANN, P.C.  
Counsellors at Law  
191 South Main Street, Suite 104  
Middletown, MA 01949  
Telephone: 978-762-6238  
Facsimile: 978-762-6434  
Email: [jill@mannpc.com](mailto:jill@mannpc.com)**

## **Exhibit List**

**For**

**Alteration of Premises Application for JU, Inc. d/b/a Town Liquors**

- 1. Monetary Transmittal Form with Payment Receipt;**
- 2. Retail Application for Alteration of Premises and Applicant's Statement;**
- 3. Financial Statement and Supporting Financial Records;**
- 4. Corporate Vote of Entity;**
- 5. Lease for Property;**
- 6. Proposed Site Plan;**
- 7. Proposed Floor Plan;**
- 8. Abutters' List; and**
- 9. Local Licensing Certification.**





*The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)*

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

**AMENDMENT-Change or Alteration of Premises Information**

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

**ECRT CODE: RETA**

**Please make \$200.00 payment here: ABCC PAYMENT WEBSITE**

**PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE  
PAYMENT RECEIPT**

**ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)**

**ENTITY/ LICENSEE NAME**

**ADDRESS**

**CITY/TOWN**  **STATE**  **ZIP CODE**

**For the following transactions (Check all that apply):**

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

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

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



Your Information

Payment

Receipt

## Payment Confirmation

## YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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

**Transaction Processed Successfully.****INVOICE #:** 8f557bee-5b98-4feb-9f4c-e346a9eedb5c

Case #	Case # 1:25-cv-00000-Bergman-1074-LMB	Amount
FILING FEES-RETAIL	90660-PK-0704	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: \$5.18

Date Paid: 2/18/2025 12:28:11 PM EDT

Total Amount Paid: \$205.18

## Payment On Behalf Of

**License Number or Business Name:**  
90660-PK-0704**Fee Type:**  
FILING FEES-RETAIL

## Billing Information

**First Name:**  
Mann & Mann PC Jill**Last Name:**  
Mann**Address:**  
191 South Main Street**City:**  
Middleton**State:**  
MA**Zip Code:**  
01949**Email Address:**  
pamv@mannpc.com



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**AMENDMENT-Change or Alteration of Premises Information**

☐ **Change of Location**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

☒ **Alteration of Premises**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

**1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
JU, Inc.	Middleton	90660-PK-0704

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

Applicant desires to install of a 1,069 square foot cooler to store alcohol inventory. This will require the construction of a 584 square foot addition to the Building and relocation of certain parking spaces. In addition, applicant is seeking to reduce the number of parking spaces from 30 to 25 which will provide nine spaces over the 16 spaces required under the Zoning Bylaw.

**APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Jill Elmstrom Mann	Attorney	jill@mannpc.com	978-762-6238

**2. ALTERATION OF PREMISES**

**2A. DESCRIPTION OF ALTERATIONS**

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

Applicant desires to install of a 1,069 square foot cooler to store alcohol inventory. This will require the construction of a 584 square foot addition to the Building and relocation of certain parking spaces. In addition, applicant is seeking to reduce the number of parking spaces from 30 to 25 which will provide nine spaces over the 16 spaces required under the Zoning Bylaw.

**2B. PROPOSED DESCRIPTION OF PREMISES**

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

See Attachment 2B.

Total Sq. Footage	3,069	Seating Capacity	0	Occupancy Number	N/A
Number of Entrances	1	Number of Exits	3	Number of Floors	1

**ATTACHMENT 2B. PROPOSED DESCRIPTION OF PREMISES**

The Premises contains approximately 3,069 SF on ground level. There is one (1) main entrance/exit and two (2) exits. The front retail sales area consists of approximately 1,068 SF with shelving, a checkout counter, restroom and janitor's closet. The Applicant is proposing to add a 584 square foot addition which will house a 1,069 SF cooler to store alcohol inventory.

## AMENDMENT-Change or Alteration of Premises Information

### **3. CHANGE OF LOCATION**

#### **3A. PREMISES LOCATION**

Last-Approved Street Address

Proposed Street Address

#### **3B. DESCRIPTION OF PREMISES**

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

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

#### **3C. OCCUPANCY OF PREMISES**

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Lease

Landlord Name Middleton Management LLC

Landlord Phone 781-799-0288

Landlord Email mrju27@yahoo.com

Landlord Address 27 South Main Street, Middleton, MA 01949

Lease Beginning Date June 1, 2023

Rent per Month

See Attachment 3C. Rent Table

Lease Ending Date May 31, 2038

Rent per Year

See Attachment 3C. Rent Table

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

☐ Yes ☒ No

### ATTACHMENT 3C. OCCUPANCY OF PREMISES - RENT TABLE

Lease Term	Annual Fixed Rent		Monthly Fixed Rent	
Initial Term				
June 1, 2023 - May 31, 2023	\$	72,000.00	\$	6,000.00
June 1, 2023 - May 31, 2024	\$	74,160.00	\$	6,180.00
June 1, 2024 - May 31, 2025	\$	76,384.80	\$	6,365.40
June 1, 2025 - May 31, 2026*	\$	82,610.16	\$	6,884.18
June 1, 2026 - May 31, 2027	\$	85,088.47	\$	7,090.71
June 1, 2027 - May 31, 2028	\$	87,641.12	\$	7,303.43
June 1, 2028 - May 31, 2029	\$	90,270.35	\$	7,522.53
June 1, 2029 - May 31, 2030	\$	92,978.46	\$	7,748.21
June 1, 2030 - May 31, 2031	\$	95,767.82	\$	7,980.65
June 1, 2031 - May 31, 2032	\$	98,640.85	\$	8,220.07
June 1, 2032 - May 31, 2033	\$	101,600.08	\$	8,466.67
June 1, 2033 - May 31, 2034	\$	104,648.08	\$	8,720.67
June 1, 2034 - May 31, 2035	\$	107,787.52	\$	8,982.29
June 1, 2035 - May 31, 2036	\$	111,021.15	\$	9,251.76
June 1, 2036 - May 31, 2037	\$	114,351.78	\$	9,529.32

\* Includes Cooler

<b>Extended Term</b>	Fair Market Value		Fair Market Value	
----------------------	-------------------	--	-------------------	--

#### 4. FINANCIAL DISCLOSURE

Associated Cost(s): (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):

Associated Cost(s):

Middleton Management LLC has agreed to fund the costs of the cooler for tenant.

#### SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Middleton Management LLC	\$90,000.00
Total:	\$90,000.00

#### SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
North Shore Bank	\$500,000*	Line of Credit	<input type="radio"/> Yes <input checked="" type="radio"/> No
		* The Line of Credit has an available balance of	<input type="radio"/> Yes <input type="radio"/> No
		\$144,962.97. See Attachment 4.	<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

#### 4. SOURCE OF FINANCING

 <b>NORTH SHORE BANK</b> a division of North Shore Bank 95 North Franklin Street, Holbrook, MA 02343 877.389.2265 northshore-bank.com	<b>AbingtonBank</b> a division of North Shore Bank 877.389.2265 northshore-bank.com	<b>Account Statement</b> Pg 1 of 3 Account Number:  Billing Date:  Commercial Loan Property Description: 223 Maple Street Middleton, MA 01949
--	--	--

000005

MIDDLETON MANAGEMENT LLC  
PO BOX 58  
MIDDLETON MA 01949-0058

#### ACTIVITY SUMMARY

Previous Principal Balance	Payments	Interest Charge	Advances	Fees	New Balance
255,037.03	1,976.54	1,976.54	100,000.00	0.00	355,037.03

Payment(s) Due					
Payment Due Date	Principal	Interest Charge	Escrow	Late Charge	Other Fees
Dec 11, 2024	0.00	2,252.07	0.00	0.00	0.00

This notice is for information only. Amount due will be deducted from account 47210547.

Activity from Oct 29, 2024 through Nov 27, 2024					
Effective Date	Post Date	Description	Credits	Debits	
Nov 12, 2024		Regular Payment - Note Interest	1,976.54		
Nov 25, 2024		Principal Disbursement		100,000.00	

Fees		
Date	Description of Transaction	Amount
	TOTAL FEES FOR THIS PERIOD	0.00



Interest Charged		
Date	Description of Transaction	Amount
Nov 27, 2024	Interest charged on balance	2,252.07
	TOTAL INTEREST CHARGED FOR THIS PERIOD	2,252.07



001950A\_BK\_371A30201\_A000

Member FDIC | Member OF

PLEASE DETACH ALONG THE PERFORATION AND RETURN THE LOWER PART WITH YOUR PAYMENT. RETAIN THE UPPER PART FOR YOUR RECORDS. A

<b>Payment Details</b>	 <b>NORTH SHORE BANK</b> a division of North Shore Bank	<input type="checkbox"/> Check box to indicate mail/address change on the back of this coupon.
Account Number: 	<b>AbingtonBank</b> a division of North Shore Bank	MIDDLETON MANAGEMENT LLC PO BOX 58 MIDDLETON MA 01949-0058
Due Date: Dec 11, 2024 PLEASE PAY: \$2,252.07		
Apply excess to:		
Escrow: _____	Make check payable to:	NORTH SHORE BANK
Principal: _____		95 NORTH FRANKLIN ST
Late Charges: _____		HOLBROOK MA 02343-1503
Other (Explain): _____		
Total Enclosed: _____		



NORTH SHORE BANK



AbingtonBank  
a division of North Shore Bank

Account Statement

Pg 3 of 3

Account Number:  
Billing Date:  
Commercial Loan

Nov 27, 2024

Totals Year-to-Date 2024

Description	Amount
Total Fees In 2024	0.00
Total Interest Charged In 2024	8,598.15

Interest Charge Calculation

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Number of Days	Credit Limit	Available Credit
Loan Balance	9.0000%(v)	255,037.03	2		
Loan Balance	8.7500%(v)	308,370.36	28	500,000.00	144,962.97

Your "Annual Percentage Rate (APR)" is the annual interest rate on your account. The Balance Subject to Interest Rate is calculated using the "Daily Balance" method.


(v) = Variable Rate

Should you have any questions: Call 877-360-2265

Messages

GO GREEN AND SIGN UP FOR E-STATEMENTS AT ABINGTONBANK.COM

11/28/2024 11:11 AM 11/28/2024 11:11 AM 11/28/2024 11:11 AM



### Access your account on the go, 24/7!

Download our free Mobile Banking app today from the App Store® or get it on Google Play™.

Member FDIC | Member NCUA

0332MFA\_BK\_3711AB0001\_10047







MIDDLETON MANAGEMENT LLC  
PO BOX 58  
MIDDLETON MA 01949-0058

#### ACTIVITY SUMMARY

Previous Principal Balance	Payments	Interest Charge	Advances	Fees	New Balance
355,037.03	2,620.87	2,620.87	0.00	0.00	355,037.03


Payment(s) Due						
Payment Due Date	Principal	Interest Charge	Escrow	Late Charge	Other Fees	Minimum Payment Due
Feb 11, 2025	0.00	2,598.67	0.00	0.00	0.00	2,598.67

This notice is for information only. Amount due will be deducted from account 47210547.

Activity from Dec 28, 2024 through Jan 28, 2025				
Effective Date	Post Date	Description	Credits	Debits
Jan 13, 2025		Regular Payment - Note Interest	2,620.87	

Fees		
Date	Description of Transaction	Amount
	TOTAL FEES FOR THIS PERIOD	0.00

Interest Charged		
Date	Description of Transaction	Amount
Jan 28, 2025	Interest charged on balance	2,598.67
	TOTAL INTEREST CHARGED FOR THIS PERIOD	2,598.67



### Access your account on the go, 24/7!

Download our free Mobile Banking app today from the App Store® or get it on Google Play™.

02343PA\_BK\_271A80201\_34047

Member FDIC | Member NCUA

PLEASE DETACH ALONG THE PERFORATION AND RETURN THE LOWER PART WITH YOUR PAYMENT. RETAIN THE UPPER PART FOR YOUR RECORDS. A

#### Payment Details

Account Number: XXXXXXXXXX  
Due Date: Feb 11, 2025  
PLEASE PAY: \$2,598.67



☐ Check box to indicate name/address change on the back of this coupon.  
MIDDLETON MANAGEMENT LLC  
PO BOX 58  
MIDDLETON MA 01949-0058

#### Apply excess to:

Escrow: \_\_\_\_\_  
Principal: \_\_\_\_\_  
Late Charges: \_\_\_\_\_  
Other (Explain): \_\_\_\_\_  
Total Enclosed: \_\_\_\_\_

Make check payable to:

NORTH SHORE BANK  
95 NORTH FRANKLIN ST  
HOLBROOK MA 02343-1503






### APPLICANT'S STATEMENT

I, Dharmesh D. Patel the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager  
Authorized Signatory  
of JU, Inc.  
Name of the Entity/Corporation

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

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

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

Signature:   
74E8E4330A314E1...

Date: February 2025

Title: President and Treasurer



95 North Franklin Street, Holbrook, MA 02343



a division of North Shore Bank

877.380.2283  
northshore-bank.com

Account Statement

Pg 1 of 3

Account Number:

Billing Date:

Commercial Loan

877-380-2283

Nov 27, 2024

Property Description:

223 Maple Street Middleton, MA 01949

000005

MIDDLETON MANAGEMENT LLC  
PO BOX 58  
MIDDLETON MA 01949-0058

ACTIVITY SUMMARY

Previous Principal Balance	Payments	Interest Charge	Advances	Fees	New Balance
255,037.03	1,976.54	1,976.54	100,000.00	0.00	356,037.03

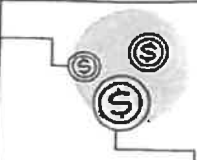
Payment Due Date	Principal	Interest Charge	Escrow	Late Charge	Other Fees	Minimum Payment Due
Dec 11, 2024	0.00	2,252.07	0.00	0.00	0.00	2,252.07

This notice is for information only. Amount due will be deducted from account 47210547.

Effective Date	Post Date	Description	Credits	Debits
Nov 12, 2024		Regular Payment - Note Interest	1,976.54	
Nov 25, 2024		Principal Disbursement		100,000.00

Date	Description of Transaction	Fees	Amount
	TOTAL FEES FOR THIS PERIOD		0.00

Date	Description of Transaction	Interest Charged	Amount
Nov 27, 2024	Interest charged on balance		2,252.07
	TOTAL INTEREST CHARGED FOR THIS PERIOD		2,252.07



**Free checking that checks all the boxes.**  
Get an account bonus when you open a  
**FREE Get Real Checking® account.**  
Ask us how!

Member FDIC | Member OF

PLEASE DETACH ALONG THE PERFORATION AND RETURN THE LOWER PART WITH YOUR PAYMENT. RETAIN THE UPPER PART FOR YOUR RECORDS. &

Payment Details

Account Number:

Due Date:

PLEASE PAY:

Dec 11, 2024  
\$2,252.07

Apply excess to:

Escrow:

Principal:

Late Charges:

Other (Explain):

Total Enclosed:



Check box to indicate name/address change on the back of this coupon.

MIDDLETON MANAGEMENT LLC  
PO BOX 58  
MIDDLETON MA 01949-0058

Make check payable to:

NORTH SHORE BANK  
95 NORTH FRANKLIN ST  
HOLBROOK MA 02343-1503



Account Statement

Page 3 of 3

Account Number:  
Billing Date:  
Commercial Loan

Nov 27, 2024

Totals Year-to-Date 2024

Description	Amount
Total Fees in 2024	0.00
Total Interest Charged in 2024	6,596.15

Interest Charge Calculation

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Number of Days	Credit Limit	Available Credit
Loan Balance	9.0000%(v)	255,037.03	2		
Loan Balance	8.7500%(v)	308,370.36	28	500,000.00	144,962.97

Your "Annual Percentage Rate (APR)" is the annual interest rate on your account. The Balance Subject to Interest Rate is calculated using the "Daily Balance" method.

(v) = Variable Rate

Should you have any questions: Call 877-380-2265

Messages

GO GREEN AND SIGN UP FOR E-STATEMENTS AT ABINGTONBANK.COM

11/28/2024 10:17 AM 1711AB000114047



### Access your account on the go, 24/7!

Download our free Mobile Banking app today from the App Store® or get it on Google Play™.

Member FDIC | Member SIF

0320FPA\_BK\_2711AB000114047





95 North Franklin Street, Holbrook, MA 02343



877.388.2265  
northshore-bank.com

#### Account Statement

Page 1 of 3

Account Number:  
Billing Date:  
Commercial Loan

Dec 27, 2024

Property Description:  
223 Maple Street Middleton, MA 01949

MIDDLETON MANAGEMENT LLC  
PO BOX 58  
MIDDLETON MA 01949-0058

#### ACTIVITY SUMMARY

Previous Principal Balance	Payments	Interest Charge	Advances	Fees	New Balance
355,037.03	2,252.07	2,252.07	0.00	0.00	355,037.03

Payment Due Date	Principal	Interest Charge	Escrow	Late Charge	Other Fees	Minimum Payment Due
Jan 11, 2025	0.00	2,620.87	0.00	0.00	0.00	2,620.87

This notice is for information only. Amount due will be deducted from account 47210547.

Activity from Nov 28, 2024 through Dec 27, 2024					
Effective Date	Post Date	Description		Credits	Debits
Dec 11, 2024		Regular Payment - Note Interest		2,252.07	

Fees				
Date	Description of Transaction			Amount
	TOTAL FEES FOR THIS PERIOD			0.00

Interest Charged				
Date	Description of Transaction			Amount
Dec 27, 2024	Interest charged on balance			2,620.87
	TOTAL INTEREST CHARGED FOR THIS PERIOD			2,620.87



### Sign up for eStatements!

Eliminate paper clutter and keep your financial information safe. Enroll today!

Member FDIC 

PLEASE DETACH ALONG THE PERFORATION AND RETURN THE LOWER PART WITH YOUR PAYMENT. RETAIN THE UPPER PART FOR YOUR RECORDS. A

#### Payment Details

Account Number:

Due Date: Jan 11, 2025  
PLEASE PAY: \$2,620.87

Apply excess to:

Escrow: \_\_\_\_\_  
Principal: \_\_\_\_\_  
Late Charges: \_\_\_\_\_  
Other (Explain): \_\_\_\_\_  
Total Enclosed: \_\_\_\_\_

Make check  
payable to:

NORTH SHORE BANK  
95 NORTH FRANKLIN ST  
HOLBROOK MA 02343-1503

☐ Check box to indicate name/address change on the back of this coupon.  
MIDDLETON MANAGEMENT LLC  
PO BOX 58  
MIDDLETON MA 01949-0058

007MFTA\_BK\_271AB2007\_0053



NORTH SHORE BANK



AbingtonBank  
a division of North Shore Bank

Account Statement

Page 3 of 3

Account Number:  
Billing Date:  
Commercial Loan

Dec 27, 2024

Totals Year-to-Date 2024

Description	Amount
Total Fees in 2024	0.00
Total Interest Charged in 2024	11,219.02

Interest Charge Calculation

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Number of Days	Credit Limit	Available Credit
Loan Balance	8.7500% (v)	355,037.03	9	500,000.00	144,962.97
Loan Balance	8.5000% (v)	355,037.03	22		

Your "Annual Percentage Rate (APR)" is the annual interest rate on your account. The Balance Subject to Interest Rate is calculated using the "Daily Balance" method.

(v) = Variable Rate

Should you have any questions: Call 877-380-2265

Messages

GO GREEN AND SIGN UP FOR E-STATEMENTS AT ABINGTONBANK.COM

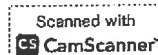
12/27/24 11:16 AM 12/27/24 11:16 AM 12/27/24 11:16 AM 12/27/24 11:16 AM 12/27/24 11:16 AM



Giving back moves our community forward.

We're committed to making a difference in the neighborhoods we serve.  
Learn more at [NorthShore-Bank.com/GivingTree](https://NorthShore-Bank.com/GivingTree).

643CAA\_BK\_2025AUB001\_M178





Pg 3 of 3

Account Number:  
Billing Date:  
Commercial Loan

Jan 28, 2025

Totals Year-to-Date 2024	
Description	Amount
Total Fees in 2024	0.00
Total Interest Charged in 2024	11,219.02

Totals Year-to-Date 2025	
Description	Amount
Total Fees in 2025	0.00
Total Interest Charged in 2025	2,596.67

### Interest Charge Calculation

Interest Charge Calculation					
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Number of Days	Credit Limit	Available Credit
Loan Balance	8.5000%(v)	355,037.03	31	500,000.00	144,962.97

Your "Annual Percentage Rate (APR)" is the annual interest rate on your account. The Balance Subject to Interest Rate is calculated using the "Daily Balance" method.

**(v) = Variable Rate**

Should you have any questions: Call 877-380-2265

## Messages

GO GREEN AND SIGN UP FOR E-STATEMENTS AT [ABINGTONBANK.COM](http://ABINGTONBANK.COM)

1. *Journal of the American Medical Association*, 1997; 278: 1014-1018.



**Eliminate paper clutter and keep your financial information safe. Enroll today!**

Member FDIC | Member DF 

REF ID: A67274



## EASY ORDERING PROCEDURES

Thanks for choosing SRC Refrigeration to quote your large investment...

Per our conversation,  
I have enclosed all the necessary paperwork for your review and approval.

If everything is in order... the next step is to:

- 1) Sign the "Sales Agreement(s)" (lower left corner)
- 2) Sign "Terms and Conditions" (lower left corner)
- 3) Sign Computer drawing (If provided - lower right corner)
- 4) Complete form for required deposit; provided by salesman

***Fax or scan above items to my attention.***

Please call if any of the enclosed information needs further explanation.  
**We will begin upon receipt of your initial payment & signed documents, and expedite as fast as possible.**

Thanks again... We'll do a nice job for you.

Sincerely,

***Chad Brandenburg***

Sales

(586) 580-0311 Ext. 140

Fax: (586) 254-0485

Email: [chad@src.us](mailto:chad@src.us)



6620 Nineteen Mile Road  
Sterling Heights, MI 48314-2117  
Website: www.SRCrefrigeration.com  
Toll Free: 800.521.0398  
Fax: 586.254.0485

## The Refrigeration Specialists SALES AGREEMENT

11/26/2024  
QUOTE # 117344  
VERSION # 1

### Middleton Wine & Spirits

223 Maple Street  
Middleton, MA  
01949

Ship to Name:  
Mike Patel  
Ship to Address:  
223 Maple Street  
Middleton, MA  
01949

Quantity	Description	Amount
	Model #:WSCO - SRC Series IV Outdoor Walk-In Storage Cooler Overall Dimensions: Per Drawing	
	<b>SRC Cabinet Features Include:</b>	
	<ul style="list-style-type: none"><li>4" thick PPC® (Premium Panel Construction) high-density extruded insulation cooler panels; exceeds EISA energy standards. PPC® eliminates need for perimeter wood framing providing higher R-value</li><li>Panels include National approvals - UL-NSF Approved / Smoke &amp; Flame Spread per ASTM E84 testing</li><li>Premium "white" metal finish in/out (no extra charge)</li><li>Internal cam locking ceiling to wall system for a moisture proof tight seal - helpful with tight overhead installations</li></ul>	
1	<ul style="list-style-type: none"><li>36"x78" UL approved heavy duty "In-swinging" entry door package (normal temp).</li><li>34" net opening</li><li>UL approved Energy saving vapor proof CFL lamp pre-wired to exterior indicator light switch</li><li>Easy to read dial thermometer</li><li>Heavy duty chrome cam lift self closing hinges, with additional self actuating door closure</li><li>Dart mount magnetic door seal gaskets for a firm tight door seal</li><li>Aluminum diamond tread kick plates on lower portion of door (interior &amp; exterior)</li></ul>	
1	<ul style="list-style-type: none"><li>Heavy Duty Stainless Steel locking bar factory mounted on walk in door (padlock by others)</li></ul>	
1	<ul style="list-style-type: none"><li>Sloped outdoor membrane roof cap system (shipped loose) with perimeter hold-down trim and mechanical fasteners. Heavy duty ISO insulated sloped sheet package at 1/4" per foot on small units or 1/8" per foot on large roofs. Vinyl roof membrane is a proprietary thermoplastic formulation. Available in white, gray, dark gray, tan, or terra cotta.</li><li>Walk-in door opens outdoors; includes weatherproof exterior switch and door rain guard</li><li>Decorative embossed black epoxy finish on exterior.</li><li>Floorless construction in cooler; NSF Vinyl floor screed supplied in standard lengths.</li><li>Multi-span ceiling requires overhead support. Integrated SRC ceiling hanger clips included. Means of connection to overhead not supplied. Support points are specified on final build drawings.</li></ul>	
6	<ul style="list-style-type: none"><li>4' Long 7500 Lumen LED ceiling light fixture in sealed watertight poly-carbonate housing. UL approved for wet locations. Low profile design is ideal for walk-in coolers &amp; freezers. Bulb life rated 50,000 + hours. 5 year warranty on complete fixture.</li></ul>	

Chad Brandenburg

11/26/24

Buyer's Acceptance

Date

SRC Signature

Date



6620 Nineteen Mile Road  
Sterling Heights, MI 48314-2117  
Website: www.SRCrefrigeration.com  
Toll Free: 800.521.0398  
Fax: 586.254.0485

*The Refrigeration Specialists*  
**SALES AGREEMENT**

**11/26/2024**

**QUOTE # 117344**

**VERSION # 1**

**Middleton Wine & Spirits**

**223 Maple Street  
Middleton, MA  
01949**

**Ship to Name:**

Mike Patel

**Ship to Address:**

223 Maple Street  
Middleton, MA  
01949

Quantity	Description	Amount
----------	-------------	--------

**SRC Glass Display Doors Include:**

- |    |   |  |
|----|---|--|
| 17 | <ul style="list-style-type: none"><li>▪ 30" x 79" Anthony Model #101 heavy-duty glass swing-open display door assembly with frame</li><li>▪ Tempered 3-pane Argon gas filled glass pack. Heat Reflective Low-e glass standard</li><li>▪ Automatic hold-open bar, doors are easily adjustable for torque &amp; sag. Reversible hinging.</li><li>▪ Low wattage 115V frame heaters with Smart Sensors, EISA (Energy Independence Security Act) compliant.</li><li>▪ High Humidity glass pack is included</li></ul>   |  |
| 1  | <ul style="list-style-type: none"><li>▪ 36" x 81"H Anthony Model #103 pass-thru glass entrance door.</li><li>▪ 3-Pane, tempered, heat-reflective LOW-E coated Argon gas filled glass pack</li><li>▪ Automatic hold-open bar, doors are easily adjustable for torque &amp; sag.</li><li>▪ Can be ordered with or without a threshold plate. Low-wattage frame heat with Smart sensor.</li><li>▪ High Humidity glass pack included</li></ul>  |  |
| 77 | <ul style="list-style-type: none"><li>▪ 27" deep black epoxy coated wire shelves (with price tag molding)</li></ul>   |  |
| 42 | <ul style="list-style-type: none"><li>▪ 36" deep black epoxy coated wire shelves (with price tag molding)</li><li>▪ High efficiency Optimax 7 lighting 4000k (light emitting diodes) upgrade; energy savings up to 75%, 100,000 hours average life expectancy, 5 year limited warranty. Low heat output reduces refrigeration run-time.</li><li>▪ Installed "Smart Controller" (heat regulator installed and prewired on each frame section)</li><li>▪ 10"H Stainless steel kickplates for glass pass-thru door installed int/ext</li><li>▪ Interior push bar for glass pass-thru entrance doors is included, center mounted</li><li>▪ Door, frame, and handle finish: black</li><li>▪ Hinging: Please Specify</li><li>▪ Door and frame condensate heaters included. Non-heated insulated glass cooler doors is included unless otherwise specified. Insulated glass provides condensation protection in properly conditioned environments.</li><li>▪ Warranties: 10 year sealed glass, 15 months parts from date of shipment</li></ul> |  |

*Chad Brandenburg*

11/26/24

Buyer's Acceptance

Date

SRC Signature

Date





6620 Nineteen Mile Road  
Sterling Heights, MI 48314-2117  
Website: www.SRCrefrigeration.com  
Toll Free: 800.521.0398  
Fax: 586.254.0485

*The Refrigeration Specialists*  
**SALES AGREEMENT**

**11/26/2024**

**QUOTE # 117344**

**VERSION # 1**

**Middleton Wine & Spirits**

**223 Maple Street  
Middleton, MA  
01949**

**Ship to Name:**

Mike Patel

**Ship to Address:**

223 Maple Street  
Middleton, MA  
01949

Quantity	Description	Amount
----------	-------------	--------

**SRC Refrigeration System Includes:**

- |   |   |  |
|---|---|--|
| 2 | <ul style="list-style-type: none"><li>▪ RM400-2-PR 4.5HP Scroll Refrigeration system, Medium temp 35°F operation, multi-brand availability on request</li><li>▪ Pre-assembled remote air-cooled outdoor condensing unit with low ambient protection, Nitrogen charged</li><li>▪ Mounted weather hood, pressure controls, filter-drier, receiver, headmaster and service valves</li><li>▪ (2) Low Profile air-defrost Evaporator coils with 115V high-efficiency (EC style) fan motors</li><li>▪ Room temp control, Defrost timer, expansion &amp; solenoid valves are included with equipment package</li><li>▪ Equipment is UL approved and fully compliant with Federal EISA energy standards</li><li>▪ All control components, filter driers and /or valves provided as part of system</li><li>▪ Select electrical voltage and phase of condensing unit: (208-230v, 3 phase)</li><li>▪ Warranties: 5 Year Compressor Motor, 1 Year Parts, No Labor warranty ("self install")</li><li>▪ Customer is responsible for all installation and future repair/replacement labor expense.</li><li>▪ See electrical requirements summary and CAD drawings for electrical details</li></ul> |  |
|---|---|--|

*Chad Brandenburg*

11/26/24

Buyer's Acceptance

Date

SRC Signature

Date



6620 Nineteen Mile Road  
Sterling Heights, MI 48314-2117  
Website: [www.SRCrefrigeration.com](http://www.SRCrefrigeration.com)  
Toll Free: 800.521.0398  
Fax: 586.254.0485

*The Refrigeration Specialists*  
**SALES AGREEMENT**

**11/26/2024**  
**QUOTE # 117344**  
**VERSION # 1**

**Middleton Wine & Spirits**

**223 Maple Street  
Middleton, MA  
01949**

**Ship to Name:**  
Mike Patel  
**Ship to Address:**  
223 Maple Street  
Middleton, MA  
01949

Quantity	Description	Amount
<b>Total ***Delivered Price*** Of Above Materials</b>		<b>\$88,182.00</b>
<small>Note: For Walk-In Orders – Receipt, Inspection, Installation and Labor Warranty by Others All amounts are to be assumed as U.S. Dollars (USD)</small>		

**PRICING VALID THROUGH:** ➡

**EXPIRES:**  
12/11/2024  
12:00:00 AM

**Terms:** 50% Deposit; Balance Due 1 Week Prior to Shipping

**Delivery:** Approx 5-6 Weeks; Sooner If Possible (Scheduling Team Will Send Dates)

**Notes/Options:**

▪ (7) Shelves & LED Lights per Door Included	\$0.00
--	--------

**SHIP TO (Write in Ship To Address Please):**

Contact (s):	Phone (s):	Email:
<hr/>		
<b>ELECTRIC SUPPLY:</b>	208-230/3-Phase	
<b>GLASS DOORS: (Circle Options)</b>		
Glass Frame:	Black	
Glass Door Handle:	Full length black	
Wire Shelves:	Black (Size in Products Section)	

Buyer's Acceptance

Date

*Chad Brandenburg*

SRC Signature

11/26/24

Date



6620 Nineteen Mile Road  
Sterling Heights, MI 48314-2117  
Website: [www.SRCrefrigeration.com](http://www.SRCrefrigeration.com)  
Toll Free: 800.521.0398  
Fax: 586.254.0485

**Middleton Wine & Spirits**

**223 Maple Street  
Middleton, MA  
01949**

## *The Refrigeration Specialists* **SALES AGREEMENT**

**11/26/2024**

**QUOTE # 117344**

**VERSION # 1**

**Ship to Name:**

Mike Patel

**Ship to Address:**

223 Maple Street  
Middleton, MA  
01949

### **Shipping Information:**

- Cooler panels ship from Michigan via common carrier.
- Refrigeration components and display doors ship via common carrier. Common carrier truck drivers are not required to unload freight. You will be responsible to receive and inspect your equipment. If you discover any damage, it will be necessary to report it on the freight bill you sign. Call SRC Logistics Department at 800-521-0398 for details.

### **Exclusive SRC Customer Benefits:**

- Complete custom drawing package for owners approval provided upon receipt of deposit
- SRC Refrigeration will provide required voltage, amperage & wire diagrams for electrician's use at time of order. All required electric connections by others unless shown above.
- Detailed shop drawing (showing panel layout - shipped with cooler) provided for future expansion
- Compressor warranty certified will be mailed upon receipt of final payment
- Product warranty certificates enclosed with acknowledgement of order
- Environmentally safe materials used in insulation and compressors
- SRC Refrigeration works with a multi-source network of vendors insuring your delivery date is met

### **EISA Compliance:**

All walk-in panels manufactured by SRC Refrigeration are compliant with the Federal Energy Independence & Security Act of 2007 (public law 110-140) Title III; section 312, regarding walk-in coolers and freezers. It is the customer's responsibility to specify EISA compliant equipment for vendor supplied items (refrigeration system components, electrical accessories, strip curtains, etc.)

### **Additional Product Notes:**

Unless otherwise shown above, refrigeration systems have been designed for normal holding temperatures only. Product load, usage, ambient conditions above 95°F, personnel, box and compressor location can affect sizing. Please advise SRC Refrigeration if special requirements apply.



**listed**

**Decide with Confidence:**

*Chad Brandenburg*

11/26/24

Buyer's Acceptance

Date

SRC Signature

Date

**SRC REFRIGERATION SALES AGREEMENT TERMS AND CONDITIONS**

**ACCEPTANCE** Buyer accepts these terms and conditions by signing below. If Buyer fails to execute the Sales Agreement, then Buyer will be deemed to accept by paying any portion of the sales price.

**ENTIRE AGREEMENT** This document, together with any attachments, constitutes the entire agreement between the parties and supersedes all prior agreements; no understanding, modification, trade custom or prior course of dealing at variance with these terms and conditions will bind SRC. This document may only be amended in writing signed by both parties.

**PRICE PROTECTION** Prices quoted in this order are guaranteed for 90 days unless stated otherwise. SRC reserves the right to correct typographical errors in the quoted prices at any time.

**DAMAGE DURING DELIVERY** Buyer assumes all risk of loss once the Goods are delivered to a delivery carrier. Buyer agrees to look exclusively to the delivery carrier for damages that occur during delivery.

**C.O.D.** Buyer must pay the outstanding balance of the sales price upon delivery. All payments must be made with cash or certified funds. SRC will not accept a personal or business check.

**DELAY IN PERFORMANCE** SRC will exercise its best efforts to manufacture and install the Goods in a timely manner, but Buyer acknowledges that the estimate of shipment and delivery is approximate only and SRC shall have no liability for loss of use or for any direct, indirect or consequential damages resulting from any delay in shipment or delivery. SRC is not responsible for any delay, failure or omissions due to any cause beyond its control, such as labor strikes, shortage of materials, inclement weather, interruption in electrical service, acts of God, war or similar events.

**INSPECTION** Buyer must inspect the Goods upon delivery and provide SRC with written notice of any defects. Otherwise Buyer waives its right to object to the condition of the Goods.

**CLEARED AREA/DEBRIS** Buyer agrees to clear an area where the Goods are to be installed. All shipping debris to be disposed of by customer.

**INSTALLATION AREA** The Goods are designed to operate on a smooth, level, immovable surface. An unlevelled floor or shift in the structure housing the equipment may cause an errant door alignment or seal, panel separation or equipment malfunctions. SRC will not be liable for any damage associated with an unlevelled surface or structural movement.

**MECHANICAL REQUIREMENTS** Unless stated otherwise, Buyer is responsible for all utility services such as electrical connections, water lines and approved drainage, roof penetrations for outdoor motors and must secure all necessary tradesmen required for the installation of the goods.

**PERMITS** Buyer is responsible for obtaining all permits for the installation or operation of the Goods.

**TAXES** Federal, state and local taxes (unless otherwise shown on this document) are not included and are Buyer's responsibility. SRC may bill Buyer separately at any time for any such charge as SRC may be requested to collect or pay.

**INITIAL USE** The Goods must be operated for at least 48 hours prior to placing any product in the unit. Buyer should thoroughly review all equipment manuals and instructions and contact SRC with any questions.

**POTENTIAL FOR MOLD** SRC IS NOT RESPONSIBLE FOR MOLD ACCUMULATION OR DAMAGE RESULTING FROM MOLD IN, ON OR AROUND THE COOLER OR ITS CONTENTS OR FOR ANY PERSONAL INJURY CLAIM DUE TO EXPOSURE TO MOLD.

**ADDITIONAL CHARGES** In addition to the outstanding balance of the sales price, Buyer agrees to pay the following prior to delivery:

- a. Any actual costs SRC incurs transporting or storing the Goods if Buyer fails to pay the outstanding balance upon delivery or the Goods cannot be installed for any other reason outside the control of SRC, its agents or subcontractors;
- b. Any actual costs SRC incurs if the Goods cannot be installed due to Buyer's error, omission or lack of preparation of the installation area;
- c. A commercially reasonable charge for deliveries outside the continental United States, which includes ocean freight, documentation, port and tariff charges;
- d. A commercially reasonable charge for deliveries or installation requested outside the normal business hours (Monday-Friday, 8:00 a.m.-5:00 p.m.) or requiring a specific start or stop time;
- e. A commercially reasonable charge for additional equipment or labor required to handle stairways, inadequate door openings, structural obstacles or long delivery routes when direct access to installation site is not available; and
- f. A commercially reasonable charge for removal of crating and packing materials if requested by Buyer.
- g. A service charge on any unpaid balance beyond terms from the date of the invoice at the rate of 1.5% per month (18% per annum) or the maximum rate allowed by law if less than 1.5% per month.

**LIMITED WARRANTY:** THERE IS NO WARRANTY OF MERCHANTABILITY OR WARRANTY THAT THE GOODS WILL BE FIT FOR A PARTICULAR PURPOSE. BUYER AGREES THAT ITS WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THE SALES CATALOGS FOR GOODS ACTUALLY PURCHASED. EXPRESS WARRANTIES EXTEND ONLY TO THE BUYER AND AUTOMATICALLY TERMINATE UPON TRANSFER OF BUSINESS OR GOODS, UNLESS SRC AGREES OTHERWISE IN WRITING.

**WAIVER OF WARRANTY:** ALL EXPRESS WARRANTIES ARE AUTOMATICALLY WAIVED IF BUYER ATTEMPTS TO REPAIR THE GOODS, EITHER PERSONALLY OR THROUGH ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, WITHOUT FIRST PROVIDING SRC WITH NOTICE OF THE MALFUNCTION AND A REASONABLE OPPORTUNITY TO REPAIR.

**BUYER'S REMEDY:** BUYER'S SOLE REMEDY IS FOR SRC TO REPAIR DEFECTIVE GOODS AND REPLACE THE SAME IF REASONABLE REPAIR EFFORTS FAIL, OR OTHERWISE, AT SRC'S OPTION, TO REFUND THE PURCHASE PRICE. BUYER ALSO AGREES THAT SRC SHALL NOT BE RESPONSIBLE FOR BUYER'S CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BY WAY OF EXAMPLE ONLY, REPAIR OR REPLACEMENT COSTS THROUGH ANYONE OTHER THAN SRC, LOSS OF ANTICIPATED PROFITS, LOSS OF PRODUCT, PUNITIVE/EXEMPLARY DAMAGES OR NON-ECONOMIC DAMAGES.

**GOVERNING LAW:** Michigan law shall govern any dispute between the parties pertaining to this document or the Goods.

**JURISDICTION:** Any dispute between the parties involving this document or the Goods shall be filed in Macomb County, Michigan.

**SRC'S DAMAGES:** SRC shall receive actual, consequential and incidental damages, costs, interest and attorney fees if Buyer violates these terms and conditions. Should the Buyer's account become delinquent, SRC may cancel all credit privileges and begin collection efforts. In the event collection efforts become necessary, the Buyer agrees to pay any and all costs including but not limited to: interest, late fees, collection agency fees, reasonable attorney fees and court costs.

**CANCELLATIONS:** Buyer agrees to pay 25% of sales price on stock items & 50% on custom orders, plus freight charges, if any order is canceled.

**SUBROGATION CLAUSE:** Buyer agrees to purchase and maintain insurance which permits a waiver of liability and contains a waiver of subrogation. If Buyer has an insured loss, then Buyer agrees to release Seller and its agents for any claim for such loss to the extent of any recovery under its insurance even if Seller's goods or workmanship may have caused or contributed to the loss.

Buyer's Acceptance

Date

Chad Brandenburg

Signature

11/26/24

Date

# Equipment Submittal # 117344

## Cabinet Features Include:

- 4" thick PPC® (Premium Panel Construction) high-density extruded insulation cooler panels; exceeds EISA energy standards. PPC® eliminates need for perimeter wood framing providing higher R-value
- Panels include National approvals - UL-NSF Approved / Smoke & Flame Spread per ASTM E84 testing
- Premium "white" metal finish in/out (no extra charge)
- Internal cam locking ceiling to wall system for a moisture proof tight seal - helpful with tight overhead installations
- 1 ▪ 36"x78" UL approved heavy duty "In-swinging" entry door package (normal temp).
- 34" net opening
- UL approved Energy saving vapor proof CFL lamp pre-wired to exterior indicator light switch
- Easy to read dial thermometer
- Heavy duty chrome cam lift self closing hinges, with additional self actuating door closure
- Dart mount magnetic door seal gaskets for a firm tight door seal
- Aluminum diamond tread kick plates on lower portion of door (interior & exterior)
- 1 ▪ Heavy Duty Stainless Steel locking bar factory mounted on walk in door (padlock by others)
- 1 ▪ Sloped outdoor membrane roof cap system (shipped loose) with perimeter hold-down trim and mechanical fasteners. Heavy duty ISO insulated sloped sheet package at 1/4" per foot on small units or 1/8" per foot on large roofs. Vinyl roof membrane is a proprietary thermoplastic formulation. Available in white, gray, dark gray, tan, or terra cotta.
- Walk-in door opens outdoors; includes weatherproof exterior switch and door rain guard
- Decorative embossed black epoxy finish on exterior.
- Floorless construction in cooler; NSF Vinyl floor screed supplied in standard lengths.
- Multi-span ceiling requires overhead support. Integrated SRC ceiling hanger clips included. Means of connection to overhead not supplied. Support points are specified on final build drawings.
- 6 ▪ 4' Long 7500 Lumen LED ceiling light fixture in sealed watertight poly-carbonate housing. UL approved for wet locations. Low profile design is ideal for walk-in coolers & freezers. Bulb life rated 50,000 + hours. 5 year warranty on complete fixture.

## Glass Display Doors Include:

- 17 ▪ 30" x 79" Anthony Model #101 heavy-duty glass swing-open display door assembly with frame
- Tempered 3-pane Argon gas filled glass pack. Heat Reflective Low-e glass standard
- Automatic hold-open bar, doors are easily adjustable for torque & sag. Reversible hinging.
- Low wattage 115V frame heaters with Smart Sensors, EISA (Energy Independence Security Act) compliant.
- High Humidity glass pack is included
- 1 ▪ 36" x 81"H Anthony Model #103 pass-thru glass entrance door.
- 3-Pane, tempered, heat-reflective LOW-E coated Argon gas filled glass pack
- Automatic hold-open bar, doors are easily adjustable for torque & sag.
- Can be ordered with or without a threshold plate. Low-wattage frame heat with Smart sensor.
- High Humidity glass pack included
- 77 ▪ 27" deep black epoxy coated wire shelves (with price tag molding)
- 42 ▪ 36" deep black epoxy coated wire shelves (with price tag molding)
- High efficiency Optimax 7 lighting 4000k (light emitting diodes) upgrade; energy savings up to 75%, 100,000 hours average life expectancy, 5 year limited warranty. Low heat output reduces refrigeration run-time.
- Installed "Smart Controller" (heat regulator installed and prewired on each frame section)
- 10"H Stainless steel kickplates for glass pass-thru door installed int/ext
- Interior push bar for glass pass-thru entrance doors is included, center mounted
- Door, frame, and handle finish: black
- Hinging: Please Specify
- Door and frame condensate heaters included. Non-heated insulated glass cooler door is included unless otherwise specified. Insulated glass provides condensation protection in properly conditioned environments.
- Warranties: 10 year sealed glass, 15 months parts from date of shipment

**Refrigeration System Includes:**

- 2
- RM400-2-PR 4.5HP Scroll Refrigeration system, Medium temp 35°F operation, multi-brand availability on request
  - Pre-assembled remote air-cooled outdoor condensing unit with low ambient protection, Nitrogen charged
  - Mounted weather hood, pressure controls, filter-drier, receiver, headmaster and service valves
  - (2) Low Profile air-defrost Evaporator coils with 115V high-efficiency (EC style) fan motors
  - Room temp control, Defrost timer, expansion & solenoid valves are included with equipment package
  - Equipment is UL approved and fully compliant with Federal EISA energy standards
  - All control components, filter driers and /or valves provided as part of system
  - Select electrical voltage and phase of condensing unit: (208-230v, 3 phase)
  - Warranties: 5 Year Compressor Motor, 1 Year Parts, No Labor warranty ("self install")
  - Customer is responsible for all installation and future repair/replacement labor expense.
  - See electrical requirements summary and CAD drawings for electrical details

**Notes/Options:**

- (7) Shelves & LED Lights per Door Included

**ENTITY VOTE**

The Board of Directors or LLC Managers of

JU, Inc.

Entity Name

duly voted to apply to the Licensing Authority of

Middleton

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

February 14, 2025

Date of Meeting

For the following transactions (Check all that apply):

☒ Alteration of Licensed Premises

☐ Change of Location

☐ Other

"VOTED: To authorize

Dharmesh D. Patel

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."

A true copy attest,

Signed by:



Corporate Officer /LLC Manager Signature

Dharmesh D. Patel, President and Treasurer

(Print Name)

For Corporations ONLY

A true copy attest,

Signed by:



Corporation Clerk's Signature

Dharmesh D. Patel

(Print Name)

**ABSOLUTE NET LEASE**

**by and between**

**MIDDLETON MANAGEMENT LLC**

**and**

**JU, INC.**

**ARTICLE I**

**Reference Data**

**1.1 Subjects Referred To.**

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

**"Annual Fixed Rent Rate"** As set forth in the schedule below for the Initial Term:

<i>Lease Term</i>	<i>Annual Fixed Rent</i>	<i>Monthly Fixed Rent</i>
<b>Initial Term</b>	<b>\$72,000.00*</b>	<b>\$6,000.00*</b>
<b>Extended Term</b>	<b>Market Rate</b>	<b>Market Rate</b>

\*Rent shall increase each year by a rate of three (3%) percent from each prior lease year.

**"Rent Commencement Date"** **TBD**

**"Premises"** The leasable space consisting of approximately 2,492 SF located in the front left portion and the entire rear portion of the building located at the real property known and numbered as 223 Maple Street, Middleton, Massachusetts (the "Property"), including the right to use, in common with the other tenants of the Property, the parking spaces located on the Property.

**"Landlord"** **MIDDLETON MANAGEMENT LLC**

**Mailing Address of Landlord** **PO BOX 58, Middleton, MA 01949**

**"Tenant"** **JU, INC. d/b/a Town Liquors**

**Address of Tenant** **223 Maple Street, Middleton, MA 01949**

**"Initial Term"** The Term shall commence on the Effective Date of this Lease and shall expire on a date which is fifteen (15) years after the Effective Date.



<b>"Option to Extend"</b>	<b>One (1) Option to extend for ten (10) years</b>				
<b>"Operating Expenses"</b>	<p>Operating Expenses shall mean all present and future costs of Landlord in owning, servicing, operating, managing, maintaining, and repairing the Property and all improvements located thereon, including, but not limited to, maintenance and repair of the parking lot (not exclusively used by any tenant), foundation, structural elements, exterior and roof of the Building; utilities used at the Property (not exclusively used by any tenant); building and liability insurance; and snow and ice removal; refuse removal; and landscaping.</p> <p>Operating Expenses do not include the cost of tenant's finished work to the space of any of the other tenants; leasing commissions and leasing brokerage fees; payments of principal, interest or other charges on mortgages; and salaries of executives or principals of Landlord (except as the same may be reflected in the management fee and building services for the Building or attributable to actual Building operations).</p>				
<b>"Permitted Use"</b>	<p>The Premises shall be used as full-service liquor store with lottery and tobacco sales, and for no other purpose.</p> <p>Tenant may not operate any of its business outside of the portion of Building that constitutes the Premises and shall share parking spaces with the other tenants.</p>				
<b>"Insurance Limits"</b>	<table> <tr> <td>Bodily Injury:</td><td>\$2,000,000/\$4,000,000</td></tr> <tr> <td>Liquor Liability:</td><td>\$1,000,000</td></tr> </table> <p>Such insurance shall be exclusively for the Premises location.</p>	Bodily Injury:	\$2,000,000/\$4,000,000	Liquor Liability:	\$1,000,000
Bodily Injury:	\$2,000,000/\$4,000,000				
Liquor Liability:	\$1,000,000				
<b>"First Month's Rent"</b>	<b>\$6,000.00 to be paid upon the execution of this Agreement.</b>				
<b>"Security Deposit"</b>	<b>\$6,000.00 to be paid upon the execution of this Agreement.</b>				
<b>"Tenant's Percentage Share"</b>	<b>30% of real estate taxes and of all common charges including the water bill.</b>				

ARTICLE II  
Premises and Term

2.1 Premises. Landlord hereby leases and demises to Tenant and Tenant hereby leases from Landlord, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, the Premises in their "AS IS" condition without representation or warranty as to the adequacy of the Premises for Tenant's intended use.

2.2 Term. TO HAVE AND TO HOLD for a term beginning on the later to occur of: i) approval by the Middletown Select Board and the Massachusetts Alcoholic Beverages Control Commission of the Special Legislation Home Rule All Alcoholic Beverages Package Store License, and ii) issuance by the Town of Middletown of a Certificate of Occupancy, as needed and or required for Tenant to conduct business to the general public (the "Effective Date") and continuing for the Initial Term, unless sooner terminated or as otherwise extended as hereinafter provided.

2.3 Option to Extend. Provided that Tenant is not in default under this Lease after the expiration of applicable grace periods at the time of exercise or extension hereunder, Tenant shall have the right and option to extend the Term for up to one (1) additional period of ten (10) years at the Annual Fixed Rent set forth in Section 1.1. Such option(s) shall be exercised by written notice from Tenant to Landlord no later than six (6) months and no earlier than nine (9) months prior to the expiration of the Initial Term (the "Extension Notice Period.")

ARTICLE III  
Construction Work

3.1 Tenant's Inspection of Premises. The Tenant has had the opportunity to inspect the Premises, which inspections the Tenant acknowledges have been to its satisfaction or, to the extent not performed, were not performed as a conscious matter by the Tenant with full consultation with legal and other professional advisors. Landlord shall have no obligation or responsibility to maintain the Premises or to make any repairs or replacements therein, other than as provided for in Section 3.2 below. The Landlord agrees to maintain (a) the roof and structural elements of the building in which the Leased Premises are located, and (b) any common building utilities; provided that Landlord shall not be responsible for any repairs or replacements necessitated by any act or omission of the Tenant or its agents, employees, contractors, licensees, sublessees, customers or invitees.

3.2 Construction Work By Landlord. The Tenant and Landlord acknowledge that the Landlord shall be responsible for costs and expenses of the build-out of the full-service liquor store, including the costs of construction related to all interior work, fittings, furnishings, and equipment which includes, but is not limited to, coolers, gondolas, counters, and accessory equipment. Without limiting the foregoing, the Landlord agrees to construct the Premises as shown on the floor plan attached hereto as Exhibit A.

ARTICLE IV  
Rent

Upon the execution hereof by Landlord and Tenant, Tenant shall deliver to Landlord, the first Annual Fixed Rent Payment in the amount of \$6,000.00, plus the Security Deposit in the amount of \$6,000.00.

4.1 Annual Fixed Rent. Tenant covenants and agrees to pay Annual Fixed Rent, as described in Section 1.1 above to Landlord at the Original Address of Landlord or at such other place or to such other person or entity as Landlord may, by notice to Tenant, from time to time direct, in advance of the first day of each calendar month included in the Initial Term from and after the Effective Date of this Lease; and for any portion of a calendar month at the beginning or end of the Term, at that rate payable in advance for such portion. Tenant shall begin paying rent on the Effective Date.

4.2 Additional Rent. This Lease is an ABSOLUTE NET LEASE, and Landlord shall not be obligated to pay any charge or bear any expense whatsoever against or with respect to the Leased Premises, nor shall the rent payable hereunder be subject to any reduction or offset whatsoever on account of any such charge or otherwise. In order that the Fixed Rent shall be absolutely net to Landlord, Tenant covenants and agrees to pay to Landlord, as Additional Rent, Tenant's Percentage Share (as defined in Section 1.1) of Operating Expenses (as defined in Section 1.1) all real estate taxes, betterment assessments, insurance costs, and common utility charges (including but not limited to water) with respect to the Property. Such payment shall be due and payable to Landlord within ten (10) business days of Landlord delivering notice to Tenant.

4.4 Late Payment of Rent. If any installment of Fixed Rent or payment of Additional Rent is paid after the date the same was due, it shall bear interest from the due date at the prime commercial rate published in the Wall Street Journal, as it may be adjusted from time to time, plus four (4.00%) percent per annum, but in no event more than the maximum rate of interest allowed by law, the payment of which shall be Additional Rent. In the event that Tenant fails to maintain insurance as required in Section 4.5 below or fails to pay any utilities at the Premises, Landlord shall have the right but not the obligation to pay such costs and or premiums and to seek reimbursement therefor from the Tenant, which payments shall be deemed to be Additional Rent hereunder.

4.5 Insurance. Tenant shall take out and maintain throughout the Term comprehensive general liability insurance protecting Landlord as a named insured and with such additional insureds as Landlord from time to time may designate by notice to Tenant, the premiums under which shall be paid directly by Tenant to its insurance company.

The insurance obtained by Tenant shall indemnify and hold Landlord and Tenant harmless against all claims and demands for any injury to person or property which may be claimed to have occurred on or about the Premises or to the building in which the Premises are located in amounts which shall, at the beginning of the Term, be at least equal to the limits set forth in Section 1.1, and, from time to time during the Term, shall be for such higher limits, if any, as are customarily carried in the area in which the Premises are located on property similar to the Premises and used for similar purposes; and workmen's compensation insurance with statutory limits covering all of Tenant's employees working on the Premises (unless Tenant is legally authorized to self-insure with respect to worker's compensation, and provides to Landlord reasonably satisfactory evidence of such authorization). Tenant shall provide copies of any such insurance policies to Landlord upon request.

All policies required under this Section 4.5 shall be obtained from responsible companies qualified to do business in the Commonwealth of Massachusetts and in good standing

therein, which companies and the amount of insurance allocated thereto shall be subject to Landlord's approval in its reasonable discretion. Tenant agrees to furnish Landlord with certificates of all such insurance prior to the beginning of the Term hereof and of each renewal policy at least thirty (30) days prior to the expiration of the policy it renews. Tenant shall provide copies of any such insurance policies to Landlord upon request. Each such policy shall be non-cancelable with respect to the interest of Landlord and the holders of any mortgages on the Premises, without at least Thirty (30) days prior written notice thereto.

4.6 Utilities. Tenant shall pay directly to the proper authorities charged with the collection thereof all charges for water, sewer, gas, electricity, telecommunications (including but not limited to telephone, cable access, and internet access), and other utilities or services used or consumed on the Premises, whether called charge, tax, assessment, fee or otherwise, including, without limitation, water and sewer use charges and taxes, if any. All such charges are to be paid as the same from time to time when they become due. Tenant shall make its own arrangements for such utilities and Tenant shall confirm its satisfaction of the availability of such utilities prior to the execution of this Lease. Landlord shall be under no obligation to furnish any utilities to the Premises and shall not be liable for any interruption or failure in the supply of any such utilities to the Premises. To the extent any payments remain outstanding for such utilities on the Premises, Tenant shall make any arrearage payments.

#### ARTICLE V Covenants

5.1 Affirmative Covenants. Tenant covenants at its sole expense at all times during the Term and for such prior or subsequent time as Tenant occupies the Premises or any part thereof:

5.1.1 Perform Obligations. To perform promptly all of the obligations of Tenant set forth in this Lease; and to pay when due the Fixed Rent and Additional Rent and all charges, rates and other sums which by the terms of this Lease are to be paid by Tenant.

5.1.2 Use. To use the Premises only for the Permitted Uses, and from time to time as needed, to procure all licenses and permits necessary therefor at Tenant's sole expense.

5.1.3 Repair and Maintenance. Except as otherwise provided in Article VI, to keep the Premises including, without limitation, the interior and exterior of the Leased Premises (including the appurtenant areas of any and all buildings and structures) sidewalks abutting the Premises, all heating, plumbing, hot water, ventilating, electrical, air-conditioning, security, alarm, elevator, sprinkler systems, and fire alarms and smoke detectors, mechanical, and other fixtures and equipment now or hereafter on the Premises (expressly including any Tenant improvements) in good order, condition, and repair (including replacement thereof within the Premises) reasonable wear and tear and damage by casualty or taking as provided in Section 6.1 excepted (provided that the foregoing does not excuse Tenant from making necessary capital repairs as required by this Lease); to maintain in good condition all lawns and planted areas and keep in good repair, clean, neat, and free of snow and ice all sidewalks, walkways, and parking and loading areas; and to make all ordinary repairs (and all capital replacements within the Premises) and to do all other work necessary for the foregoing purposes whether the same may be ordinary or extraordinary, foreseen or unforeseen. It is expressly understood and agreed that Landlord shall not be obligated during the Term of this Lease to make any repairs, alterations, or replacements, whether structural or otherwise, of any kind whatsoever to the Premises. Tenant also affirmatively agrees to install and to maintain a 24-hour security and alarm system within the Premises.

5.1.4 Compliance with Law. To make all repairs, alterations, additions or

replacements to the Premises required by any law or ordinance or any order or regulation of any public authority; to keep the Premises equipped with all safety equipment so required; to pay all municipal, county or state taxes assessed against Tenant's leasehold estate hereunder, or against personal property of any kind on or about the Premises; and to comply with the orders, regulations, variances, licenses and permits of or granted by governmental authorities with respect to zoning, building, fire, health, sanitation, and other codes, regulations, ordinances or laws applicable to the Premises, and the condition, use or occupancy thereof, except that Tenant may defer compliance so long as the validity of any such order, regulation, code, ordinance or law shall be contested by Tenant in good faith and by appropriate legal proceedings, if Tenant first gives Landlord appropriate assurance reasonably satisfactory to Landlord against any loss, cost or expense on account thereof, and provided such contest shall not subject Landlord to criminal penalties or civil sanctions, loss of property or material civil liability.

5.1.5 Landlord's Right to Enter. To permit Landlord and its agents to enter the Premises at reasonable times upon reasonable notice, except in the case of an emergency in which case no notice shall be required; to examine and to inspect the Premises, to perform work or maintenance on the building (provided no obligation to perform work or to maintain the Premises should hereby be implied), to show the Premises to prospective purchasers, lenders, and tenants, and, during the last six (6) months of the Term, to keep affixed in suitable places notices of availability of the Premises. For the purposes of this section, reasonable notice shall include 24 hour advance telephonic notice.

5.1.6 Personal Property at Tenant's Risk. All of the motor vehicles, furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through, or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises; shall in all cases be at the sole risk and hazard of Tenant and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, by vandalism, malicious conduct or terrorism, no part of said loss or damage is to be charged to or to be borne by Landlord. In no event shall Landlord be indemnified, held harmless, or exonerated from any liability to Tenant or to any other person for any injury, loss, damage or liability to the extent prohibited by law.

5.1.7 Payment of Landlord's Cost of Enforcement. To pay on demand Landlord's expenses, including reasonable attorneys' fees, incurred in enforcing any obligation of Tenant under this Lease or in curing any default by Tenant under this Lease or in reviewing or interpreting any request or demand made by Tenant relating to this Lease.

5.1.8 Indemnity/Damages. Tenant shall defend, with counsel approved by Landlord in its reasonable discretion, all actions, against Landlord, any partner, trustee, stockholder, officer, director, employee or beneficiary of Landlord, holders of mortgages on the Property and any other party having an interest in the Property (herein, "Indemnified Parties") with respect to, and shall pay, protect, indemnify and save harmless, to the extent permitted by law, all Indemnified Parties from and against, any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from (i) injury to or death of any person, or damage to or loss of property, on or about the Leased Premises (expressly including conduct arising from the use and operation of Tenant's business or of any motor vehicles operated on or off the Premises), or connected with the use, condition or occupancy of any thereof except as provided in Mass. Gen. L. c. 186, §15, (ii) any act, fault, omission, breach, or other misconduct of

Tenant or its agents, employees, contractors, licensees, sublessees, customers or invitees, (iii) construction and/or improvements built or performed by Tenant or its agents, servants, guests, invitees, employees or contractors on the Premises, or (iii) any contest initiated by Tenant or otherwise involving this Lease or the Premises. Notwithstanding anything to the contrary in this Lease, in no event whatsoever shall Landlord be responsible for indirect, incidental or consequential damages.

**5.1.9                    Yield Up.** At the expiration of the Term or earlier termination of this Lease: to surrender all keys and/or alarm codes to the Premises, to remove all furnishings, trade fixtures, equipment and other personal property now or hereafter located in the Premises, which (except for trade fixtures) are not affixed to the Leased Premises. Any property not so removed after fourteen (14) days of expiration of the Term or the termination of this Lease shall be deemed abandoned and may be retained by Landlord or may be removed and disposed of by Landlord in such manner as Landlord shall determine and Tenant shall pay Landlord the entire cost and expense incurred by Landlord in effecting such removal and disposition and in making any incidental repairs and replacements to the Premises. For each day after fourteen (14) days after the expiration of the Term or the earlier termination of this Lease, and prior to Tenant's performance of its obligation to remove all furnishings, fixtures, equipment, and personal property from the Premises under this Section 5.1.9, Tenant shall pay to Landlord, for use and occupancy, an amount equal to the Fixed Rent in effect at the termination of the Lease computed on a daily basis, together with a sum equal to all Additional Rent which would have been payable with respect to each such day if this Lease were still in effect.

**5.1.10                    Estoppel Certificate.** Upon not less than fifteen (15) days' prior notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing, addressed to such party as Landlord shall designate in its notice to Tenant, certifying that this Lease is unmodified and in full force and effect and that, to the best knowledge of Tenant, Tenant has no defenses, offsets or counterclaims against its obligations to pay the Fixed Rent and Additional Rent and any other charges and to perform its other covenants under this Lease (or, if there have been any modifications that the same is in full force and effect as modified and stating the modifications and, if there are any defenses, offsets or counterclaims, setting them forth in reasonable detail), the dates to which the Fixed Rent and Additional Rent and other charges have been paid and a statement that, to the best of Tenant's knowledge, Landlord is not in default hereunder (or if in default, the nature of such default, in reasonable detail). Any such statement delivered pursuant to this Section 5.1.10 may be relied upon by any prospective purchaser or mortgagee of the Premises, or any prospective assignee of any such mortgagee. Landlord agrees to furnish Tenant with estoppel certificates as to its interest under this Lease in accordance with the foregoing terms and conditions.

**5.2                    Negative Covenants.** Tenant covenants at all times during the Term and for such further time as Tenant occupies the Premises or any part thereof:

**5.2.1                    Assignment and Subletting.** Not to assign, transfer, mortgage or pledge this Lease or to grant a security interest in Tenant's rights hereunder, or to sublease (which term shall be deemed to include the granting of concessions and licenses and the like) or permit anyone other than Tenant to occupy all or any part of the Leased Premises or suffer or permit this Lease or the leasehold interest hereby created or any other rights arising under this Lease to be assigned, transferred or encumbered, in whole or in part, whether voluntarily, involuntarily, by operation of law or change in corporate control; except in all such cases with the prior written approval of Landlord, which may be withheld in the sole discretion of the Landlord, of the proposed subtenant, assignee or mortgage holder as described in Section 5.2.1.

For the purposes of this Section 5.2.1, a transfer in the aggregate in any one year of ten (10%)

percent or more of the ownership or controlling interest in the Tenant (whether stock, partnership interest or other form of ownership or control) by any person or persons having an interest in ownership or control of Tenant (except transfer for reasonable estate planning purposes with prior written notice to Landlord) shall be deemed an assignment of this Lease.

Any attempted assignment, transfer, mortgage, pledge, grant of security interest, sublease or other encumbrance, except as permitted by this Section 5.2.1, shall be void. No assignment, transfer, mortgage, grant of security interest, sublease or other encumbrance, whether or not approved, and no indulgence granted by Landlord to any assignee, sublessee or occupant shall in any way impair Tenant's continuing primary liability (which after an assignment or subletting shall be joint and several with the assignee or sublessee) hereunder, and no approval in a particular instance shall be deemed to be a waiver of the obligation to obtain Landlord's approval in any other case.

#### ARTICLE VI Casualty or Taking

6.1 Termination. Tenant may terminate this Lease upon sixty (60) days' prior written notice to Landlord in the event of a casualty which results in damage that cannot be restored in compliance with applicable laws within nine (9) months after the date thereof, or in the event of a taking of a substantial portion of the Premises, which "substantial portion" shall be defined as at least twenty five percent (25%) of the Premises, such election to be made within sixty (60) days after the casualty or taking. In the event of a casualty leading to a termination, the Tenant shall restore the Premises, including the buildings and structures as applicable, as more fully described in Section 6.2, to their condition prior to the casualty and any remaining casualty insurance proceeds shall be payable to Landlord. In the event of a taking leading to termination, Landlord shall be under no obligation to restore and any award for the taking shall be retained solely by Landlord (except for any award in respect of Tenant's personal property, equipment, or moving expenses provided such payment or award does not reduce the payment or award to Landlord).

6.2 Restoration. If this Lease is not terminated in accordance with Section 6.1, this Lease shall continue in full force and effect. In the case of casualty, rent hereunder shall not abate, and the damage to the Premises shall be promptly repaired and restored to at least as good a condition as existed immediately prior to the casualty by Tenant at its sole expense, provided that all insurance proceeds shall be paid to Tenant as the restoration work progresses, based upon requisitions submitted by Tenant and any customary and reasonable construction funding requirements imposed by Landlord's first mortgagee or any leasehold mortgagee, if any. In no event shall Tenant be obligated to so restore and repair if insurance proceeds are not made available to Tenant for such purpose, through no fault of Tenant. If the insurance proceeds are insufficient to complete the restoration, Tenant shall complete the restoration with its own funds. In the case of a partial taking, the rent payable under this Lease ascribable to the taken portion of the Premises shall be abated and, if a partial restoration is feasible, Landlord shall make that portion of the award allocable to the restoration available to Tenant for restoration and Landlord shall not otherwise be responsible for additional funds to restore.

6.3 Eminent Domain Award. Irrespective of the form in which recovery may be had by law, all rights to damages or compensation shall belong to Landlord in all cases. Tenant hereby grants to Landlord all of Tenant's rights to such damages and covenants to deliver such further assignments thereof as Landlord may from time to time request. Tenant may separately pursue an award for its personal property, equipment, and moving expenses provided such award would not reduce the award to Landlord.

6.4 Landlord's Insurance. The Landlord shall maintain during the term of this Lease, and the Tenant shall pay the Tenant's Percentage Share, to be paid as Additional Rent, fire and extended coverage casualty insurance covering the Building (and any other buildings and improvements now or hereafter located on or appurtenant to the Property) against loss or damage by fire and other similar hazards, including all such risks as are now or hereafter included in either an extended coverage endorsement or in "all risk" policies as required to be insured against by any Mortgagee. The amounts shall otherwise be reasonably determined by Landlord. The fact that Tenant is required to pay the Tenant's Percentage Share for the policies of insurance required by this Section 6.4 shall not be construed to diminish in any way the indemnities by Tenant pursuant to this Lease; provided, however, that such indemnities shall in no way be deemed to redound to the benefit of, or to give any right of any nature whatsoever to, the insurers under such policies.

## ARTICLE VII

### Defaults

#### 7.1 Events of Default. As to the Tenant:

- (a) If Tenant shall default in the performance of any of its obligations: (i) to pay the Fixed Rent or Additional Rent hereunder and the failure continues for 10 days after written notice thereof; or (ii) if within thirty (30) days after notice from Landlord to Tenant specifying any other default or defaults, Tenant has not cured the same, or if the same is not capable of cure within such period, or if Tenant has not commenced diligently to correct the default or defaults so specified, or has not thereafter diligently pursued such correction to completion; or
- (b) if a receiver, trustee, custodian, guardian, liquidator or similar agent is appointed with respect to Tenant or any Guarantor, or if any such person or a mortgagee, secured party or other creditor of Tenant takes possession of the Premises or of any substantial part of the property of Tenant or of any Guarantor, and, in either case, if such appointment or taking of possession is not terminated within thirty (30) days after it first occurs; or
- (c) If a petition is filed by or with the consent of Tenant or of any Guarantor under any federal or state law concerning bankruptcy, insolvency, reorganization, arrangement, or relief from creditors; or
- (d) if a petition is filed against Tenant or against any Guarantor under any federal or state law concerning bankruptcy, insolvency, reorganization, arrangement, or relief from creditors, and such petition is not dismissed within sixty (60) days thereafter; or
- (e) If Tenant or any Guarantor which is a corporation dissolves or is dissolved or liquidates or adopts any plan or commences any proceeding, the result of which is intended to include dissolution or liquidation.

Then, and in any of such cases, Landlord, and its lawful agents or representatives, may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter and without demand or notice and with or without process of law enter into and upon the Premises or any part thereof or mail a notice of termination addressed to Tenant, and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove its and 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 prior breach of covenant, and upon such entry or mailing as aforesaid this Lease shall terminate. Tenant hereby waiving all statutory rights (including,



without limitation, rights of redemption, if any, to the extent such rights may be lawfully waived) and Landlord, without notice to Tenant, may store Tenant's effects, and those of any person claiming through or under Tenant at the expense and risk of Tenant. If Landlord so elects, Landlord may sell such effects at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance, if any, to Tenant.

**7.2 Remedies.** In the event that this Lease is terminated under any of the provisions contained in Section 7.1 or shall be otherwise terminated for Tenant's breach of any obligation, Tenant covenants to pay forthwith to Landlord on demand all past due Annual Fixed Rent and Additional Rent, all costs of reletting the Premises and any deficiency arising from the reletting or failure to relet the Premises. Landlord shall not be responsible or liable for the failure to relet all or any part of the Premises or for the failure to collect any rent. Tenant further covenants as additional and cumulative obligations after any such termination to pay punctually to Landlord all the sums and to perform all the obligations which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the next preceding sentence, Tenant shall be credited with the portion of any amount paid to Landlord as compensation as in this Section 7.2 provided, allocable to the corresponding portion of the Term and also with the net proceeds of any rent obtained by Landlord by reletting the Premises, after, deducting all Landlord's reasonable expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services and expenses of preparing the Premises for such reletting, it being agreed by Tenant that Landlord may (a) relet the Premises or any part or parts thereof, for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term and may grant such concessions and free rent as Landlord in its reasonable judgment considers advisable or necessary to relet the same, (b) make such alterations, repairs and decorations in the Premises as Landlord in its reasonable judgment considers advisable or necessary to relet the same, and (c) keep the Premises vacant unless and until Landlord is able to rent the Premises to a Tenant which is financially responsible on reasonable terms. No action of Landlord in accordance with the foregoing shall operate or be construed to release or reduce Tenant's liability as aforesaid.

Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to provide for and obtain in proceedings under any federal or state law relating to bankruptcy or insolvency or reorganization or arrangement, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater than the amount of the loss or damages referred to above.

**7.3 Remedies Cumulative.** Any and all rights and remedies which Landlord or Tenant 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.

**7.4 Landlord's Right to Cure Defaults.** Landlord may, but shall not be obligated to, cure, at any time, following ten (10) days prior notice to Tenant, and except in cases of emergency when no notice shall be required, any default by Tenant under this Lease; and whenever Landlord so elects, all costs and expenses incurred by Landlord, including reasonable attorneys' fees, in curing a default shall be paid by Tenant to Landlord as Additional Rent on demand, together with interest thereon at the rate provided for in Section 4.3 from the date of payment by Landlord to the date of payment by Tenant.

7.5 Effect of Waivers of Default. Any consent or permission by Landlord or Tenant to any act or omission, which otherwise would be a breach of any covenant or condition herein, or any waiver by Landlord or Tenant, as the case may be, of the breach of any covenant or condition herein, shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein, or otherwise, except as to that the specific instance will operate to permit similar acts or omissions.

The failure of Landlord or Tenant to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this Lease shall not be deemed to be a waiver of such breach by Landlord, or by Tenant, unless such waiver is in writing signed by the party to be charged. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

7.6 No Accord and Satisfaction. No acceptance by Landlord of a lesser sum than the Fixed Rent, Additional Rent or any other charge then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, unless Landlord elects by notice to Tenant to credit such sum against the most recent installment 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 a waiver, an agreement or an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided.

#### ARTICLE VIII Mortgages

Any mortgage or other voluntary lien or other encumbrance of Landlord recorded subsequent to the recording of the notice or short form referred to in Section 9.3 shall be superior to this Lease, which shall be subject and subordinate to such mortgage or lien, provided, that Landlord and the holder of any such subsequent mortgage and the holders of all mortgages prior to such subsequent mortgage will enter into an agreement between the holder of such subsequent mortgage and Tenant, consented to by holders of all mortgages having priority over such subsequent mortgage, by the terms of which such holder will agree to recognize the rights of Tenant under this Lease (expressly including Tenant's right to insurance proceeds and eminent domain awards) and to accept Tenant as tenant of the Premises under the terms and conditions of this Lease in the event of acquisition of title by such holder through foreclosure proceedings or otherwise and Tenant will agree to recognize the holder of such subsequent mortgage as Landlord in such event, which agreement shall be made expressly to bind and inure to and of such holder and upon anyone purchasing said Premises at any foreclosure sale brought by such holder and any affiliate of such holder acquiring an interest by deed in lieu of foreclosure. Tenant and Landlord agree to execute and deliver any reasonable, appropriate instruments necessary to carry out the agreements contained in this Section 8. Any such subsequent mortgage to which this Lease is subordinated may contain such terms, provisions and conditions as the holder deems usual or customary, subject to the express provisions of this Lease.

ARTICLE IX  
Miscellaneous Provisions

9.1 Notices from One Party to the Other. All notices required or permitted hereunder shall be in writing and addressed, if to the Tenant, at the address set forth in Section 1.1 above, or such other address as Tenant shall have last designated by notice in writing to Landlord and, if to Landlord, at the address of Landlord or such other address as Landlord shall have last designated by notice in writing to Tenant. Any notice shall be deemed duly given when deposited in the U.S. Mail, mailed to such address postage prepaid, registered or certified mail, return receipt requested, when deposited with a recognized overnight courier service, or when delivered to such address by hand with receipt acknowledged or the following business day after sent by electronic mail.

9.2 Quiet Enjoyment Landlord agrees that upon Tenant paying the rent and performing and observing the terms, covenants, conditions and provisions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises during the Term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Lease.

9.3 Lease Not to be Recorded. Tenant agrees that it will not record this Lease. Both parties shall, upon the request of either, execute and deliver a notice or short form of this Lease in such form, if any, as may be permitted by applicable statute. If this Lease is terminated before the Term expires the parties shall execute, deliver and record an instrument acknowledging such fact and the actual date of termination of this Lease, and Tenant hereby appoints Landlord its attorney-in-fact, coupled with an interest, with full power of substitution to execute such instrument.

9.4 Bind and Inure; Limitation of Landlord's Liability. The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No owner of the Premises shall be liable under this Lease except for breaches of Landlord's obligations occurring while owner of the Premises. The obligations of Landlord shall be binding upon the assets of Landlord which comprise the Premises but not upon other assets of Landlord. No individual partner, trustee, stockholder, officer, director, employee or beneficiary of Landlord shall be personally liable under this Lease and Tenant shall look solely to Landlord's interest in the Premises in pursuit of its remedies upon an event of default hereunder, and the general assets of Landlord and of the individual partners, trustees, stockholders, officers, employees or beneficiaries of Landlord shall not be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of Tenant.

9.5 Landlord's Default. Landlord shall not be deemed to be in default in the performance of any of its obligations hereunder unless it shall fail to perform such obligations and such failure shall continue for a period of thirty (30) days following receipt of written notice from Tenant or such additional time as is reasonably required to correct any such default after notice has been given by Tenant to Landlord specifying the nature of Landlord's alleged default. Landlord shall not be liable in any event for consequential damages to Tenant by reason of any default by Landlord hereunder, whether or not Landlord is notified that such damages may occur. Notwithstanding anything in this Lease to the contrary, any liability of Landlord shall be expressly limited to the value of the building containing the Premises and shall not for any reason be construed as to provide for personal liability of any officer, director, shareholder, trustee, beneficiary, employee, attorney or agent of the Landlord.

9.6 Brokerage. Landlord and Tenant each warrant and represent that it has had no dealings with any broker or agent in connection with this Lease, and covenant to defend with counsel approved by the indemnified party, hold harmless and indemnify the other party from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any other broker or agent with respect to its dealings in connection with this Lease or the negotiation thereof.

9.7 Applicable Law and Construction.

9.7.1 Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances shall be declared invalid, or unenforceable by the final ruling of a court of competent jurisdiction having final review, the remaining terms, covenants, conditions and provisions of this Lease and their application to persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable provision, there shall be substituted a like, but valid and enforceable provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties. Both parties consent to the jurisdiction of the state and federal courts of the Commonwealth of Massachusetts for adjudication of any matters relating to this Lease or the Premises and assent to Massachusetts as the appropriate venue for such matters.

9.7.2 No Other Agreement. There are no oral or written agreements between Landlord and Tenant affecting this Lease. This Lease may be amended, and the provisions hereof may be waived or modified, only by instruments in writing executed by Landlord and Tenant.

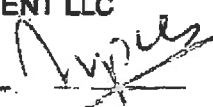
9.7.3 No Representations by Landlord; Rule of Independent Covenants. Neither Landlord nor any agent of Landlord has made any representations or promises with respect to the Premises except as herein expressly set forth, and no rights, privileges, easements or licenses are granted to Tenant except as herein expressly set forth. The parties to this Lease hereby adopt the common law rule of independent covenants for this Lease. Under no circumstances shall Tenant have the right to terminate the Lease or abate rent, absent an express provision contained in this Lease or in the event of a constructive eviction.

9.8 Submission Not an Offer. The submission of a draft of this Lease or a summary of some or all of its provisions does not constitute an offer to lease or demise the Premises, it being understood and agreed that neither Landlord nor Tenant shall be legally bound with respect to the leasing of the Premises unless and until this Lease has been executed by both Landlord and Tenant and a fully executed copy delivered.

[Signatures appear on the following page]

WITNESS the execution hereof under seal as of the 11th day of April,  
2023.

LANDLORD:  
MIDDLETON MANAGEMENT LLC

  
By: MUKESH PATEL  
Its: Manager  
Duly Authorized

TENANT:  
JU, Inc.

By: DHARMESH PATEL  
Its: President and Treasurer  
Duly Authorized

WITNESS the execution hereof under seal as of the 11 day of April <sup>2023</sup>  
2023.

**LANDLORD:**  
MIDDLETON MANAGEMENT LLC

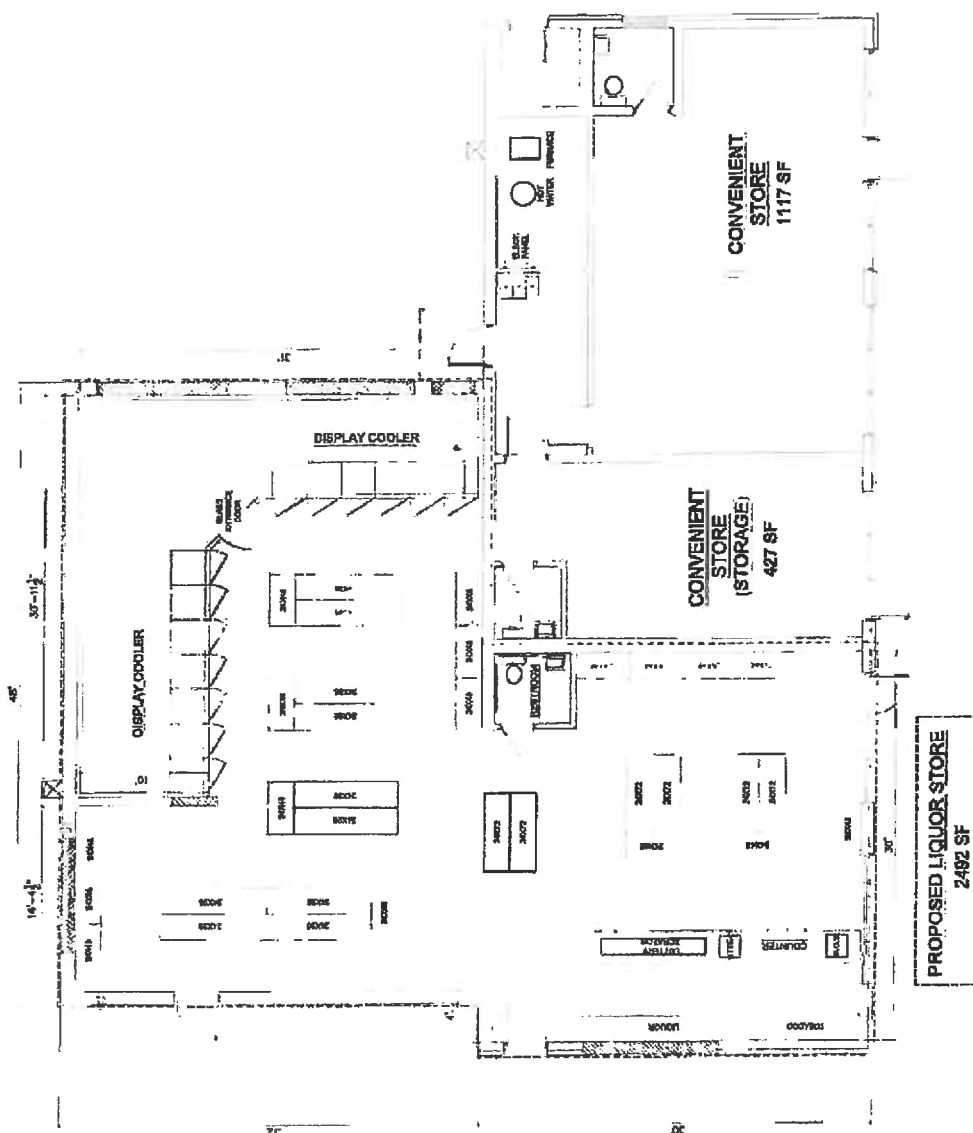
\_\_\_\_\_  
By: MUKESH PATEL  
Its: Manager  
Duly Authorized

**TENANT:**  
JU, Inc.

Dharmesh D. Patel  
By: DHARMESH PATEL  
Its: President and Treasurer  
Duly Authorized

EXHIBIT A  
Floor Plan

## A1.1



**PROPOSED FLOOR PLAN**  
SCALE: 1/4"=1'-0" (24X36)

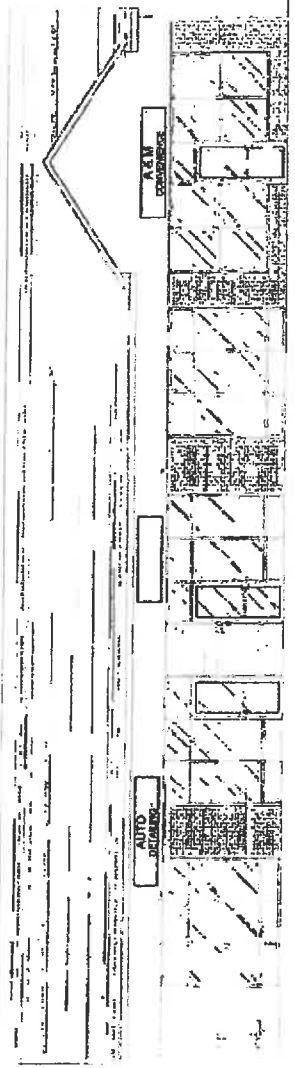


J.P.L. CONSULTING  
ARCHITECTURAL PLANNING AND DESIGN  
216 LYNN ROAD, SUITE 100  
MIDDLETON MA 01949  
(978) 389-0551  
jpl@jplconsulting.com

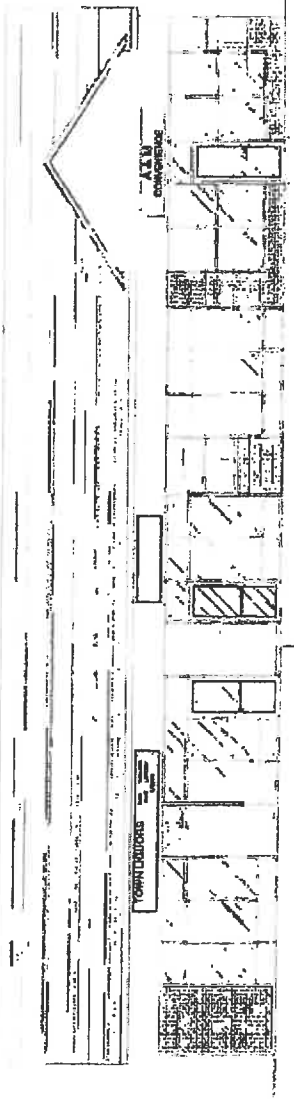
MIDDLETON MANAGEMENT, LLC  
MAPLE STREET SERVICE  
223 MAPLE STREET  
MIDDLETON MA 01949

ELEVATIONS

A2.0



**EXISTING FRONT**  
SCALE: 1/4"=1'-0" (24X36)



**PROPOSED FRONT**  
SCALE: 1/4"=1'-0" (24X36)



FIRST AMENDMENT TO  
ABSOLUTE NET LEASE  
by and between  
MIDDLETON MANAGEMENT LLC  
and  
JU, INC.

THIS FIRST AMENDMENT TO ABSOLUTE NET LEASE (this "Amendment") is entered into by and between MIDDLETON MANAGEMENT LLC ("Landlord"), a Massachusetts limited liability company, and JU, INC. ("Tenant"), a Massachusetts corporation and is effective as of February 1, 2025 (the "Amendment Date").

**RECITALS**

- A. Landlord and Tenant entered into that certain Absolute Net Lease dated April 11, 2023 (the "Lease"), pursuant to which Tenant leases from Landlord that certain premises consisting of approximately 2,492 SF square feet (the "Original Premises") of the building (the "Building") located at 223 Maple Street, Middleton, MA 01949 as more particularly set forth in the Lease (the "Property").
- B. Tenant has requested and Landlord has agreed to construct a 584 square foot addition (the "Addition") to the Building and to make other alterations to the Original Premises for the purpose of accommodating the installation of a 1,069 square foot cooler upon and subject to the terms and conditions set forth in this Amendment.

**AGREEMENT**

Landlord and Tenant agree as follows:

1. **Exhibits.** The parties hereby acknowledge and agree that from and after the Amendment Date, Exhibit A depicting the Floor Plan of the Premises shall be deleted in its entirety and shall be replaced with the amended Exhibit A that is attached hereto and made a part hereof. Such Floor Plan has been amended to include the Addition.
2. **Capitalized Terms.** All capitalized terms used in this Amendment have the same meaning as is given such terms in the Lease unless expressly superseded by the terms of this Amendment.
  - a. The parties hereby acknowledge and agree that from and after the Amendment Date, the definition of Premises set forth under Section 1.1 is hereby deleted in its entirety and the following definition is substituted in its place:

"Premises" The leasable space consisting of approximately 3,076 SF located in the front left portion of the Building and the entire rear portion of the Building (including the 584 SF addition), including the right to use, in common with the other tenants of the Property, the parking spaces located on the Property as shown on the plan attached hereto as Exhibit B.

b. The parties hereby acknowledge and agree that from and after the Amendment Date, Annual Fixed Rent included on the schedule set forth under Section 1.1 is hereby deleted in its entirety and the updated table attached hereto as Exhibit C is substituted in its place.

3. **Addition.** Landlord shall be responsible for all direct and indirect costs associated with the design, permitting and construction of the Construction of the Addition. Following construction, The Addition will become part of the Premises and thereafter, Tenant shall be responsible for all operating costs and taxes associated with the Premises, which shall include the Addition.

4. **Ratification; Conflicts.** Except as expressly provided in this Amendment, all provisions of the Lease remain in full force and effect, and Landlord and Tenant hereby ratify and confirm each and every provision thereof. In the event of any conflict between this Amendment and the Lease, this Amendment will control.

5. **Counterparts; Electronic Signatures.** Landlord or Tenant may deliver executed signature pages to this Amendment by electronic means to the other party, and the electronic copy will be deemed to be effective as an original. This Amendment may be executed in any number of counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page.

6. **Incorporation by Reference; Entire Agreement.** This Amendment and any attached schedules and exhibits are incorporated into and made a part of the Lease by this reference, and all references to the Lease hereafter include this Amendment. This Amendment constitutes the complete agreement of Landlord and Tenant with respect to the subject matter hereof.

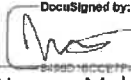
[Signatures appear on the following page]

Tenant and Landlord have executed this Amendment as of the Amendment Date.

**LANDLORD:**

**MIDDLETON MANAGEMENT LLC**

a Massachusetts limited liability company


By:   
Name: Mukesh Patel  
Title: Manager

Date Signed: 2/18/2025

**TENANT:**

JU, Inc.

a Massachusetts corporation

By:   
Name: Dharmesh Patel  
Title: President and Treasurer

Date Signed: 2/18/2025

EXHIBIT A – FLOOR PLAN

**OVERALL CONDITIONS:**

BOX HEIGHT: 8'-6" (102")  
CEILING: CAMLOCK  
FLOOR: NONE  
C - COOLER

SLOPED ROOFCAP →  
(6) - 4' LIGHT FIXTURE

**PANEL CONSTRUCTION:**

EXTERIOR FINISH: BLACK  
INTERIOR FINISH: WHITE  
FOAM TYPE: 4"-XPS GWP  
MULTISPAN - SUPPORTED CEILING

**SRC DOORS CALLOUTS:**

D1 - (1) 36" x 78" INSWING - COOLER  
W/LOCKBAR

ALL SRC SWING DOORS (B) ARE APPROVED WITH CLOSURE

**NET OPENINGS:**

**GLASS:**

G1 - 1 SET OF 5, 1 SET OF 6  
(11) 30" X 79" M/T GLASS DISPLAY DOORS  
27" EPOXY COATED WIRE SHELVES  
ANTHONY MODEL #101 - 6" SILLS

G2 - 1 SET OF 6

(6) 30" X 79" M/T GLASS DISPLAY DOORS  
36" EPOXY COATED WIRE SHELVES  
ANTHONY MODEL #101 - 6" SILLS

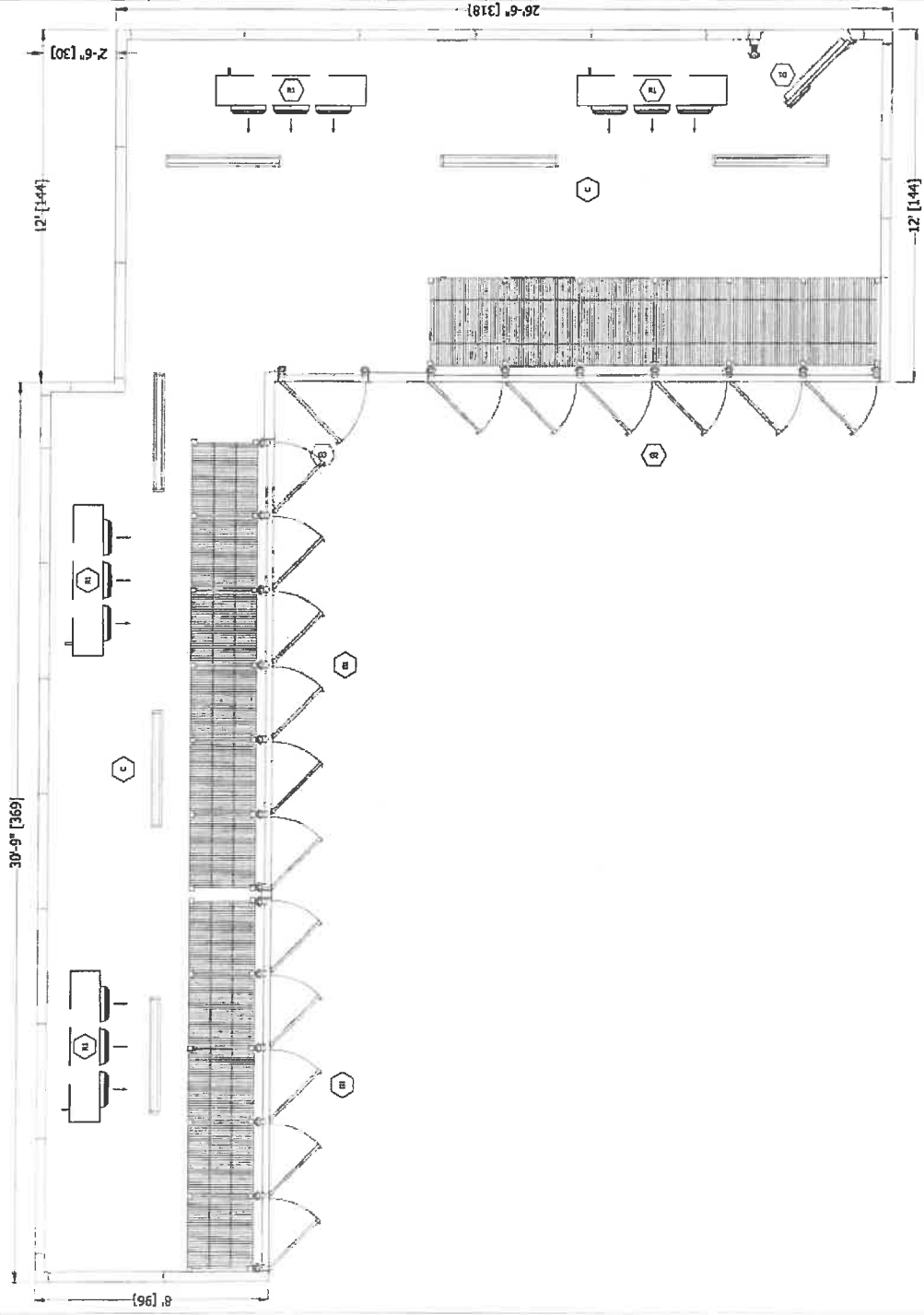
G3 - 1 SET OF 1

(1) 36" X 81" M/T GLASS ENTRANCE DOOR  
ANTHONY MODEL #103

\*TRIM KIT INCLUDED FOR ALL ANTHONY DOORS

**REFRIGERATION:**

R1 - 4.0 HP - CONDENSING UNIT  
MED TEMP OUTDOOR RM400-2-PR



**CONTRACTOR GENERAL NOTES:**

CONTRACTOR IS RESPONSIBLE TO ENSURE ALL WORK CONFORMS WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS, CODES AND REGULATIONS.  
CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS PRIOR TO SIGNING SALES AGREEMENT.  
CONTRACTOR IS RESPONSIBLE FOR ALL STRUCTURAL SUPPORT INCLUDING MULTISPAN CEILING SUPPORT.  
CONTRACTOR IS RESPONSIBLE FOR FOLLOWING WALK-IN INSTALLATION INSTRUCTIONS THAT HAVE BEEN PROVIDED.  
ALL DIMENSIONS ARE TO FINISH FACE OF MATERIAL UNLESS OTHERWISE SPECIFIED.

**CUSTOMER:**

MIDDLETON WINE & SPIRITS

BY SIGNING THIS DRAWING CUSTOMER AGREES THAT THIS DRAWING AND RELATED INFORMATION WILL BE BUILT TO THE SPECIFICATIONS PROVIDED.

CUSTOMER SIGNATURE:

X

DATE:

UNITS: INCH

DO NOT  
SCALE  
DRAWING

**SRC**  
WALK-IN COOLERS  
SALES ASSOCIATE  
DATE DRAWN  
11/26/24  
DESIGN BY:  
ALEX  
JOB NUMBER:  
117344

**MOTOR CITY**  
GROWERS  
1910 1<sup>ST</sup> INTERNATIONAL DESIGN  
800.333.3390  
WWW.MOTORCITYGROWERS.COM

REVISION:  
1

EXHIBIT C – FIXED RENT TABLE



### ATTACHMENT 3C. OCCUPANCY OF PREMISES - RENT TABLE

Lease Term	Annual Fixed Rent	Monthly Fixed Rent
<b>Initial Term</b>		
June 1, 2023 - May 31, 2023	\$ 72,000.00	\$ 6,000.00
June 1, 2023 - May 31, 2024	\$ 74,160.00	\$ 6,180.00
June 1, 2024 - May 31, 2025	\$ 76,384.80	\$ 6,365.40
June 1, 2025 - May 31, 2026*	\$ 82,610.16	\$ 6,884.18
June 1, 2026 - May 31, 2027	\$ 85,088.47	\$ 7,090.71
June 1, 2027 - May 31, 2028	\$ 87,641.12	\$ 7,303.43
June 1, 2028 - May 31, 2029	\$ 90,270.35	\$ 7,522.53
June 1, 2029 - May 31, 2030	\$ 92,978.46	\$ 7,748.21
June 1, 2030 - May 31, 2031	\$ 95,767.82	\$ 7,980.65
June 1, 2031 - May 31, 2032	\$ 98,640.85	\$ 8,220.07
June 1, 2032 - May 31, 2033	\$ 101,600.08	\$ 8,466.67
June 1, 2033 - May 31, 2034	\$ 104,648.08	\$ 8,720.67
June 1, 2034 - May 31, 2035	\$ 107,787.52	\$ 8,982.29
June 1, 2035 - May 31, 2036	\$ 111,021.15	\$ 9,251.76
June 1, 2036 - May 31, 2037	\$ 114,351.78	\$ 9,529.32

*\* Includes Cooler*

<b>Extended Term</b>	Fair Market Value	Fair Market Value
----------------------	-------------------	-------------------

EXHIBIT B – SITE PLAN

**OVERALL CONDITIONS:**

BOX HEIGHT: 8'-6" (102")  
CEILING: CAMLOCK  
FLOOR: NONE  
C - COOLER

SLOPED ROOFCAP →  
(6) - 4' LIGHT FIXTURE

**PANEL CONSTRUCTION:**

EXTERIOR FINISH: BLACK  
INTERIOR FINISH: WHITE  
FOAM TYPE: 4"-XPS GWP  
MULTISPAN - SUPPORTED CEILING

**SRC DOORS CALLOUTS:**

D1 - (1) 36" X 78" INSWING - COOLER  
W/LOCKBAR

\* ALL SRC SWING DOORS (B) ARE APPROVED WITH CLOSURE

**NET OPENINGS:**

**GLASS:**

G1 - 1 SET OF 5, 1 SET OF 6  
(11) 30" X 79" M/T GLASS DISPLAY DOORS  
27" EPOXY COATED WIRE SHELVES  
ANTHONY MODEL #101 - 6" SILLS

G2 - 1 SET OF 6

(6) 30" X 79" M/T GLASS DISPLAY DOORS  
36" EPOXY COATED WIRE SHELVES  
ANTHONY MODEL #101 - 6" SILLS

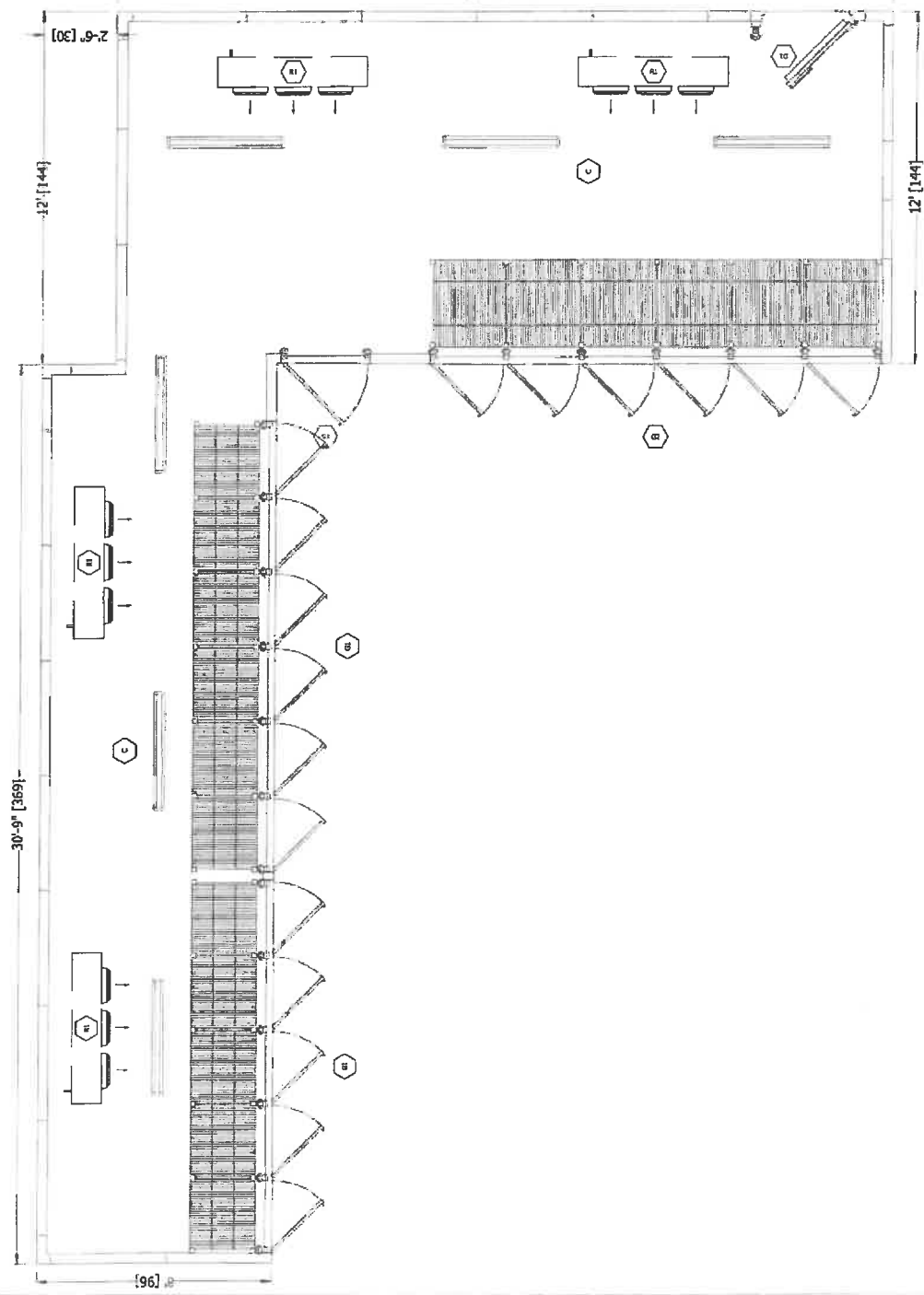
G3 - 1 SET OF 1

(1) 36" X 81" M/T GLASS ENTRANCE DOOR  
ANTHONY MODEL #103

\*TRIM KIT INCLUDED FOR ALL ANTHONY DOORS

**REFRIGERATION:**

R1 - 4.0 HP - CONDENSING UNIT  
MED TEMP OUTDOOR RM400-2-PR



**CONTRACTOR GENERAL NOTES:**

CONTRACTOR IS RESPONSIBLE TO ENSURE ALL WORK CONFORMS WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS, CODES AND REGULATIONS.  
CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS PRIOR TO SIGNING SALES AGREEMENT.  
CONTRACTOR IS RESPONSIBLE FOR ALL STRUCTURAL SUPPORT INCLUDING MULTISPAN CEILING SUPPORT.  
CONTRACTOR IS RESPONSIBLE FOR FOLLOWING WALK-IN INSTALLATION INSTRUCTIONS THAT HAVE BEEN PROVIDED.  
ALL DIMENSIONS ARE TO FINISH FACE OF MATERIAL UNLESS OTHERWISE SPECIFIED.

**CUSTOMER:**

MIDDLETON WINE & SPIRITS

BY SIGNING THIS DRAWING CUSTOMER AGREES THAT THIS DRAWING AND RELATED INFORMATION WILL BE BUILT TO THE SPECIFICATIONS PROVIDED.  
CUSTOMER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

UNITS: INCH

DO NOT  
SCALE  
DRAWING



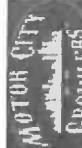
SALES ASSOCIATE: CHAD

JOB NUMBER: 117344

DATE DRAWN: 11/26/24

DESIGN ENG: ALEX

REV. ENG.



REVISION: 1



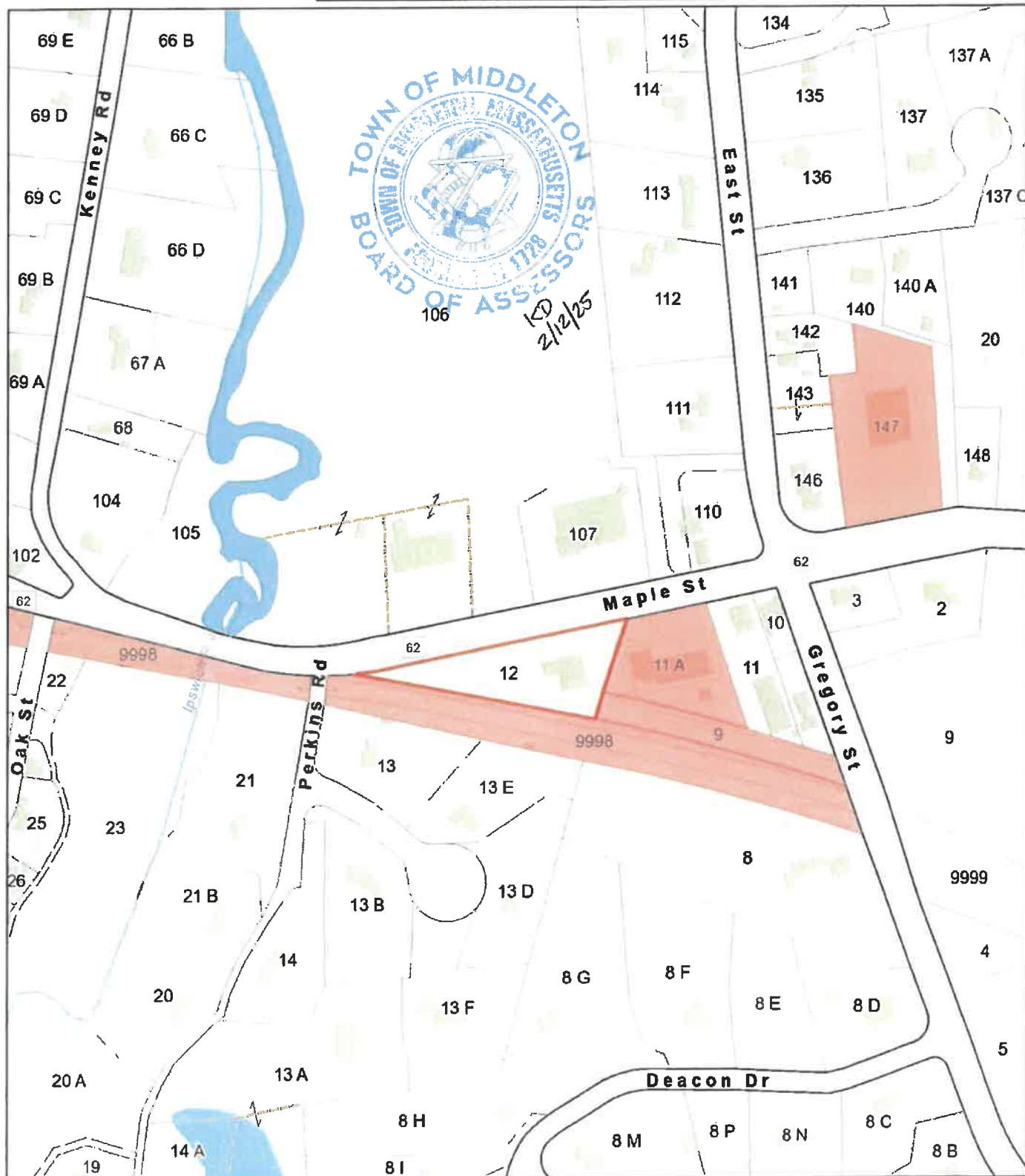
**Middleton, MA**



**CAI Technologies**  
Precision Mapping. Geospatial Solutions

[www.cai-tech.com](http://www.cai-tech.com)

February 12, 2025



Data shown on this map is provided for planning and informational purposes only. The municipality and CAJ Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



# 1 feet Abutters List Report

Middleton, MA  
February 12, 2025

## Subject Property:

Parcel Number: 0019-0000-0012  
CAMA Number: 0019-0000-0012  
Property Address: 223 MAPLE ST

Mailing Address: MIDDLETON MANAGEMENT LLC  
P O BOX 58  
MIDDLETON, MA 01949

---

## Abutters:

Parcel Number: 0019-0000-0009  
CAMA Number: 0019-0000-0009  
Property Address: GREGORY ST

Mailing Address: JOHNSON DONNA L JOHNSON JAMES  
9 OVERBROOK RD  
MIDDLETON, MA 01949

Parcel Number: 0019-0000-0011 A  
CAMA Number: 0019-0000-0011 A  
Property Address: 225 MAPLE ST

Mailing Address: BAY PROPERTY MGMT LLC  
P O BOX 1008  
MIDDLETON, MA 01949

Parcel Number: 0019-0000-0147  
CAMA Number: 0019-0000-0147  
Property Address: 244 MAPLE ST

Mailing Address: 244 MAPLE LLC % ZERASCHI RICHARD  
106 MAIN ST SUITE 6  
STONEHAM, MA 02180

Parcel Number: 0019-0000-9998  
CAMA Number: 0019-0000-9998  
Property Address: MAPLE ST

Mailing Address: MIDDLETON TOWN OF ELECTRIC LIGHT  
DIVISION  
197 NORTH MAIN ST  
MIDDLETON, MA 01949



K20  
2/12/25



[www.cai-tech.com](http://www.cai-tech.com)

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

2/12/2025

Page 1 of 1

**Town of Middleton**  
**Certified Abutters List Request Form**

This form must be completed and Assessor's fee of \$10.00 must be paid before release of the certified abutters list. The Assessors Office requires **ten (10)** working days to certify an Abutters List. This list is valid for sixty days only from date of issue. Please email request to two contacts in the Assessor's Office.

Submission Date: Wednesday, February 12, 2025 Issue Date: Wednesday, February 12, 2025

Assessors Fee Paid: ☒ Yes ☐ No

Person Requesting List: Pamela Veerman

Address of Person Requesting List: Mann & Mann PC 191 South Main St

Phone #: 978-762-6238

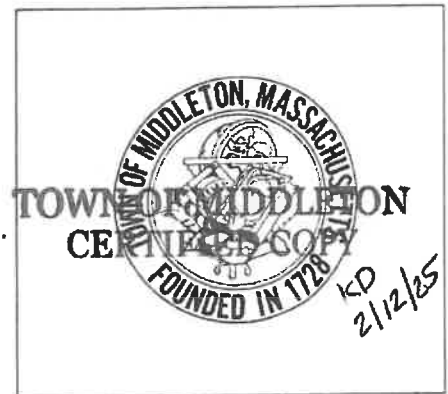
E-mail Address PAMV@MANNPC.COM

Property Owner: Middleton Management LLC

Property Location: 223 Maple Street

Assessor's Map(s) 19 Lot(s) 12

- ☐ Conservation - 100 ft.
- ☐ Planning Board (Special Permit) – 300 ft.
- ☐ Planning Board (Definitive Subdivision) Direct Abutters.
- ☐ Zoning Board of Appeals – 300 ft.
- ☒ Select Board - Direct Abutters



*Kate Jann* 2/12/2025  
Certified by Middleton Assessors

**Certification of Parties in Interest**

The Board of Assessors of the Town of Middleton do hereby certify, in accordance with the provisions of Section 10 and 11 of Chapter 808 of the Acts of 1975, that the following named persons, firms and corporations are parties in interest, as in said Section 11 defined, with respect to the premises herein above described.



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*

☐ For Reconsideration

**LICENSING AUTHORITY CERTIFICATION**

Middleton

City /Town

90660-PK-0704

ABCC License Number

**TRANSACTION TYPE (Please check all relevant transactions):**

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

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

**APPLICANT INFORMATION**

Name of Licensee	JU, Inc.	DBA	Town Liquors
Street Address	223 Maple Street		Zip Code 01949
Manager	Dharmesh D. Patel		Granted under Special Legislation? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
\$15 Package Store	Annual	All Alcoholic Beverages	If Yes, Chapter 419
Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)	of the Acts of (year) 2022

**DESCRIPTION OF PREMISES** Complete description of the licensed premises

The Premises contains approximately 3,069 SF on ground level. There is one (1) main entrance/exit and two (2) exits. The front retail sales area consists of approximately 1,068 SF with shelving, a checkout counter, restroom and janitor's closet. The Applicant is proposing to add a 584 square foot addition which will house a 1,069 SF cooler to store alcohol inventory.

**LOCAL LICENSING AUTHORITY INFORMATION**

Application filed with the LLA:	Date		Time	
Advertised	Yes <input type="checkbox"/> No <input type="checkbox"/>	Date Published	Publication	
Abutters Notified:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Date of Notice		
Date APPROVED by LLA		Decision of the LLA		
Additional remarks or conditions (E.g. Days and hours)				
For Transfers ONLY:				
Seller License Number:		Seller Name:		

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission  
Ralph Sacramone  
Executive Director



Jean M. Lorizio, Esq.  
Commission Chairman

## Commonwealth Of Massachusetts Alcoholic Beverages Control Commission

### 2025 Retail License Renewal

License Number: 00033-RS-0704

Municipality: MIDDLETON

License Name : SD Management Group LLC

License Class: Seasonal

DBA : Members Lounge

License Type: Restaurant

Premise Address: 8-10 Village Road Middleton, MA 01949

License Category: All Alcoholic Beverages

Manager: Iain George Crooks

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal
2. The renewed license is of the same class
3. The licensee has complied with all laws
4. The premises are now open for business

Signature

Printed Name

Additional Information:

Ferncroft Seasonal License  
Renewal  
\*Will need updated copies once  
manager change is submitted  
to ABCC (week of 2/4 SB  
meeting) - SB 2/3/25

Please sign this form only in the month of March and return to your Local Licensing Authority.







Jean M. Lorizio, Esq.  
Commission Chairman

**Commonwealth Of Massachusetts  
Alcoholic Beverages Control Commission**

**2025  
Retail License Renewal**

License Number: 00034-RS-0704

Municipality: MIDDLETON

License Name : SD Management Group LLC

License Class: Seasonal

DBA : Halfway House Snack Bar

License Type: Restaurant

Premise Address: 8-10 Village Road Middleton, MA 01949

License Category: All Alcoholic Beverages

Manager: Iain George Crooks

---

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

---

Signature

---

Date

---

Printed Name

---

Title

Additional Information:

**Please sign this form only in the month of March and return to your Local Licensing Authority.**

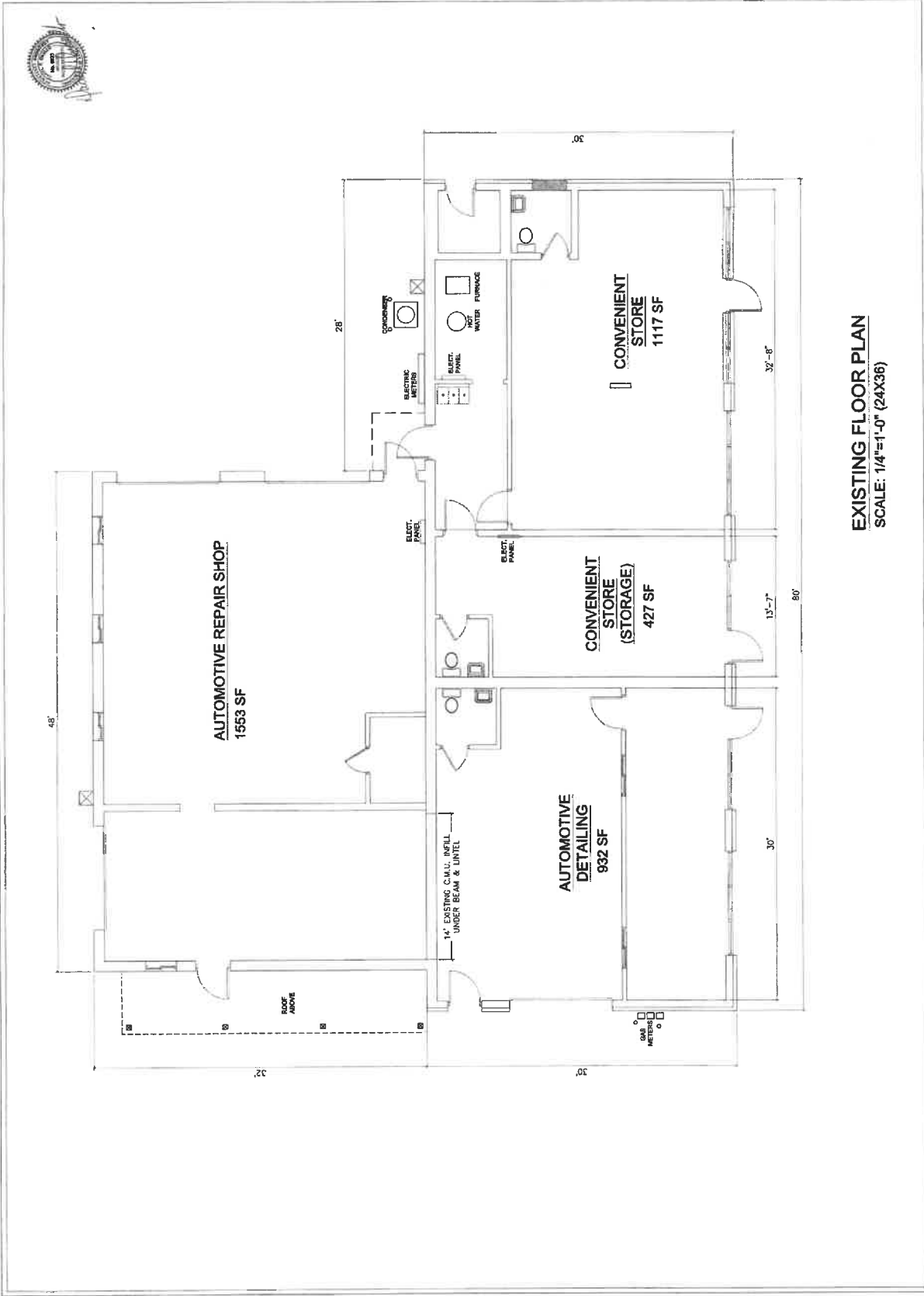


4. Transfer Retail Application

Attachment No. 4 – DESCRIPTION OF PREMISES - Business Operation

EXHIBIT D

FLOOR PLANS

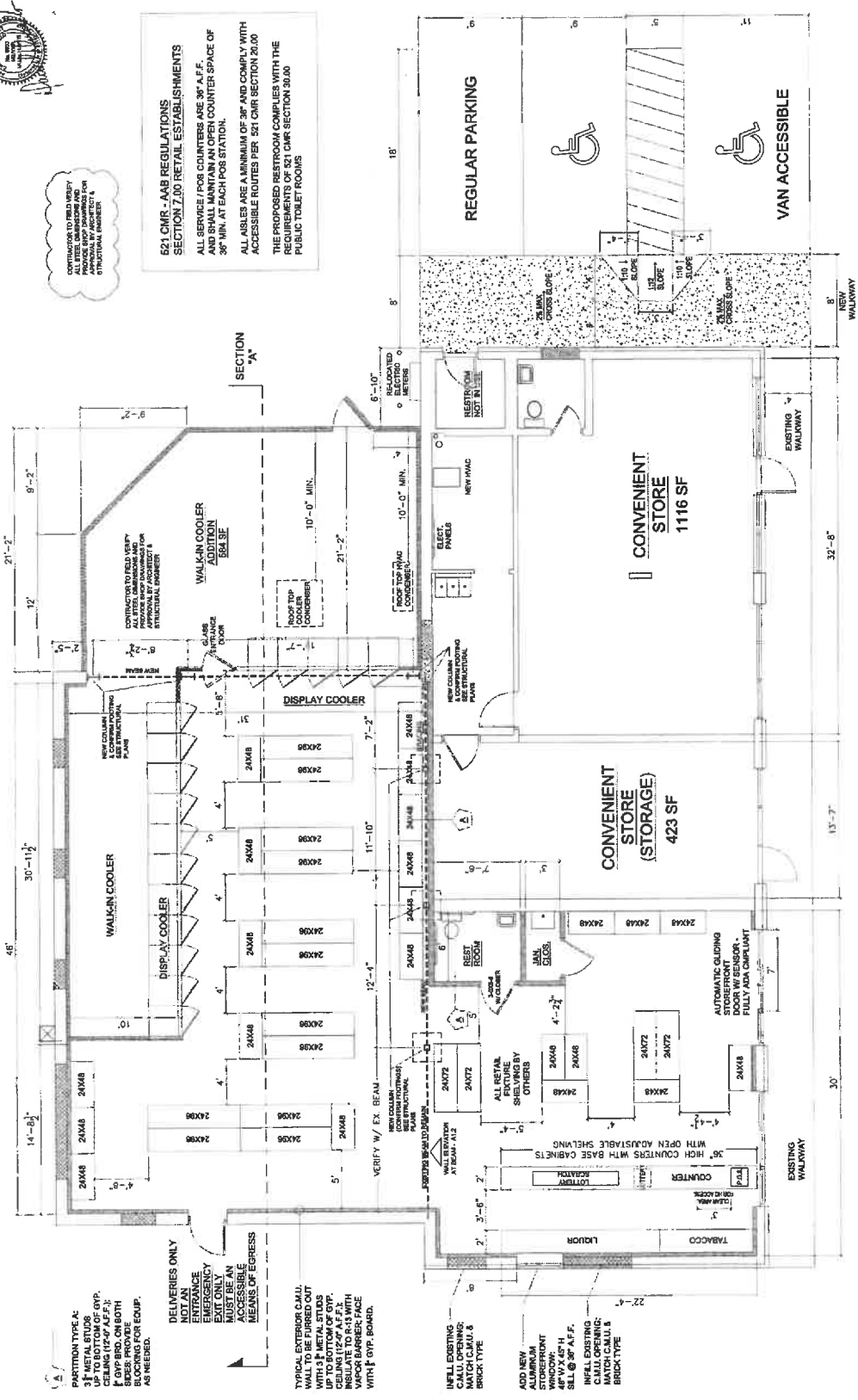




J.P.L. CONSULTING  
ARCHITECTURAL PLANNING AND DESIGN  
218 UNDA ROAD BLOOMINGTON MA 01850  
(417) 889-0091  
JOHN@JPLCONSULTING.COM

PROJECT  
PROPOSED LIQUOR STORE  
MIDDLETON MANAGEMENT, LLC  
MAPLE STREET SERVICE  
223 MAPLE STREET  
MIDDLETON MA 01949  
DATE: 08/15/2024  
SCALE: AS NOTED

A1.1  
Sheet



PROPOSED FLOOR PLAN  
BUILDING TOTAL 4,555 SF  
SCALE: 1/4"=1'-0" (24X36)

PROPOSED LIQUOR STORE  
2,532 SF + 584 SF WALK-IN COOLER  
TOTAL: 3,116 SF

PARTITION TYPE A:  
WALL TO BE TURNED OUT  
UP TO BOTTOM OF GYP.  
F. GYP BRD. ON BOTH  
SIDES FOR EQUIP.  
AS NEEDED.

DELIVERIES ONLY  
NOT AN  
EMERGENCY  
EXIT ONLY  
MUST BE AN  
ACCESSIBLE  
MEANS OF EGRESS

TYPICAL EXTERIOR C.M.U.  
WALL TO BE TURNED OUT  
UP TO BOTTOM OF GYP.  
CEILING (12" GYP BRD.)  
WALL TO BE TURNED OUT  
UP TO BOTTOM OF GYP.  
WALL TO BE TURNED OUT  
UP TO BOTTOM OF GYP.  
WALL TO BE TURNED OUT  
UP TO BOTTOM OF GYP.

INFILL EXISTING  
WALL TO BE TURNED OUT  
UP TO BOTTOM OF GYP.  
WALL TO BE TURNED OUT  
UP TO BOTTOM OF GYP.

ADD NEW  
ALUMINUM  
WALL TO BE TURNED OUT  
UP TO BOTTOM OF GYP.  
WALL TO BE TURNED OUT  
UP TO BOTTOM OF GYP.

INFILL EXISTING  
WALL TO BE TURNED OUT  
UP TO BOTTOM OF GYP.  
WALL TO BE TURNED OUT  
UP TO BOTTOM OF GYP.

ADD NEW  
ALUMINUM  
WALL TO BE TURNED OUT  
UP TO BOTTOM OF GYP.  
WALL TO BE TURNED OUT  
UP TO BOTTOM OF GYP.

INFILL EXISTING  
WALL TO BE TURNED OUT  
UP TO BOTTOM OF GYP.  
WALL TO BE TURNED OUT  
UP TO BOTTOM OF GYP.

SECTION 7.00 RETAIL ESTABLISHMENTS  
ALL SERVICE / FOR COUNTERS ARE 36" A.F.F.  
AND SHALL BE A MINIMUM OF 36" A.F.F.  
AND SHALL BE A MINIMUM OF 36" A.F.F.  
AND SHALL BE A MINIMUM OF 36" A.F.F.  
AND SHALL BE A MINIMUM OF 36" A.F.F.

REGULAR PARKING

VAN ACCESSIBLE

CONVENIENT  
STORE  
1116 SF

CONVENIENT  
STORE  
(STORAGE)  
423 SF





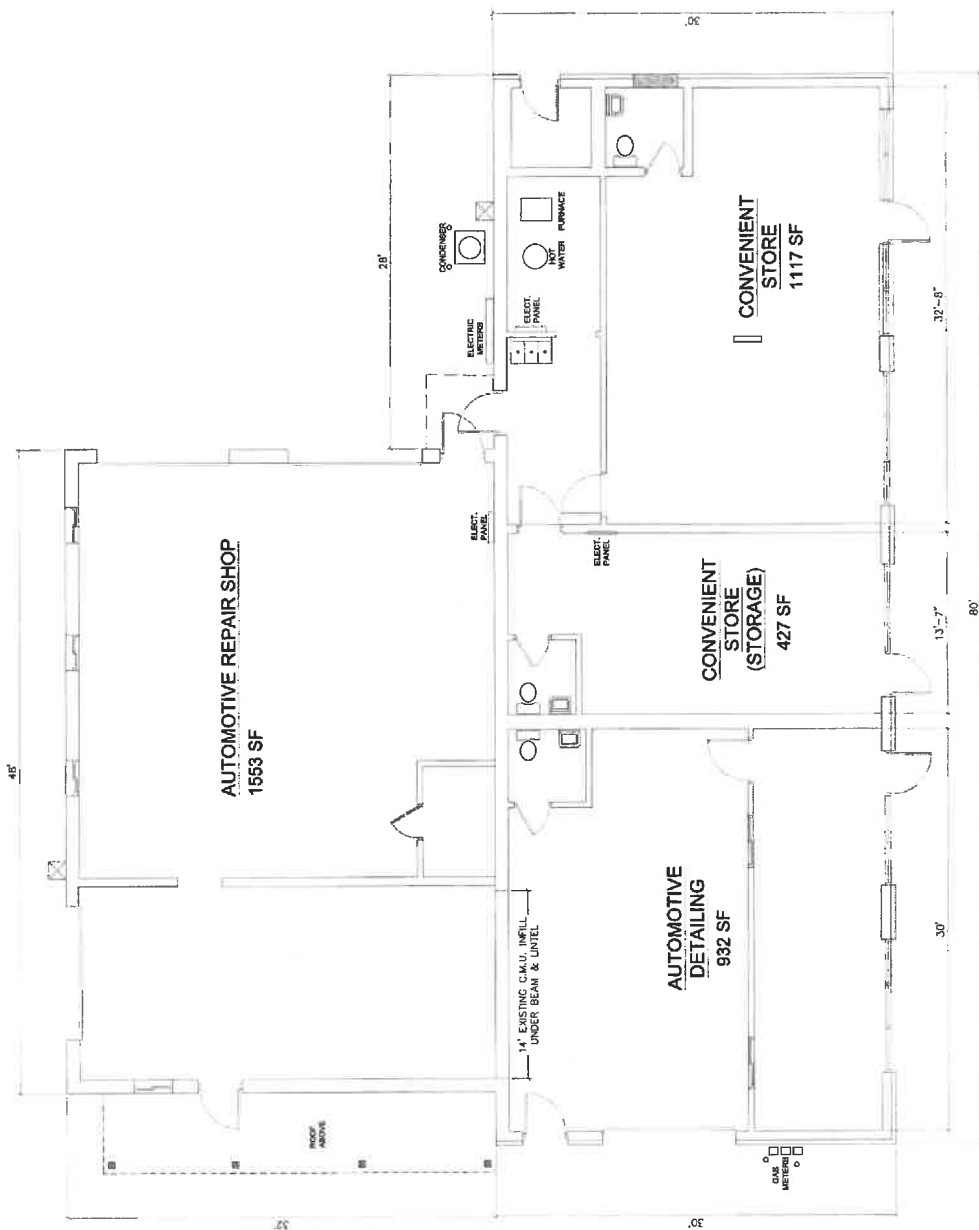
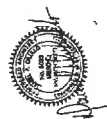
1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 26

drawn by: AS NOTED date: 09/06/2024

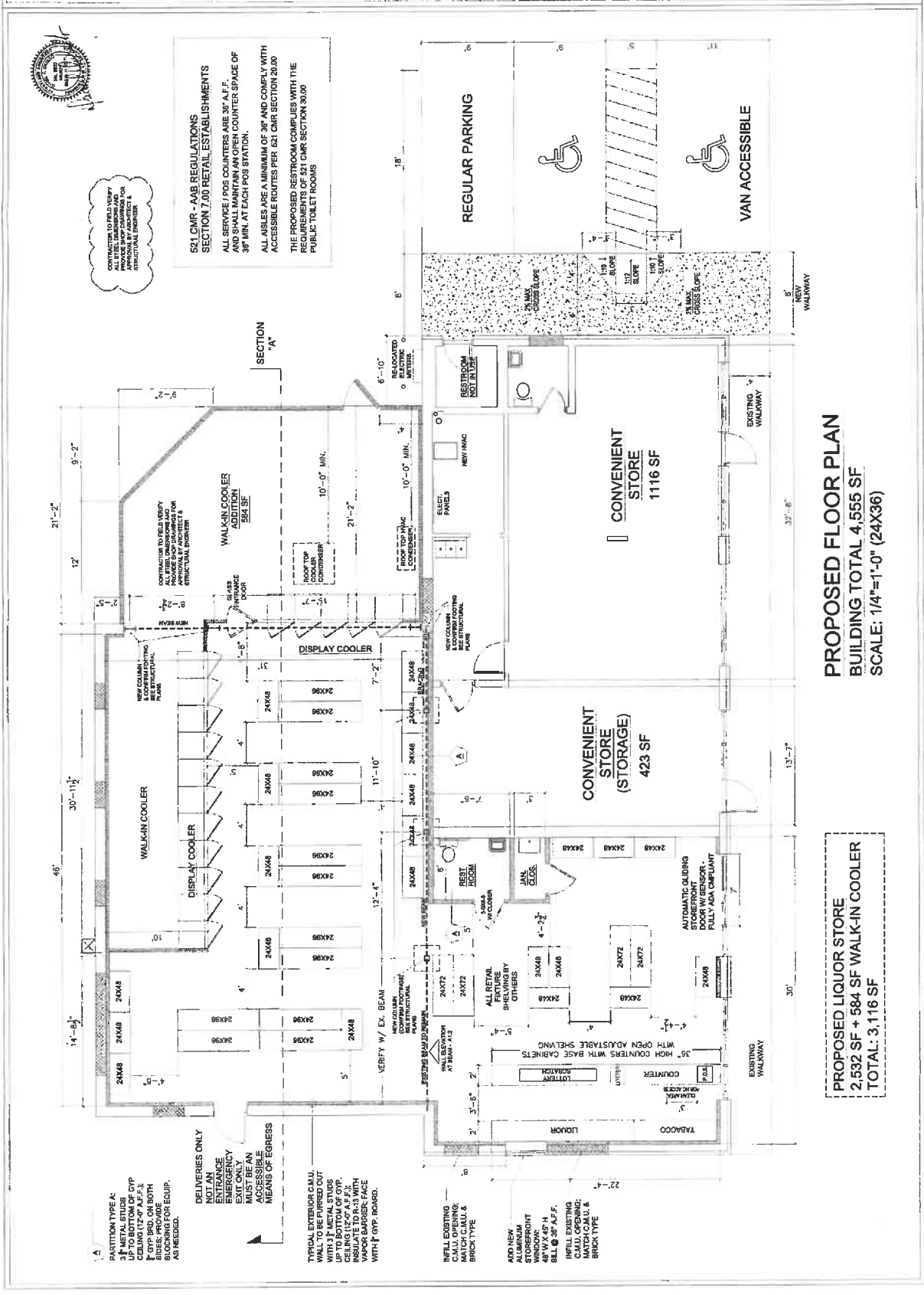
PROPOSED LIQUOR STORE  
MIDDLETON MANAGEMENT, LLC  
MAPLE STREET SERVICE  
223 MAPLE STREET  
MIDDLETON MA 01949

J.P.L. CONSULTING  
ARCHITECTURAL PLANNING AND DESIGN

(817) 899-0951  
JOHN@FLOYDBROADCAST.NET



**EXISTING FLOOR PLAN**  
SCALE: 1/4"=1'-0" (24X36)





⑧ B  
1

**TRANSFER OF LIQUOR LICENSE  
APPLICATION**

**SD MANAGEMENT GROUP LLC**

**TO**

**FERNCROFT LICENSE HOLDINGS LLC  
LICENSE NO. 00013-RS-0704**

**8-10 VILLAGE ROAD, MIDDLETON, MA 01949**

**MANN & MANN, P.C.  
Counsellors at Law  
191 South Main Street, Suite 101  
Middletown, MA 01949  
Telephone: 978-762-6238  
Facsimile: 978-762-6434  
Email: [jill@mannpc.com](mailto:jill@mannpc.com)**

**Exhibit List**  
**Transfer of Liquor License from SD MANAGEMENT GROUP LLC**  
**to**  
**FERNCROFT LICENSE HOLDINGS LLC**

1. Monetary Transmittal Form together with Receipt reflecting payment of Application Fee
2. Department of Revenue Certificate of Good Standing for Seller
3. Department of Unemployment Assistance Certificate of Compliance for Seller
4. Transfer Retail Application with Manager's Application
  - a. Attachment No. 1 – Narrative Overview
    - i. Exhibit A – Real Estate and Asset Purchase Agreement
    - ii. Exhibit B – Assignment Agreement
    - iii. Exhibit C – Management Agreement
  - b. Attachment No. 4
    - i. Exhibit D – Floor Plans
    - ii. Exhibit E – Seating Capacity for Licensed Premises
  - c. Attachment No. 5
    - i. Exhibit F Long Form Good Standing for SD Management Group
  - d. Attachment 6 Organizational Chart- Ferncroft License Holdings LLC (Licensed Holder), Carlisle Capital Corporation (Owner), and One Union Corporation (LLC Manager of Licensed Holder)  
**William H. Binnie**
    - i. Exhibit G-1 - CORI Release
    - ii. Exhibit G-2 - Passport
    - iii. Exhibit G-3 - Driver's License**Mark M. Graham**
    - i. Exhibit H-1 - CORI Release
    - ii. Exhibit H-2 – Passport
    - iii. Exhibit H-3 - Driver's License.**Stephen G. Binnie**
    - i. Exhibit I-1 - CORI Release
    - ii. Exhibit I-2 – Passport
    - iii. Exhibit I-3 - Driver's License.**Adam S. Binnie**
    - i. Exhibit J-1 - CORI Release
    - ii. Exhibit J-2 – Passport
    - iii. Exhibit J-3 - Driver's License.

- e. Attachment No. 7
    - Licensed Holder - Ferncroft License Holdings LLC**
      - i. Exhibit K-1 Certificate of Organization
      - Exhibit K-2 Operating Agreement
      - Exhibit K-3 Certificate of Good Standing
    - One Union Corporation – Manager of Ferncroft License Holdings LLC**
      - i. Exhibit L-1 Certificate of Organization
      - ii. Exhibit L-2 Supplemental Information
      - iii. Exhibit L-3 Good Standing Certificate
      - iv. Exhibit L-4 Secretary Certificate and Director Consent
    - Carlisle Capital Corporation – Owner**
      - i. Exhibit M-1 Certificate of Foreign Registration
      - ii. Exhibit M-2 Secretary Certificate and Director Consent
  - f. Attachment No. 10 – Good Funds Letter from Bank of America
    - i. Exhibit N-1 Financial Disclosure Narrative
    - ii. Exhibit N-2 Good Funds Letter from Bank of American
  - g. Attachment No. 12 – Licensed Manager Philip Alexander Leiss
    - i. Exhibit O-1 - CORI Request Form
    - ii. Exhibit O-2 - Passport
    - iii. Exhibit O-3 - Driver's License
    - iv. Exhibit O-4 - Affidavit
    - v. Exhibit O-5 - TIPs Certificate
  - h. Attachment No. 13 – Management Overview Narrative
- 5. Applicant's Statement
  - 6. Vote of Corporate Board of Ferncroft License Holdings LLC
  - 7. Local Licensing Authority Certification



*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR A TRANSFER OF LICENSE**

Municipality **MIDDLETON**

**1. TRANSACTION INFORMATION**

☒ Transfer of License

☐ Alteration of Premises

☐ Change of Location

☒ Management/Operating Agreement

☐ Pledge of Inventory

☐ Pledge of License

☐ Pledge of Stock

☐ Other

☐ Change of Class

☐ Change of Category

☐ Change of License Type  
(\$12 ONLY, e.g. "club" to "restaurant")

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

See Attachment No. 1 Narrative Overview, Ex. A - Real Estate and Asset Purchase Agreement  
Ex. B - Assignment Agreement, and Exhibit C - Management Agreement

**2. LICENSE CLASSIFICATION INFORMATION**

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

On-Premises

\$12 Restaurant

All Alcohol

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 **00013-RS-0704**

FEIN

Entity Name **FERNCROFT LICENSE HOLDINGS LLC**

DBA **Ferncroft Country Club**

Manager of Record

**Philip Alexander Leiss**

Street Address **8-10 Village Road, Middleton, MA 01949**

Phone **603-431-0000**

Email **mark@carlislecapital.com**

Add'l Phone **978-739-4040**

Website **ferncroftcc.com**

**4. DESCRIPTION OF PREMISES** See Attachment 4, Ex.D Floor Plans and Ex. E Seating Capacity

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.

Premises consists of a full service restaurant and function rooms with outdoor space. First floor has a 2,500SF function room, 2,500SF dining room, 1,500SF bar, and two outdoor decks with 400SF and 600SF. Second floor has a 4,000SF function room and a 1,600SF roof deck.

Total Sq. Footage **13,100**

Seating Capacity **370**

Occupancy Number **370**

Number of Entrances **5**

Number of Exits **8**

Number of Floors **3**

# APPLICATION FOR A TRANSFER OF LICENSE

## 5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST See Attachment 5, Ex. F

Transferor Entity Name **SD Management Group LLC** By what means is the license being transferred? **Purchase**

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

Name of Principal	Title/Position	Percentage of Ownership
David R. Swales	Manager/Member	100%

## 6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST See Attachment 6 - Organizational Chart

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

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

Name of Principal	Residential Address	SSN	DOB	Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
William Harrison Binnie	Rye, NH 03870			Director - One Union Corporation	100%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
William Harrison Binnie	Rye, NH 03870			Pres/Treas/Dir Carlisle Capital Corporation	100%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
William Harrison Binnie	Rye, NH 03870			Sole Trustee/Benef. WHB 1992 Irrev Trust	100%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Steven G. Binnie	Rye, NH 03870			Vice President One Union & Carlisle	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

# APPLICATION FOR A TRANSFER OF LICENSE

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

Name of Principal	Residential Address	SSN	DOB
Mark M. Graham	, Portsmouth, NH 03801		
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
Pres/Treas/Sec One Union Corporation	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Adam S. Binnie	Rye, NH 03870		
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
Vice President One Union & Carlisle	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Additional pages attached?

☒ Yes ☐ No

See Attachment 6  
 William H. Binnie Ex. G-1 - CORI Release, Ex. G-2 Passport, Ex. G-3 Driver's License.  
 Mark M. Graham Ex. H-1 - CORI Release, Ex. H-2 Passport, Ex. H-3 Driver's License.  
 Stephen G. Binnie Ex. I-1 - CORI Release, Ex. I-2 Passport, Ex. I-3 Driver's License  
 Adam S. Binnie Ex. J-1 - CORI Release, Ex. J-2 Passport, Ex. J-3 Driver's License.

### CRIMINAL HISTORY

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

☐ Yes ☒ No

### 6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
William H. Binnie	On Premises All Alcohol	Wentworth by the Sea Country Club, Inc.	New Castle New Hampshire

### 6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name

**12. MANAGER APPLICATION**

See Attachment 12, Exhibit O-1 CORI, Exhibit O - Proof of Citizenship - Passport, Exhibit O-3 Driver's License, Exhibit O-4 Affidavit, Exhibit O-5 - TIPs Certificate

**A. MANAGER INFORMATION**

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

Proposed Manager Name **Philip Alexander Leiss** Date of Birth  SSN Residential Address  **Topsfield, MA 01983**Email **p.leiss@ferncroftcc.com** Phone **978-836-8267**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/Qualified Alien under the Immigration and Nationality Act? ☒ Yes ☐ No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card," or Employment Authorization Document.

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

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

Date	Municipality	Charge	Disposition
1990	York, ME	OUI	community service/driver education program

**C. EMPLOYMENT INFORMATION**

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

Start Date	End Date	Position	Employer	Supervisor Name
2006	current	Director of Golf	Ferncroft Country Club	David R. Swales

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

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

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

Manager's Signature  Date

## APPLICATION FOR A TRANSFER OF LICENSE

### 10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	17,500,000.00
B. Purchase Price for Business Assets	
C. Other* (Please specify)	
D. Total Cost	17,500,000.00

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

#### SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
William H. Binnie	\$11,500,000.00
Ferncroft Holdings LLC	\$6,000,000.00
Total:	\$17,500,000.00

#### SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Ferncroft Holdings LLC	\$6,000,000.00	Seller Note	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

#### FINANCIAL INFORMATION

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

See Attachment 10, Ex. N-1 Financial Disclosure Narrative  
Ex. N-2 Good Funds Letter from Bank of American

### 11. PLEDGE INFORMATION

Please provide signed pledge documentation.

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

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

To whom is the pledge being made?



**12. MANAGER APPLICATION**

See Attachment 12, Exhibit O-1 CORI, Exhibit O - Proof of Citizenship - Passport, Exhibit O-3 Driver's License, Exhibit O-4 Affidavit, Exhibit O-5 - TIPs Certificate

**A. MANAGER INFORMATION**

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

Proposed Manager Name **Philip Alexander Leiss** Date of Birth **5/17/1970** SSN **131-54-6234**

Residential Address **34 Surrey Lane, Topsfield, MA 01983**

Email **p.leiss@ferncroftcc.com** Phone **978-836-8267**

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/Qualified Alien under the Immigration and Nationality Act? ☒ Yes ☐ No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card," or Employment Authorization Document.

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

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

Date	Municipality	Charge	Disposition
1990	York, ME	OUI	community service/driver education program

**C. EMPLOYMENT INFORMATION**

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

Start Date	End Date	Position	Employer	Supervisor Name
2006	current	Director of Golf	Ferncroft Country Club	David R. Swales

**D. PRIOR DISCIPLINARY ACTION**

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

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

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

Manager's Signature



Date

### 13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?  
If yes, please fill out section 13.

☒ Yes ☐ No

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

See Attachment 13 - Management Overview Narrative

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

### 13A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone
Carlisle Capital Corporation	126 Daniel Street, Suite 200, Portsmouth, NH 03801	603-431-0000
Name of Principal	Residential Address	SSN
William Harrison Binnie	Rye, NH 03870	
Title and or Position	Percentage of Ownership	Director
President and Treasurer and Director	100%	<input checked="" type="radio"/> Yes <input type="radio"/> No
		US Citizen
		<input checked="" type="radio"/> Yes <input type="radio"/> No
		MA Resident
		<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN
Mark M. Graham	, Portsmouth, NH 03801	
Title and or Position	Percentage of Ownership	Director
Secretary	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No
		US Citizen
		<input checked="" type="radio"/> Yes <input type="radio"/> No
		MA Resident
		<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN
Adam S. Binnie	, Rye, NH 03870	
Title and or Position	Percentage of Ownership	Director
Vice President	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No
		US Citizen
		<input checked="" type="radio"/> Yes <input type="radio"/> No
		MA Resident
		<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN
Steven G. Binnie	, Rye, NH 03870	
Title and or Position	Percentage of Ownership	Director
Vice President	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No
		US Citizen
		<input checked="" type="radio"/> Yes <input type="radio"/> No
		MA Resident
		<input type="radio"/> Yes <input type="radio"/> No

#### CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?  
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

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

#### LICENSE

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

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

Name	License Type	License Name	Municipality
William H. Binnie	On Premises All Alcohol	Wentworth by the Sea Country Club, Inc.	New Castle New Hampshire

**13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

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

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

Name	License Type	License Name	Municipality

**13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

**13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

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

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

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

**13F. TERMS OF AGREEMENT**

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☒

b. Will the licensee retain control of the business finances?

Yes ☒ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☒

d. Management Term Begin Date 2.25.2025

e. Management Term End Date 2.25.2035

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

☒ \$ per month/year (indicate amount)

\$5,000

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

The Licensee is the managing company, the owner is entitled to all profits.

**ABCC Licensee Officer/LLC Manager**

Signature:

Paul Gualdon

Title:

Pres and Treas. One Union Corporation

Date:

03/06/2025

**Management Agreement Entity Officer/LLC Manager**

Signature:

William R...

Title:

Pres/Treas/Dir Carlisle Capital Corp

Date:

03/06/2025



*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

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

**APPLICATION FOR A TRANSFER OF LICENSE**

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

**ECRT CODE: RETA**

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

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

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) **00013-RS-0704**

ENTITY/ LICENSEE NAME **FERNCROFT LICENSE HOLDINGS LLC**

ADDRESS **8-10 Village Road**

CITY/TOWN **Middleton** STATE **MA** ZIP CODE **01949**

For the following transactions (Check all that apply):

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

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

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

Your Information

Payment

Receipt

**Payment Confirmation****YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT**

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

**Transaction Processed Successfully.****INVOICE #:****6e4a1888a80**

FILING FEES-RETAIL	00013-RS-0704	\$200.00
		<b>\$200.00</b>

**Total Convenience Fee: \$5.18****Date Paid: 3/6/2025 12:25:38 PM EDT****Total Amount Paid: \$205.18****Payment On Behalf Of****License Number or Business Name:**  
00013-RS-0704**Fee Type:**  
FILING FEES-RETAIL**Billing Information****First Name:**  
Mann & Mann PC Jill**Last Name:**  
Mann**Address:**  
191 South Main Street**City:**  
Middleton**State:**  
MA**Zip Code:**  
01949**Email Address:**  
pamv@mannpc.com



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

mass.gov/dor

Letter ID: L0910961568  
Notice Date: February 21, 2025  
Case ID: 0-002-777-237



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



FERNCROFT HOLDINGS LLC  
375 FOUR LEAF LN STE 201  
CHARLOTTESVILLE VA 22903-6905

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, FERNCROFT HOLDINGS LLC dba:FERNCROFT COUNTRY CLUB is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

### *What if I have questions?*

If you have questions, call us at (617) 887-6400, Monday through Friday, 9:00 a.m. to 4:00 p.m.

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

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



**Certificate of Compliance**

**Date:** February 21, 2025

**Letter ID:** L0004743491

**Employer ID (FEIN):** XX-XXX5825

**FERNCROFT COUNTRY CLUB  
10 VILLAGE RD  
MIDDLETON MA 01949-1213**

**Certificate ID:** L0004743491

**FEIN:**

The Department of Unemployment Assistance certifies that as of 20-Feb-2025, FERNCROFT COUNTRY CLUB 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 on 22-Mar-2025.

Sincerely,

**Katie Dishnica, Director  
Department of Unemployment Assistance**

**Questions?**

**Revenue Enforcement Unit  
Department of Unemployment Assistance  
Email us: [Revenue.Enforcement@mass.gov](mailto:Revenue.Enforcement@mass.gov)  
Call us: (617) 626-5750**



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

**IMPORTANT NOTICE**

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

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

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

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

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

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

此文件含有重要信息。請立即找人翻譯。

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

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

ឯកសារនេះមានព័ត៌មានសំខាន់ៗ។ រក្សាបុគ្គលិកយើងឱ្យបានប្រុងប្រយ័ត្ន។

ឯកសារនេះមានព័ត៌មានសំខាន់ៗ។ សូមបុគ្គលិកយើងឱ្យបានប្រុងប្រយ័ត្ន។

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



4. Transfer Retail Application

Attachment No. 1 – NARRATIVE OVERVIEW

Business Operation

8  
B  
2

**TRANSFER OF LIQUOR LICENSE  
APPLICATION**

**SD MANAGEMENT GROUP LLC**

**TO**

**FERNCROFT LICENSE HOLDINGS LLC  
LICENSE NO. 00034-RS-0704**

**8-10 VILLAGE ROAD, MIDDLETON, MA 01949**

**MANN & MANN, P.C.  
Counsellors at Law  
191 South Main Street, Suite 101  
Middletown, MA 01949  
Telephone: 978-762-6238  
Facsimile: 978-762-6434  
Email: [jill@mannpc.com](mailto:jill@mannpc.com)**

**Exhibit List**  
**Transfer of Liquor License from SD MANAGEMENT GROUP LLC**  
**to**  
**FERNCROFT LICENSE HOLDINGS LLC**

1. Monetary Transmittal Form together with Receipt reflecting payment of Application Fee
2. Department of Revenue Certificate of Good Standing for Seller
3. Department of Unemployment Assistance Certificate of Compliance for Seller
4. Transfer Retail Application with Manager's Application
  - a. Attachment No. 1 – Narrative Overview
    - i. Exhibit A – Real Estate and Asset Purchase Agreement
    - ii. Exhibit B – Assignment Agreement
    - iii. Exhibit C – Management Agreement
  - b. Attachment No. 4
    - i. Exhibit D – Floor Plans
    - ii. Exhibit E – Seating Capacity for Licensed Premises
  - c. Attachment No. 5
    - i. Exhibit F Long Form Good Standing for SD Management Group
  - d. Attachment 6 Organizational Chart- Ferncroft License Holdings LLC (Licensed Holder), Carlisle Capital Corporation (Owner), and One Union Corporation (LLC Manager of Licensed Holder)  
**William H. Binnie**
    - i. Exhibit G-1 - CORI Release
    - ii. Exhibit G-2 - Passport
    - iii. Exhibit G-3 - Driver's License**Mark M. Graham**
    - i. Exhibit H-1 - CORI Release
    - ii. Exhibit H-2 – Passport
    - iii. Exhibit H-3 - Driver's License.**Stephen G. Binnie**
    - i. Exhibit I-1 - CORI Release
    - ii. Exhibit I-2 – Passport
    - iii. Exhibit I-3 - Driver's License.**Adam S. Binnie**
    - i. Exhibit J-1 - CORI Release
    - ii. Exhibit J-2 – Passport
    - iii. Exhibit J-3 - Driver's License.

e. Attachment No. 7

**Licensed Holder - Ferncroft License Holdings LLC**

- i. Exhibit K-1 Certificate of Organization
- Exhibit K-2 Operating Agreement
- Exhibit K-3 Certificate of Good Standing

**One Union Corporation – Manager of Ferncroft License Holdings LLC**

- i. Exhibit L-1 Certificate of Organization
- ii. Exhibit L-2 Supplemental Information
- iii. Exhibit L-3 Annual Report
- iv. Exhibit L-4 Secretary Certificate and Director Consent

**Carlisle Capital Corporation – Owner**

- i. Exhibit M-1 Certificate of Foreign Registration
- ii. Exhibit M-2 Secretary Certificate and Director Consent

f. Attachment No. 10 – Good Funds Letter from Bank of America

- i. Exhibit N-1 Financial Disclosure Narrative
- ii. Exhibit N-2 Good Funds Letter from Bank of American

g. Attachment No. 12 – Licensed Manager Philip Alexander Leiss

- i. Exhibit O-1 - CORI Request Form
- ii. Exhibit O-2 - Passport
- iii. Exhibit O-3 - Driver's License
- iv. Exhibit O-4 - Affidavit
- v. Exhibit O-5 - TIPs Certificate

h. Attachment No. 13 – Management Overview Narrative

5. Applicant's Statement

6. Vote of Corporate Board of Ferncroft License Holdings LLC

7. Local Licensing Authority Certification



*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

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

**APPLICATION FOR A TRANSFER OF LICENSE**

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

**ECRT CODE: RETA**

**Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)**

**PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE  
PAYMENT RECEIPT**

**ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)**

**ENTITY/ LICENSEE NAME**

**ADDRESS**

**CITY/TOWN**  **STATE**  **ZIP CODE**

**For the following transactions (Check all that apply):**

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

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

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

Your Information

Payment

Receipt

## Payment Confirmation

## YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



INVOICE 911

Description		
FILING FEES-RETAIL	00034-RS-0704	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: \$5.18

Date Paid: 3/7/2025 10:59:34 AM EDT

Total Amount Paid: \$205.18

## Payment On Behalf Of

License Number or Business Name:  
00034-RS-0704

Fee Type:  
FILING FEES-RETAIL

## Billing Information

First Name:  
Mann & Mann PC JIII

Last Name:  
Mann

Address:  
191 South Main Street

City:  
Middleton

State:  
MA

Zip Code:  
01949

Email Address:  
pamv@mannpc.com



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

[mass.gov/dor](http://mass.gov/dor)

Letter ID: L0910961568  
Notice Date: February 21, 2025  
Case ID: 0-002-777-237



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



FERNCROFT HOLDINGS LLC  
375 FOUR LEAF LN STE 201  
CHARLOTTESVILLE VA 22903-6905

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, FERNCROFT HOLDINGS LLC dba:FERNCROFT COUNTRY CLUB is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

### *What if I have questions?*

If you have questions, call us at (617) 887-6400, Monday through Friday, 9:00 a.m. to 4:00 p.m.

### *Visit us online!*

Visit [mass.gov/dor](http://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

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



**Certificate of Compliance**

**FERNCROFT COUNTRY CLUB  
10 VILLAGE RD  
MIDDLETON MA 01949-1213**

**Date:** February 21, 2025  
**Letter ID:** L0004743491  
**Employer ID (FEIN):** XX-XXX5825

**Certificate ID: L0004743491**

**FEIN: 20-3965825**

The Department of Unemployment Assistance certifies that as of 20-Feb-2025, FERN CROFT COUNTRY CLUB 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 on 22-Mar-2025 .

Sincerely,

**Katie Dishnica, Director  
Department of Unemployment Assistance**

**Questions?  
Revenue Enforcement Unit  
Department of Unemployment Assistance  
Email us: [Revenue.Enforcement@mass.gov](mailto:Revenue.Enforcement@mass.gov)  
Call us: (617) 626-5750**





*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR A TRANSFER OF LICENSE**

Municipality **MIDDLETON**

**1. TRANSACTION INFORMATION**

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

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

See Attachment No. 1 Narrative Overview, Ex. A - Real Estate and Asset Purchase Agreement  
Ex. B - Assignment Agreement, and Exhibit C - Management Agreement

**2. LICENSE CLASSIFICATION INFORMATION**

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises	§12 Restaurant	All Alcohol	Seasonal

**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 **00034-RS-0704** FEIN **33-3412811**

Entity Name **FERNCROFT LICENSE HOLDINGS LLC**

DBA **Halfway House Snack Bar at Ferncroft Country Club** Manager of Record **Philip Alexander Leiss**

Street Address **8-10 Village Road, Middleton, MA 01949**

Phone **603-431-0000** Email **mark@carlislecapital.com**

Add'l Phone **978-739-4040** Website **ferncroftcc.com**

**4. DESCRIPTION OF PREMISES** See Attachment 4, Ex.D 2012 Site Plans, Ex E. 2014 Approved Expansion

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.

The Halfway House/Snack Bar at the Ferncroft Country Club.

Total Sq. Footage	Outdoor Space	Seating Capacity	NA	Occupancy Number	NA
Number of Entrances	NA	Number of Exits	NA	Number of Floors	NA

# APPLICATION FOR A TRANSFER OF LICENSE

## 5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST See Attachment 5, Ex. F

Transferor Entity Name **SD Management Group LLC** By what means is the license being transferred? **Purchase**

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

Name of Principal	Title/Position	Percentage of Ownership
<b>David R. Swales</b>	<b>Manager/Member</b>	<b>100%</b>

## 6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST See Attachment 6 - Organizational Chart

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

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

Name of Principal	Residential Address	SSN	DOB
<b>William Harrison Binnie</b>	<b>, Rye, NH 03870</b>		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<b>Director - One Union Corporation</b>	<b>100%</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident			<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<b>William Harrison Binnie</b>	<b>Rye, NH 03870</b>		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<b>Pres/Treas/Dir Carlisle Capital Corporaton</b>	<b>100%</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident			<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<b>William Harrison Binnie</b>	<b>Rye, NH 03870</b>		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<b>Sole Trustee/Benef. WHB 1992 Irrev Trust</b>	<b>100%</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident			<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<b>Steven G. Binnie</b>	<b>, Rye, NH 03870</b>		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<b>Vice President One Union &amp; Carlisle</b>	<b>0%</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident			<input type="radio"/> Yes <input checked="" type="radio"/> No

# APPLICATION FOR A TRANSFER OF LICENSE

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

Name of Principal	Residential Address	SSN	DOB
Mark M. Graham	Portsmouth, NH 03801		
Title and or Position	Percentage of Ownership	Director / LLC Manager	US Citizen
Pres/Treas/Sec One Union Corporation	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident			<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Adam S. Binnie	Rye, NH 03870		
Title and or Position	Percentage of Ownership	Director / LLC Manager	US Citizen
Vice President One Union & Carlisle	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident			<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director / LLC Manager	US Citizen
		<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
MA Resident			<input type="radio"/> Yes <input checked="" type="radio"/> No

Additional pages attached? ☒ Yes ☐ No

See Attachment  
 William H. Binnie Ex. G-1 - CORI Release, Ex. G-2 Passport, Ex. G-3 Driver's License.  
 Mark M. Graham Ex. H-1 - CORI Release, Ex. H-2 Passport, Ex. H-3 Driver's License.

Stephen G. Binnie Ex. I-1 - CORI Release, Ex. I-2 Passport, Ex. I-3 Driver's License

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.

Adam S. Binnie Ex. J-1 - CORI Release, Ex. J-2 Passport, Ex. J-3 Driver's License.

## 6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
William H. Binnie	On Premises All Alcohol	Wentworth by the Sea Country Club, Inc.	New Castle New Hampshire

## 6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	

## APPLICATION FOR A TRANSFER OF LICENSE

### 6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

### 7. CORPORATE STRUCTURE

Entity Legal Structure

Limited Liability Company

Date of Incorporation 2/12/2025

State of Incorporation

Massachusetts

Is the Corporation publicly traded? ☐ Yes ☒ No

See Attachment 7,

Licensed Holder Ex K-1 Cert.Org, Ex K-2 Oper Agmt, Ex K-3 COGS

One Union, Manager of Licensed Holder Ex L-1 Cert of Org, Ex L-2 Supp Info Ex L-3 COGS, Ex L-4 Consent

CCC Ex M-1 Cert For Reg, Ex M-2 Consent, Ex M-3 The WHB 1992 Irrev Trust

### 8. OCCUPANCY OF PREMISES See Attachment 1C - Management Agreement

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

Management Agreement

Owner

Landlord Name

Carlisle Capital Corporation

Owner

Landlord Email

mark@carlislecapital.com

Owner

Landlord Phone

603-431-0000

Owner

Landlord Address

126 Daniel Street, Suite 200, Portsmouth, NH 03801

Beginning Date

February 25, 2025

Fee

Rent per Month

\$5,000

Ending Date

February 25, 2035

Fee

Rent per Year

\$60,000

Owner

Landlord

Will the owner 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:

Jill Elmstrom Mann

Phone:

978-762-6238

Title:

Attorney

Email:

jill@mannpc.com

## APPLICATION FOR A TRANSFER OF LICENSE

### 10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	17,500,000.00
B. Purchase Price for Business Assets	
C. Other* (Please specify)	
D. Total Cost	17,500,000.00

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

#### SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
William H. Binnie	\$11,500,000.00
Ferncroft Holdings LLC	\$6,000,000.00
Total:	\$17,500,000.00

#### SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Ferncroft Holdings LLC	\$6,000,000.00	Seller Note	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

#### FINANCIAL INFORMATION

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

See Attachment 10, Ex. N-1 Financial Disclosure Narrative  
Ex. N-2 Good Funds Letter from Bank of American

### 11. PLEDGE INFORMATION

Please provide signed pledge documentation.

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

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

To whom is the pledge being made?

**12. MANAGER APPLICATION**

See Attachment 12, Exhibit O-1 CORI, Exhibit O - Proof of Citizenship - Passport, Exhibit O-3 Driver's License, Exhibit O-4 Affidavit, Exhibit O-5 TIPS Certificate

**A. MANAGER INFORMATION**

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

Proposed Manager Name **Philip Alexander Leiss** Date of Birth  SSN

Residential Address  , **Topsfield, MA 01983**

Email **p.leiss@ferncroftcc.com** Phone **978-836-8267**

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/Qualified Alien under the Immigration and Nationality Act? ☒ Yes ☐ No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card," or Employment Authorization Document.

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

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

Date	Municipality	Charge	Disposition
1990	York, ME	OUI	community service/driver education program

**C. EMPLOYMENT INFORMATION**

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

Start Date	End Date	Position	Employer	Supervisor Name
2006	current	Director of Golf	Ferncroft Country Club	David R. Swales

**D. PRIOR DISCIPLINARY ACTION**

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

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

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

Manager's Signature  Date

### 13. MANAGEMENT AGREEMENT

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

☒ Yes ☐ No

If yes, please fill out section 13.

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

See Attachment 13 - Management Overview Narrative

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

### 13A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone		
Carlisle Capital Corporation	126 Daniel Street, Suite 200, Portsmouth, NH 03801	603-431-0000		
Name of Principal	Residential Address	SSN	DOB	
William Harrison Binnie	Rye, NH 03870			
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
President and Treasurer and Director	100%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
Mark M. Graham	Portsmouth, NH 03801			
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
Secretary	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
Adam S. Binnie	Rye, NH 03870			
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
Vice President	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
Steven G. Binnie	Rye, NH 03870			
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
Vice President	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

#### CRIMINAL HISTORY

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

☐ Yes ☒ No

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

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

#### LICENSE

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

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

Name	License Type	License Name	Municipality
William H. Binnie	On Premises All Alcohol	Wentworth by the Sea Country Club, Inc.	New Castle New Hampshire

**13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

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

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

Name	License Type	License Name	Municipality

**13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

**13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

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

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

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

**13F. TERMS OF AGREEMENT**

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☒

b. Will the licensee retain control of the business finances?

Yes ☒ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☒

d. Management Term Begin Date 2.25.2025

e. Management Term End Date 2.25.2035

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

☒ \$ per month/year (Indicate amount) \$5,000

☐ % of alcohol sales (Indicate percentage)

☐ % of overall sales (Indicate percentage)

☐ other (please explain)

The Licensee is the managing company, the owner is entitled to all profits.

ABCC Licensee Officer/LLC Manager

Management Agreement Entity Officer/LLC Manager

Signature: Mark Gualan

Signature: Willit R.

Title: Pres and Treas. One Union Corporation

Title: Pres/Treas/Dir Carlisle Capital Corp

Date: 03/06/2025

Date: 03/06/2025



EXHIBITS TO TRANSFER OF LIQUOR LICENSE  
APPLICATION CAN BE FOUND IN  
SD MANAGEMENT GROUP LLC  
TO  
FERNCROFT LICENSE HOLDINGS LLC  
LICENSE NO. 00013-RS-0704 FILING

## APPLICANT'S STATEMENT

I, Mark M. Graham the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager  
Authorized Signatory

of Ferncroft License Holdings LLC  
Name of the Entity/Corporation

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

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

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

Signature: Mark M. Graham

Date: 03/04/25

By its Manager, One Union Corporation

Title: Mark M. Graham, President & Treasurer

## **CORPORATE VOTE**

The Board of Directors or LLC Managers of

**Ferncroft License Holdings LLC**

Entity Name

duly voted to apply to the Licensing Authority of

**Middleton**

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

**February 25, 2025**

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

**Mark M. Graham**

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

**Philip Alexander Leiss**

Name of Liquor License Manager

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

A true copy attest,



Corporate Officer /LLC Manager Signature

**Mark M. Graham**

(Print Name) President and Treasurer of  
One Union Corporation, the Manager  
of Ferncroft License Holdings LLC

**For Corporations ONLY**

A true copy attest,



Corporation Clerk's Signature

**William H. Binnie**

(Print Name) Sole Director of One Union  
Corporation, the Manager  
of Ferncroft License Holdings LLC



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*

☐ For Reconsideration

**LICENSING AUTHORITY CERTIFICATION**

Middleton

City/Town

00034-RS-0704

ABCC License Number

**TRANSACTION TYPE (Please check all relevant transactions):**

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

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

**APPLICANT INFORMATION**

Name of Licensee Ferncroft License Holdings LLC

DBA

Halfway House Snack Bar at Ferncroft Country Club

Street Address 8-10 Village Road

Zip Code 01949

Manager Philip Alexander Leiss

Granted under  
Special Legislation? Yes ☐ No ☒

\$12 Restaurant

Seasonal

All Alcoholic Beverages

If Yes, Chapter  
of the Acts of (year)

Type  
(i.e. restaurant, package store)

Class  
(Annual or Seasonal)

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

**DESCRIPTION OF PREMISES** Complete description of the licensed premises

The Halfway House/Snack Bar at the Ferncroft Country Club.

**LOCAL LICENSING AUTHORITY INFORMATION**

Application filed with the LLA: Date  Time

Advertised Yes ☐ No ☐ Date Published

Publication

Abutters Notified: Yes ☐ No ☐ Date of Notice

Date APPROVED by LLA

Decision of the LLA

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

For Transfers ONLY:

Seller License Number:

Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission  
Ralph Sacramone  
Executive Director

8B3

**TRANSFER OF LIQUOR LICENSE  
APPLICATION**

**SD MANAGEMENT GROUP LLC**

**TO**

**FERNCROFT LICENSE HOLDINGS LLC  
LICENSE NO. 00033-RS-0704**

**8-10 VILLAGE ROAD, MIDDLETON, MA 01949**

**MANN & MANN, P.C.  
Counsellors at Law  
191 South Main Street, Suite 101  
Middletown, MA 01949  
Telephone: 978-762-6238  
Facsimile: 978-762-6434  
Email: [jill@mannpc.com](mailto:jill@mannpc.com)**

**Exhibit List**  
**Transfer of Liquor License from SD MANAGEMENT GROUP LLC**  
**to**  
**FERNCROFT LICENSE HOLDINGS LLC**

1. Monetary Transmittal Form together with Receipt reflecting payment of Application Fee
2. Department of Revenue Certificate of Good Standing for Seller
3. Department of Unemployment Assistance Certificate of Compliance for Seller
4. Transfer Retail Application with Manager's Application
  - a. Attachment No. 1 – Narrative Overview
    - i. Exhibit A – Real Estate and Asset Purchase Agreement
    - ii. Exhibit B – Assignment Agreement
    - iii. Exhibit C – Management Agreement
  - b. Attachment No. 4
    - i. Exhibit D – Floor Plans
    - ii. Exhibit E – Seating Capacity for Licensed Premises
  - c. Attachment No. 5
    - i. Exhibit F Long Form Good Standing for SD Management Group
  - d. Attachment 6 Organizational Chart- Ferncroft License Holdings LLC (Licensed Holder), Carlisle Capital Corporation (Owner), and One Union Corporation (LLC Manager of Licensed Holder)  
**William H. Binnie**
    - i. Exhibit G-1 - CORI Release
    - ii. Exhibit G-2 - Passport
    - iii. Exhibit G-3 - Driver's License**Mark M. Graham**
    - i. Exhibit H-1 - CORI Release
    - ii. Exhibit H-2 – Passport
    - iii. Exhibit H-3 - Driver's License.**Stephen G. Binnie**
    - i. Exhibit I-1 - CORI Release
    - ii. Exhibit I-2 – Passport
    - iii. Exhibit I-3 - Driver's License.**Adam S. Binnie**
    - i. Exhibit J-1 - CORI Release
    - ii. Exhibit J-2 – Passport
    - iii. Exhibit J-3 - Driver's License.

e. Attachment No. 7

**Licensed Holder - Ferncroft License Holdings LLC**

- i. Exhibit K-1 Certificate of Organization
- Exhibit K-2 Operating Agreement
- Exhibit K-3 Certificate of Good Standing

**One Union Corporation – Manager of Ferncroft License Holdings LLC**

- i. Exhibit L-1 Certificate of Organization
- ii. Exhibit L-2 Supplemental Information
- iii. Exhibit L-3 Annual Report
- iv. Exhibit L-4 Secretary Certificate and Director Consent

**Carlisle Capital Corporation – Owner**

- i. Exhibit M-1 Certificate of Foreign Registration
- ii. Exhibit M-2 Secretary Certificate and Director Consent

f. Attachment No. 10 – Good Funds Letter from Bank of America

- i. Exhibit N-1 Financial Disclosure Narrative
- ii. Exhibit N-2 Good Funds Letter from Bank of American

g. Attachment No. 12 – Licensed Manager Philip Alexander Leiss

- i. Exhibit O-1 - CORI Request Form
- ii. Exhibit O-2 - Passport
- iii. Exhibit O-3 - Driver's License
- iv. Exhibit O-4 - Affidavit
- v. Exhibit O-5 - TIPs Certificate

h. Attachment No. 13 – Management Overview Narrative

5. Applicant's Statement

6. Vote of Corporate Board of Ferncroft License Holdings LLC

7. Local Licensing Authority Certification



*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

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

**APPLICATION FOR A TRANSFER OF LICENSE**

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

**ECRT CODE: RETA**

**Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)**

**PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE  
PAYMENT RECEIPT**

**ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)**   
**ENTITY/ LICENSEE NAME**   
**ADDRESS**   
**CITY/TOWN**  **STATE**  **ZIP CODE**

**For the following transactions (Check all that apply):**

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

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

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



Your Information

Payment

Receipt

## Payment Confirmation

## YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #:

FILING FEES-RETAIL	00033-RS-0704	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: \$5.18

Date Paid: 3/7/2025 11:00:59 AM EDT

Total Amount Paid: \$205.18

## Payment On Behalf Of

License Number or Business Name:  
00033-RS-0704

Fee Type:  
FILING FEES-RETAIL

## Billing Information

First Name:  
Jill

Last Name:  
Mann

Address:  
191 South Main Street

City:  
Middleton

State:  
MA

Zip Code:  
01949

Email Address:  
pamv@mannpc.com



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

[mass.gov/dor](http://mass.gov/dor)

Letter ID: L0910961568  
Notice Date: February 21, 2025  
Case ID: 0-002-777-237



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



FERNCROFT HOLDINGS LLC  
375 FOUR LEAF LN STE 201  
CHARLOTTESVILLE VA 22903-6905

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, FERNCROFT HOLDINGS LLC dba:FERNCROFT COUNTRY CLUB is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

### *What if I have questions?*

If you have questions, call us at (617) 887-6400, Monday through Friday, 9:00 a.m. to 4:00 p.m.

### *Visit us online!*

Visit [mass.gov/dor](http://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

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



**Certificate of Compliance**

**Date:** February 21, 2025

**Letter ID:** L0004743491

**Employer ID (FEIN):** XX-XXX5825

**FERNCROFT COUNTRY CLUB**  
**10 VILLAGE RD**  
**MIDDLETON MA 01949-1213**

**Certificate ID:** L0004743491

**FEIN:** 20-3965825

The Department of Unemployment Assistance certifies that as of 20-Feb-2025, FERNCROFT COUNTRY CLUB 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 on 22-Mar-2025 .

Sincerely,

**Katie Dishnica, Director**  
**Department of Unemployment Assistance**

**Questions?**

**Revenue Enforcement Unit**  
**Department of Unemployment Assistance**  
**Email us: [Revenue.Enforcement@mass.gov](mailto:Revenue.Enforcement@mass.gov)**  
**Call us: (617) 626-5750**



*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR A TRANSFER OF LICENSE**

Municipality

MIDDLETON

**1. TRANSACTION INFORMATION**

☒ Transfer of License

☐ Alteration of Premises

☐ Change of Location

☒ Management/Operating Agreement

☐ Pledge of Inventory

☐ Pledge of License

☐ Pledge of Stock

☐ Other

☐ Change of Class

☐ Change of Category

☐ Change of License Type  
(\$12 ONLY, e.g. "club" to "restaurant")

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

See Attachment No. 1 Narrative Overview, Ex. A - Real Estate and Asset Purchase Agreement  
Ex. B - Assignment Agreement, and Exhibit C - Management Agreement

**2. LICENSE CLASSIFICATION INFORMATION**

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

On-Premises

\$12 Restaurant

All Alcohol

Seasonal

**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

00033-RS-0704

FEIN

33-3412811

Entity Name

FERNCROFT LICENSE HOLDINGS LLC

DBA

Members Lounge at Ferncroft Country  
Club

Manager of Record

Philip Alexander Leiss

Street Address

8-10 Village Road, Middleton, MA 01949

Phone

603-431-0000

Email

mark@carlislecapital.com

Add'l Phone

978-739-4040

Website

ferncroftcc.com

**4. DESCRIPTION OF PREMISES** See Attachment 4, Ex.D 2012 Site Plans, Ex E. Seating Capacit

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.

The Member's Lounge/Club House and the outdoor areas in and around the pool, tennis courts, golf course and Practice/Putting Green.

Total Sq. Footage

300 SF

Seating Capacity

outside space

Occupancy Number

143

Number of Entrances

2

Number of Exits

2

Number of Floors

1

# APPLICATION FOR A TRANSFER OF LICENSE

## 5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST See Attachment 5, Ex. F

Transferor Entity Name **SD Management Group LLC** By what means is the license being transferred? **Purchase**

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

Name of Principal	Title/Position	Percentage of Ownership
<b>David R. Swales</b>	<b>Manager/Member</b>	<b>100%</b>

## 6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST See Attachment 6 - Organizational Chart

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

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

Name of Principal	Residential Address	SSN	DOB	Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<b>William Harrison Binnie</b>	<b>Rye, NH 03870</b>			<b>Director - One Union Corporation</b>	<b>100%</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>William Harrison Binnie</b>	<b>Rye, NH 03870</b>			<b>Pres/Treas/Dir Carlisle Capital Corporation</b>	<b>100%</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>William Harrison Binnie</b>	<b>Rye, NH 03870</b>			<b>Sole Trustee/Benef. WHB 1992 Irrev Trust</b>	<b>100%</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>Steven G. Binnie</b>	<b>Rye, NH 03870</b>			<b>Vice President One Union &amp; Carlisle</b>	<b>0%</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

# APPLICATION FOR A TRANSFER OF LICENSE

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

Name of Principal	Residential Address	SSN	DOB
Mark M. Graham	, Portsmouth, NH 03801		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Pres/Treas/Sec One Union Corporation	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input checked="" type="radio"/> No			
Name of Principal	Residential Address	SSN	DOB
Adam S. Binnie	, Rye, NH 03870		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Vice President One Union & Carlisle	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input checked="" type="radio"/> No			
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input checked="" type="radio"/> No			

Additional pages attached? ☒ Yes ☐ No

### CRIMINAL HISTORY

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

William H. Binnie Ex. G-1 - CORI Release, Ex. G-2 Passport, Ex. G-3 Driver's License.  
 Mark M. Graham Ex. H-1 - CORI Release, Ex. H-2 Passport, Ex. H-3 Driver's License.  
 Stephen G. Binnie Ex. I-1 - CORI Release, Ex. I-2 Passport, Ex. I-3 Driver's License.  
 Adam S. Binnie Ex. J-1 - CORI Release, Ex. J-2 Passport, Ex. J-3 Driver's License.

## 6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
William H. Binnie	On Premises All Alcohol	Wentworth by the Sea Country Club, Inc.	New Castle New Hampshire

## 6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name

## APPLICATION FOR A TRANSFER OF LICENSE

### 6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

### 7. CORPORATE STRUCTURE

Entity Legal Structure

Date of Incorporation

State of Incorporation

Is the Corporation publicly traded? ☐ Yes ☒ No

See Attachment 7,

Licensed Holder Ex K-1 Cert.Org, Ex K-2 Oper Agmt, Ex K-3 COGS

One Union, Manager of Licensed Holder Ex L-1 Cert of Org, Ex L-2 Supp Info Ex L-3 COGS, Ex L-4 Consent

CCC Ex M-1 Cert For Reg, Ex M-2 Consent, Ex M-3 The WHB 1992 Irrev Trust

### 8. OCCUPANCY OF PREMISES See Attachment 1C - Management Agreement

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

Owner  
Landlord Name

Owner  
Landlord Phone

Owner  
Landlord Email

Owner  
Landlord Address

~~Lease~~ Beginning Date

Fee  
Rent per Month

~~Lease~~ Ending Date

Fee  
Rent per Year

Owner  
Will the landlord receive revenue based on percentage of alcohol sales?

☒ Yes ☐ No

### 9. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

## APPLICATION FOR A TRANSFER OF LICENSE

### 10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	17,500,000.00
B. Purchase Price for Business Assets	
C. Other* (Please specify)	
D. Total Cost	17,500,000.00

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

#### SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
William H. Binnie	\$11,500,000.00
Ferncroft Holdings LLC	\$6,000,000.00
Total:	\$17,500,000.00

#### SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Ferncroft Holdings LLC	\$6,000,000.00	Seller Note	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

#### FINANCIAL INFORMATION

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

See Attachment 10, Ex. N-1 Financial Disclosure Narrative  
Ex. N-2 Good Funds Letter from Bank of American

### 11. PLEDGE INFORMATION

Please provide signed pledge documentation.

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

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

To whom is the pledge being made?



**12. MANAGER APPLICATION**

See Attachment 12, Exhibit O-1 CORI, Exhibit O - Proof of Citizenship - Passport, Exhibit O-3 Driver's License, Exhibit O-4 Affidavit, Exhibit O-5 - TIPs Certificate

**A. MANAGER INFORMATION**

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

Proposed Manager Name **Philip Alexander Leiss** Date of Birth  SSN   
Residential Address  , **Topsfield, MA 01983**  
Email **p.leiss@ferncroftcc.com** Phone **978-836-8267**

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/Qualified Alien under the Immigration and Nationality Act? ☒ Yes ☐ No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card," or Employment Authorization Document.

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

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

Date	Municipality	Charge	Disposition
1990	York, ME	OUI	community service/driver education program

**C. EMPLOYMENT INFORMATION**

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

Start Date	End Date	Position	Employer	Supervisor Name
2006	current	Director of Golf	Ferncroft Country Club	David R. Swales

**D. PRIOR DISCIPLINARY ACTION**

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

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

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

Manager's Signature



Date

### 13. MANAGEMENT AGREEMENT

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

☒ Yes ☐ No

If yes, please fill out section 13.

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

See Attachment 13 - Management Overview Narrative

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

### 13A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone
Carlisle Capital Corporation	126 Daniel Street, Suite 200, Portsmouth, NH 03801	603-431-0000
Name of Principal	Residential Address	SSN
William Harrison Binnie	, Rye, NH 03870	
Title and or Position	Percentage of Ownership	Director
President and Treasurer and Director	100%	<input checked="" type="radio"/> Yes <input type="radio"/> No
		US Citizen
		<input checked="" type="radio"/> Yes <input type="radio"/> No
		MA Resident
		<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN
Mark M. Graham	Portsmouth, NH 03801	
Title and or Position	Percentage of Ownership	Director
Secretary	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No
		US Citizen
		<input checked="" type="radio"/> Yes <input type="radio"/> No
		MA Resident
		<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN
Adam S. Binnie	, Rye, NH 03870	
Title and or Position	Percentage of Ownership	Director
Vice President	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No
		US Citizen
		<input checked="" type="radio"/> Yes <input type="radio"/> No
		MA Resident
		<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN
Steven G. Binnie	, Rye, NH 03870	
Title and or Position	Percentage of Ownership	Director
Vice President	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No
		US Citizen
		<input checked="" type="radio"/> Yes <input type="radio"/> No
		MA Resident
		<input type="radio"/> Yes <input type="radio"/> No

#### CRIMINAL HISTORY

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

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

☐ Yes ☒ No

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

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

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

Name	License Type	License Name	Municipality
William H. Binnie	On Premises All Alcohol	Wentworth by the Sea Country Club, Inc.	New Castle New Hampshire

**13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

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

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

Name	License Type	License Name	Municipality

**13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

**13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

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

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

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

**13F. TERMS OF AGREEMENT**

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☒

b. Will the licensee retain control of the business finances?

Yes ☒ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☒

d. Management Term Begin Date 2.25.2025

e. Management Term End Date 2.25.2035

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

☒ \$ per month/year (Indicate amount)

\$5,000

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

The Licensee is the managing company, the owner is entitled to all profits.

ABCC Licensee Officer/LIC Manager

Management Agreement Entity Officer/LIC Manager

Signature:

*Paul G. Gaudin*

Signature:

*William R. ...*

Title:

Pres and Treas. One Union Corporation

Title:

res/Treas/Dir Carlisle Capital Corp

Date:

03/06/2025

Date:

03/06/2025

EXHIBITS TO TRANSFER OF LIQUOR LICENSE  
APPLICATION CAN BE FOUND IN  
SD MANAGEMENT GROUP LLC  
TO  
FERNCROFT LICENSE HOLDINGS LLC  
LICENSE NO. 00013-RS-0704 FILING

## APPLICANT'S STATEMENT

I, Mark M. Graham the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager  
Authorized Signatory

of Ferncroft License Holdings LLC  
Name of the Entity/Corporation

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

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

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

Signature:

Mark M. Graham

Date:

03/04/25

By its Manager, One Union Corporation

Title:

Mark M. Graham, President & Treasurer

### **CORPORATE VOTE**

The Board of Directors or LLC Managers of **Ferncroft License Holdings LLC**  
Entity Name  
duly voted to apply to the Licensing Authority of **Middleton** and the  
City/Town  
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on **February 25, 2025**  
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize **Mark M. Graham**  
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 **Philip Alexander Leiss**  
Name of Liquor License Manager

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

A true copy attest,



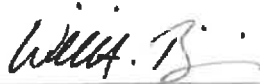
Corporate Officer /LLC Manager Signature

**Mark M. Graham**

(Print Name) President and Treasurer of  
One Union Corporation, the Manager  
of Ferncroft License Holdings LLC

**For Corporations ONLY**

A true copy attest,



Corporation Clerk's Signature

**William H. Binnie**

(Print Name) Sole Director of One Union  
Corporation, the Manager  
of Ferncroft License Holdings LLC



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*

☐ For Reconsideration

**LICENSING AUTHORITY CERTIFICATION**

Middleton

City/Town

00033-RS-0704

ABCC License Number

**TRANSACTION TYPE (Please check all relevant transactions):**

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

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

**APPLICANT INFORMATION**

Name of Licensee Ferncroft License Holdings LLC

DBA

Members Lounge at Ferncroft Country Club

Street Address 8-10 Village Road

Zip Code 01949

Manager Philip Alexander Leiss

Granted under  
Special Legislation? Yes ☐ No ☒

\$12 Restaurant

Seasonal

All Alcoholic Beverages

Type  
(i.e. restaurant, package store)

Class  
(Annual or Seasonal)

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

If Yes, Chapter  
of the Acts of (year)

**DESCRIPTION OF PREMISES**

Complete description of the licensed premises

The Member's Lounge/Club House and the outdoor areas in and around the pool, tennis courts, golf course and Practice/Putting Green.

**LOCAL LICENSING AUTHORITY INFORMATION**

Application filed with the LLA: Date  Time

Advertised Yes ☐ No ☐ Date Published

Publication

Abutters Notified: Yes ☐ No ☐ Date of Notice

Date APPROVED by LLA

Decision of the LLA

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

For Transfers ONLY:

Seller License Number:

Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission  
Ralph Sacramone  
Executive Director

# Town of Middleton Surplus Properties Public Forum Series

## What's next for these town owned properties?

Sell, retain, preserve, redevelop? We'd like to hear from the residents of Middleton!

### Up next: Council on Aging

38 Maple St. to be discussed at the Tue,  
April 1st, 2025 Select Board Meeting



### Upcoming:

5/20/25 Select Board

Memorial Hall Parcel

48 S. Main St.

-----

6/03/25 Select Board

Locust Street Parcel

-----

6/24/25 Select Board

40 School St.

(Glue Factory)



## OWNERSHIP

MIDDLETON TOWN OF  
MEMORIAL HALL  
48 SOUTH MAIN ST  
MIDDLETON, MA 01949-0000

Occ	Type
-----	------

**PREVIOUS OWNER**

MIDDLETON TOWN OF,  
-0000

## NARRATIVE DESCRIPTION

This parcel contains 0.55675 AC of land mainly classified as Mun Improved with a Govt Bldg building built about 1849, having primarily Clapboard Exterior and 2,274 Square Feet, with 1 Commercial Unit, 4 Half Baths.

## OTHER ASSESSMENTS

Code	Desc	Amt	Comm Int Amt

## PROPERTY FACTORS

Item Code	Item	Code	%
Unit 1A - Seritic	Dis 1	MIDDLETON	.0000
Unit 2DH20 - Danvers H20	Dis 2		
Unit 3MELD - Mild Elec	Dis 3		
Census 2121	Zone 1	1R1A	
F. Haz	Zone 2		
Topo	Zone 3		
Street	HX		
Traffic 3 - Typical			
Exempt			

## LAND SECTION (931)

LUC	LUC Desc	Akt %	Ft.	# Units	Depth
931	Mun Improved		1	20,000	
931	Mun Improved		1	0.09761	
<b>Total ACHA</b>				0.56	<b>Tot</b>

**Disclaimer:** This information is believed to be correct but is subject to change and is not guaranteed.

## MIDDLETON

## IN PROCESS APPRAISAL SUMMARY

Use Code	Building Val	Yard Items	Land Size	Land Val	Total Val
931	338 500	32 400	0.56	374 600	745 500
					745 500
Building Total	338 500	32 400	0.56	374 600	745 500
Parcel Total	338 500	32 400	0.56	374 600	745 500
Source	0 - Mkt Adj Cost	Tot Val SF/Bld	327.84	Tot Val SF/Prd	327.84

## PREVIOUS ASSESSMENTS

Tx Yr	Cat	Use	Bld Value	Yard Items	Land Size	Land Val	Total Aprl	Assessed	Notes	Date
2025	FV	931	338,500	32,500	0.55675	374,600	745,600	745,600	2025/LS 12/13/24	01/03/2025
2024	FV	931	319,400	32,600	0.55675	348,200	700,200	700,200	Year End Roll	12/15/2023
2023	FV	931	319,400	32,700	0.55675	348,200	700,300	700,300	Year End Roll	12/19/2022
2022	FV	931	319,400	32,700	0.55675	281,500	633,600	633,600	Year End Roll	12/30/2021
2021	FV	931	319,400	32,800	0.55675	249,500	601,700	601,700	Year End Roll	12/16/2020
2020	FV	931	319,000	32,900	0.55675	249,500	601,400	601,400	Year End Roll	12/16/2019
2018	FV	931	318,900	33,100	0.55675	224,500	576,500	576,500	Year End Roll	12/21/2017
2017	FV	931	318,900	33,100	0.55675	202,100	555,100	555,100	Year End Roll	12/21/2016
2016	FV	931	318,900	33,200	0.55675	223,300	574,400	574,400	Year End	12/08/2015
2015	FV	931	318,900	33,300	0.55675	188,700	540,900	540,900	Year End Roll	12/18/2014

## SALES INFORMATION

[illegible]

## BUILDING PERMITS

Date	Number	Desc	Amount	Closed	Status	Type	Notes	Last Visit	Date	Result	By
11/09/2023	C23-90	Siding	37,000		C		R & R EXISTING TR		09/03/2024	15	Bradford W Swar
06/08/2020	C20-23	Repairs	9,600		C		frt steps		03/08/2021	3	Bradford W Swar
06/22/2016	C2016-227	Misc Comm	10,000		C		rpl existing deck/rail		07/21/2020	15	Bradford W Swar
06/11/2010	C2010-159	Misc Comm	0		C				07/12/2016	15	Bradford W Swar
10/21/2008	8766	Re-Roof	1,800		C		Slrip & renoif small r		09/04/2008	15	Bradford W Swar
01/29/2008	8471	Alterations	16,375		C		REMODEL KITCHEN		07/10/2006	15	Bradford W Swar
08/10/2007	8320	Alter/Renov	41,800		C		REPAIR & RENOV T		08/01/2003	15	Bradford W Swar
01/11/2006	7786	Addition	0		C		FOUNDATION ONLY		10/24/2002	3	Bradford W Swar
02/06/2003	6801	Manual	24,000	08/01/2003	C		NON RENOV		12/02/1998	2	163
12/29/2000	6135	Re-Roof	7,500	06/29/2001	C			06/29/2001			
08/12/2000	6030	Int Renov	50,000	06/29/2001	C			06/29/2001			

## ACTIVITIES

Date	Result	By
09/03/2024	15	Bradford W Swan
03/08/2021	3	Bradford W Swan
07/21/2020	15	Bradford W Swan
07/12/2016	15	Bradford W Swan
09/04/2008	15	Bradford W Swan
07/10/2006	15	Bradford W Swan
08/01/2003	15	Bradford W Swan
10/24/2002	3	Bradford W Swan
12/02/1998	2	163

### LEGAL DESCRIPTION

Lot Size	
Total Land	20,037.00
Land Unit Type	SF



User Account	
GIS Coord 1	
GIS Coord 2	
Insp Date	09/03/2024
Print Date / Time	3/24/2025 3:30 pm
Last Date / Time	6/19/24 11:20 am
aprio	

## USER DEFINED

PriorID1a
PriorID2a
PriorID3a
PriorID1b
PriorID2b
PriorID3b
PriorID1c
PriorID2c
PriorID3c
Assessor Map

## Sketch

1101

Bath Features			
Full Bath	0	Ring	
Add Full	0	Ring	
3/4 Bath	0	Ring	
Add. 3/4	0	Ring	
1/2 Bath	4	Ring	AV - Average
Add. 1/2	0	Ring	
Other Fix	0	Ring	

## Remodeling

Exterior	
Interior	
Add.	
Kitchen	
Bath	
Plumb	
Electric	
Heating	
General	

Deal Total

Calc Ladder			General
Base Rate	80.00	Depr	102,462
Size Adj	1.23975	Depr'd Total	324,464
Con Adj	1.03433	Juris Ft.	1.0000
Adj Prc	\$102.58	Spec. Features	\$14,000

## Adj Prc

Grade Ft.	1,300.00	Lump Sum	
Other Feat	\$19,500	Final Total	\$338,500
NBH Mod	1,000.00	Override Val	
NBC Infl	1,000.00	Assmnt Ft.	1,000.00
LUC Ft.	1,000.00	Assessed Val	\$338,500
Adj Tot <small>(RCN)</small>	426,926	Total \$/SF	\$148.86
Depr %	24%	Undepr \$/SF	133,35400

## Alt Areas

Gross A.	F. Area	Sz Adj A.	Rate AV	Undepr Val	S. Area	All Type	% Alt	Tenants	Qual	% U
1,626	1,626	1,626	107.71	175,136						
360	360	360	102.58	36,929						
360	288	288	102.58	29,543						
84	0	0	22.76	1,912						
330	0	0	25.65	8,465						
154	0	0	12.79	1,970						
1,656	0	0	35.90	59,450						
4,570	2,274	2,274		313,405						
4,570	2,274	2,274		313,405						

2

Property: 1903 | Bld: 1939 | Seq: 1 | Year: 2026 | Data As Of Date: 03/24/2025 | User: brad | DB: Assess50MiddletonMA

**Jackie Bresnahan**

---

**From:** Brad Swanson  
**Sent:** Monday, March 24, 2025 3:38 PM  
**To:** Jackie Bresnahan  
**Subject:** 38 maple St  
**Attachments:** SKM\_C450i25032415330.pdf; 38 mapl.pdf

See attached information on 38 Maple St

Note: This property and #40 have never been surveyed. Parcel B was more recently surveyed and deeded. There is another rear portion that remains a mystery.

5. The current oil fired boiler supplying steam radiators is very inefficient.
6. Building wiring is inadequate for current needs and requires modernization.
7. The IT infrastructure is not properly located and does not have proper environmental control; in the basement, it is inadequate and has a high potential for equipment loss through water damage.

**OLD TOWN HALL (COUNCIL ON AGING):** The deficiencies of the Old Town Hall in meeting the program may be summarized as follows:

1. Stairs throughout the building do not meet code requirements and are difficult to navigate, especially for persons with limited mobility and vision.
2. A lack of smaller spaces for various activities for the clients.
3. Access to the Elevator on the first-floor level limits the usefulness for programmed activities.
4. There is not enough storage space for the food pantry (some food is stored in a room with the grease trap and ejector pump).
5. Front entry and façade are in deteriorating condition. Front stairs do not meet building code (as well as accessibility).
6. Lack of separation between reception / office areas and function space.
7. While there have been many accessibility improvements, the building has many non-acceptable conditions including; front exterior stairs and entrance, main interior stair, kitchen (on former stage), etc.

## **COUNCIL ON AGING EXISTING CONDITIONS**

The Council on Aging, effectively the Senior Center, is in the former Town Hall and consequently the building is known as 'Old Town Hall'. It was constructed in 1849 making it one of the most historic buildings in Middleton. On the rear of the site is a small brick building, the "Tramp House" built in 1878. The Tramp House is not used by the Senior Center.

The main building was renovated to provide handicapped accessibility to both floors and other limited improvements. The building has ramps on the exterior and interior and an elevator from the basement to the main activity room. The building has a total of 4,489 square feet on two main floors with a small third floor for storage and utility (the third floor is not accessible and is a staff only area for limited storage). The main activity space, located on the second floor, is a nearly double height room with a relatively new kitchen on the raised platform that was previously a stage. While the raised kitchen meets the current limited food service uses, it would not be acceptable for a more intense food service use.

The lower floor is mainly used for activities in the open area, which also is the circulation route from the entrance to the elevator. The lower level provides storage for the Food Pantry and space for mechanical equipment; there is a handicapped accessible toilet room on this floor. The main interior stair is not MAAB compliant and connects all three levels. This stair is very steep and difficult for most any user, especially those with limited mobility. This stair would be considered marginal, or unacceptable, for any public building. Because of the poor stair configuration the elevator is heavily used, limiting the success of using the open area for programs such as exercise, dance and computer training because of circulation to the elevator crossing the open space.

The building appears to be in generally good condition with the exception of the siding and trim on the front façade and stairs. These require renovation/ reconstruction. The main room on the second floor is used for reception, offices, kitchen and the primary activity/dining area.

Particular concerns are the main interior stair and the kitchen, located on the former stage. Floors are in good condition as are walls and ceilings. The exterior and interior have been recently painted with some touchups needed in the basement and areas of heavy use.

Specific Old Town Hall information includes:

1. Building Finishes:
  - 1.1. Flooring: VCT / Carpet / Wood: Good condition.
  - 1.2. Ceiling: ACT / Gypboard: Good condition.
  - 1.3. Walls: Good condition.
2. Windows: Updates to vinyl windows. Some basement windows need to be replaced.
3. Doors / Thresholds: 2
4. Roof: Good condition.
5. Siding: Good condition on sides and back with minor issues. Siding and trim on the front is in need

of repair or replacement.

6. Building Systems:

- 6.1. Fire Protection: No Sprinkler system
- 6.2. Type of HVAC: Forced air furnace with central air
- 6.3. Electrical
- 6.4. Exit signs - Yes
- 6.5. Emergency Lighting - Yes

7. Accessibility:

- 7.1. Stairs: interior
- 7.2. Riser Height (8.5" riser by 10" tread) are not compliant.
- 7.3. Railings – stair railings are not compliant.
- 7.4. Elevator: Lift connecting first and second floors
- 7.5. Handicap Accessible Toilet Rooms: Yes, 1 in basement and two on the first floor
- 7.6. Doors & Accessories (closers, door swing clearance): entrance/ egress hardware on the front entrance needs to be replaced.
- 7.7. Other: Reception desk is not handicapped accessible.

8. Site:

- 8.1. Parking: # of Spaces: 2 Handicap Spots, 22 Spots = 24 spots
- 8.2. Site access (entrance/exit): 2 entrance points for easy drop-off
- 8.3. Potential for growth: No
- 8.4. Location: Good

9. Program:

- 9.1. Change or stay the same: Stay the same with growth
- 9.2. Use as another town function hall
- 9.3. Anything missing in existing program:
  - 9.3.1. Additional parking
  - 9.3.2. More food pantry storage and a separation of this program from the rest of the building.
  - 9.3.3. Multipurpose rooms for activities: dance, art, exercise, smaller private rooms or meeting rooms.
  - 9.3.4. Offices for the staff.
  - 9.3.5. Library – reading/quiet space with a small number of books.

10. Can spaces be converted to fit another program (with or without renovation):

- 11. Yes, but not many other uses. Potential for meeting space and small events that need use of a kitchen.

12. Staff and clients are reasonably content with the building and what it offers in terms of program.

**COUNCIL ON AGING SUMMARY:**

The gross building area is nearly sufficient for the current programs. However, the current program and services offered are limited by the size and configuration of the building, most notably the lack of multiple rooms for simultaneous activities. The square footage is mostly taken by the main hall on the second floor which does not lend itself to being sub-divided for separate activities. The building should be made fully accessible. The steep interior front stair is of particular concern since many users have at least limited mobility issues. The users would benefit from more parking and allow the Council to offer more functions. The site is not large enough for a significant addition that would provide increased program space or alleviate parking considerations.







March 24, 2025

Middleton, MA

1 inch = 50 Feet



**CAI Technologies**  
Precision Mapping. Operational Solutions.

[www.cai-tech.com](http://www.cai-tech.com)



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

named George Packard and acknowledged the above instrument to be his free act and deed:

before me N.W. Harmon, Justice of the Peace.  
Essex Co. Oct 28, 1848. 28 m. before 1. P. M. rec'd by N. W. Fitch &

David Stiles Jr.

to

I know all men by these presents, that

David Stiles Jr.

Jun<sup>r</sup> of Middleton in the County of Essex State of Massachusetts. Blacksmith in consideration of the sum of fifty dollars to me paid by the Inhabitants of said Town of Middleton the receipt whereof I do hereby acknowledge, do hereby give, grant, sell and convey unto the said Inhabitants of Middleton. — a piece

of land situate in said Town of Middleton for which the said Inhabitants have voted a Town

House bounded as follows. beginning on the road

by land of Daniel Brown thence easterly by the road one hundred feet thence Northerly by my land

one hundred twenty nine feet to land of Daniel Richardson thence Westerly by said Richardson's land

to the fence one hundred feet to land of said Daniel Brown thence Southerly by said Brown's land one

hundred twenty nine feet to the first named bound, Reserving to Daniel Richardson, a passage next to said Brown's land according to a

deed from said Richardson to me. The above described premises are for the location of a Town House.

And I Rebecca wife of said David Stiles Jun<sup>r</sup> in consideration of five dollars to me paid by the said

Inhabitants of Middleton do hereby forever quit all claim to doers in the aforesaid premises, To

have and to hold the aforesaid premises to the said Inhabitants of Middleton their heirs and

BK 403  
Pg 201  
10/28/1848

100'

129'

100'

129'

Appears to  
be front  
portion only

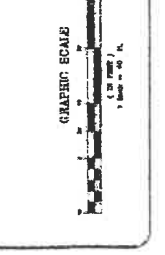
403  
pg 201

assigns to their use and behoof forever. And I do 202.  
 covenant with the said Inhabitants their heirs  
 and assigns that I am lawfully seized in fee of  
 the aforegranted premises; that they are free of all  
 incumbrances; that I have good right to sell and  
 convey the same to the said Inhabitants of  
 Middleton and that I will warrant and defend  
 the same premises to the said Inhabitants of Mid-  
 dleton their heirs and assigns forever, against the law-  
 ful claims and demands of all persons. In wit-  
 ness whereof, we the said David Stiles jun<sup>r</sup> &  
 Rebecca Stiles have hereunto set our hands and  
 seals this twentieth day of October in the year of  
 our Lord one thousand eight hundred and forty eight.  
 Signed, sealed, and delivered, David Stiles jr. seal  
 in presence of Rebecca Stiles. seal  
 E. S. Phelps. Essex, Oct 20, 1848.

Then the  
 above named David Stiles jun<sup>r</sup> acknowledged the above  
 instrument to be his free act and deed.  
 before me E. S. Phelps. Justice of the peace.  
 Essex, Dec. Oct 28, 1848. 25m. before C. D. M. D. J. P. by R. H. French &

I know all men by these presents, That I  
 Samuel Luscomb of Lynn in the County of Essex in con-  
 sideration of one dollar and for other valuable considerations  
 to me paid by Catharine Osborn of said Lynn wife  
 of Robert Osborn, the receipt whereof is hereby ack-  
 nowledged, do hereby grant, bargain, & sell to said Cath-  
 arine Osborn, ———— One wooden building twelve feet  
 by 16 feet, in dimension now standing upon land  
 owned by Israel Buffum, in Lynn aforesaid & occupied  
 by the said Catharine. To have and to hold the  
 said building to said Catharine her heirs and assigns  
 forever

I subscribe  
 to  
 E. Osborn  
 -- (us Rob<sup>t</sup>)





125  
NE

2007123100546 Bk:27432 Pg:9  
12/31/2007 15:17:00 DEED Pg 1/1

**MAPLERIDGE  
CONDOMINIUM UNIT DEED**

Conway Maple Street Realty, LLC, a Massachusetts limited liability company (the "Grantor"), with a business address of 2 Debush Avenue, Unit C-3, Middleton, MA 01949, for nominal consideration grants to the **Inhabitants of the Town of Middleton** (the "Grantee"), a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with town offices located at 48 South Main Street, Middleton, MA 01949

with **QUITCLAIM COVENANTS**

a lot of land identified as **Parcel B** consisting of 4,275 square feet as shown on a plan (the "Plan") entitled "Plan of Land, 42 Maple Street" prepared by McKenzie Engineering Group, Inc., dated October 25, 2007 and recorded with the Essex South District Registry of Deeds herewith.

Grantor hereby releases and extinguishes any and all rights it may have to the twelve (12') foot right of way extending from Maple Street through other property owned by the Grantee to Parcel B.

Grantor hereby restricts the use of the subject property as follows: by acceptance hereof, Grantee acknowledges that it shall work with the Grantor to ensure that any lighting used to illuminate Parcel B will not adversely impact the residents living at the adjacent residential property shown as Lot A on said Plan.

For title see deed recorded with the Essex South District Registry of Deeds in Book 25237, Page 427.

Executed under seal this 31<sup>st</sup> day of December 2007.

Conway Maple Street Realty, LLC

By: 

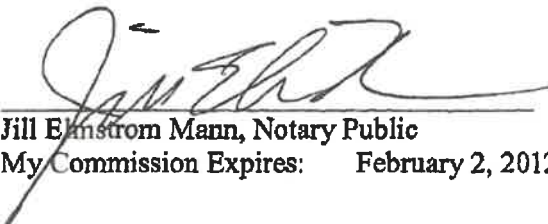
Ralph DiGiorgio, Manager

COMMONWEALTH OF MASSACHUSETTS  
Essex, ss.

On this 31<sup>st</sup> day of December 2007 before me, the undersigned notary public, personally appeared Ralph DiGiorgio, Manager of Conway Maple Street Realty, LLC, proved to me through satisfactory evidence of identification, which was his driver's license, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed it voluntarily for its stated purpose.



JILL E. MANN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
February 2, 2012

  
Jill E. Mann, Notary Public  
My Commission Expires: February 2, 2012



**Council on Aging**  
Old Town Hall  
38 Maple Street  
Middleton, MA. 01949  
978-777-4067  
[www.middletonma.gov](http://www.middletonma.gov)



March 26, 2025

Board of Selectmen  
48 South Main Street  
Middleton, MA. 01949

Re: Middleton Food Pantry Donation

Please add the following donation to your agenda for acceptance by the Board of Selectmen for the Middleton Food Pantry and notify me when the check has been accepted so that it can then be deposited.

Thank you,

*Jillian Smith*

Jillian Smith  
COA Director

A Donation has been made payable to the Middleton Food Pantry:

Date: 2/4/25

Check # 2822

Name Rotary Club of Topsfield, Boxford & Middleton

Donation Amount: **\$1,500.00**

This donor would like to remain anonymous

No XX