



License Transactions:

Applicant: M and C Restaurant Group, Inc. dba Alumni Restaurant

The applicant is seeking a Change of Beneficial Interest and Transfer of Stockholder interest on their All Alcoholic Beverages Restaurant License.

All Departments have signed off on the application.

MOTION to approve the request by M and C Restaurant Group, Inc. for a change of Beneficial Interest from Beverly A. Savioli to Andrea Lynne Donnellan and transfer of stockholder interest from Beverly A. Savioli to Andrea Lynne Donnellan on their All Alcoholic Beverages Restaurant license.

DATED: _____, 2017

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

Teresa M. Burr
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LOCAL LICENSING AUTHORITY REVIEW RECORD

00068-RS-0430

ABCC License Number

Franklin

City/Town

02/06/2017

Date Filed with LLA

TRANSACTION TYPE (Please check all relevant transactions):

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

APPLICANT INFORMATION

Name of Licensee M and C Restaurant Group, Inc.

D/B/A Alumni Restaurant & Bar

ADDRESS: 391 East Central Street

CITY/TOWN: Franklin

STATE

MA

ZIP CODE 02038

Manager Andrea L. Donnellan

Granted under Special Legislation? Yes ☐ No ☒

If Yes, Chapter

of the Acts of (year)

\$12 Restaurant

Type

(i.e. restaurant, package store)

Annual

Class

(Annual or Seasonal)

All Alcoholic Beverages

Category

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

LOCAL LICENSING AUTHORITY DECISION

Please indicate the decision of the Local Licensing Authority:

Approves this Application

Please indicate what days and hours the licensee will sell alcohol:

Mon - Wed: 8:00 AM - 12:00 AM, Thurs - Sat: 8:00 AM - 1:00 AM, Sun: 10:00 AM - 12:00 AM

~~am - 12:00 am~~
NYE closing 2:00A

If Approving With Modifications, please indicate below what changes the LLA is making:

Please indicate if the LLA is downgrading the License Category (approving only Wines and Malts if applicant applied for All Alcohol):

Changes to the Premises Description

Patio/Deck/Outdoor Area
Total Square Footage

Seating Capacity

Indoor Area

Total Square Footage

Number of Entrances

Number of Exits

| Floor Number | Square Footage | Number of Rooms |
|--------------|----------------|-----------------|
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Abutters Notified: Yes ☐ No ☒

Date of Abutter Notification

Date of Advertisement

02/13/2017

Please add any additional remarks or conditions here:

☐ Check here if you are attaching additional documentation

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

Judith Pond Pfeffer
Clerk,

03/01/2017

Date APPROVED by LLA

Franklin Town Council



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

**AMENDMENT APPLICATION FOR A CHANGE OF BENEFICIAL INTEREST OR
TRANSFER/ISSUANCE OF STOCK**

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

1. NAME OF LICENSEE (Business Contact)

M AND C RESTAURANT GROUP, INC.

ABCC License Number

00068-RS-0430

City/Town of Licensee

FRANKLIN

2. APPLICATION CONTACT

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

First Name:

RICHARD

Middle:

R.

Last Name:

CORNETTA

Title:

Attorney

Primary Phone:

508-528-5300

Email:

RICHARD@CORNETTALAW.COM

3. BUSINESS CONTACT

Please complete this section **ONLY** if there are changes to the Licensee phone number, business address (corporate headquarters), or mailing address.

Entity Name:

Primary Phone:

Fax Number:

Alternative Phone:

Email:

Business Address (Corporate Headquarters)

Street Number:

391

Street Name:

EAST CENTRAL STREET

City/Town:

FRANKLIN

State:

MASSACHUSETTS

Zip Code:

02038

Country:

USA

Mailing Address

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

Street Number:

Street Name:

City/Town:

State:

Zip Code:

Country:

**AMENDMENT APPLICATION FOR A CHANGE OF BENEFICIAL INTEREST OR
TRANSFER/ISSUANCE OF STOCK**

4. CURRENT OWNERSHIP (Before Change in Beneficial Interest)

Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license. This pertains to the current licensee (before change in beneficial interest occurs).

| Name | Title / Position | % Owned | Other Beneficial Interest |
|--------------------|------------------|---------|---------------------------|
| BEVERLY A. SAVIOLI | Stockholder | 100 | |
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PROPOSED OWNERSHIP (After Change in Beneficial Interest)

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

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

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

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

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

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

| Name | Title / Position | % Owned | Other Beneficial Interest |
|------------------------|------------------|---------|---------------------------|
| ANDREA LYNNE DONNELLAN | Stockholder | 100 | |
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APPLICANT'S STATEMENT

I, ANDREA LYNNE SAVIOLI the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member
Authorized Signatory

of M AND C RESTAURANT GROUP, INC., hereby submit this application for TRANSFER OF STOCKHOLDER INTEREST
Name of the Entity/Corporation Transaction(s) you are applying for

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

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

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature:

Andrea Lynne Saviole

Date:

12/22/2016

Title:

PRESIDENT

ALCOHOLIC BEVERAGES CONTROL COMMISSION

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

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

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

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

| | | | | | | | | | |
|--------------------|------------------------------------|------------|--------------------------------------|----------------------|---------------------------------|---------------|--------------------------------------|--------|----------------------|
| Salutation | <input type="text" value="MS."/> | First Name | <input type="text" value="BEVERLY"/> | Middle Name | <input type="text" value="A."/> | Last Name | <input type="text" value="SAVIOLI"/> | Suffix | <input type="text"/> |
| Title: | <input type="text" value="Owner"/> | | Social Security Number | <input type="text"/> | | Date of Birth | <input type="text"/> | | |
| Primary Phone: | <input type="text"/> | | Email: | <input type="text"/> | | | | | |
| Mobile Phone: | <input type="text"/> | | Fax Number | <input type="text"/> | | | | | |
| Alternative Phone: | <input type="text"/> | | | | | | | | |

Business Address

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|----------------|---------------------------------------|--------------|--|
| Street Number: | <input type="text" value="391"/> | Street Name: | <input type="text" value="EAST CENTRAL STREET"/> |
| City/Town: | <input type="text" value="FRANKLIN"/> | State: | <input type="text" value="MASSACHUSETTS"/> |
| Zip Code: | <input type="text" value="02038"/> | Country: | <input type="text" value="USA"/> |

Mailing Address

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

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

Types of Interest (select all that apply)

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

Citizenship / Residency Information

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

Criminal History

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

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

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

100

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

Ownership / Interest

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

| Name of Beneficial Interest - Organization | FEIN |
|--|------|
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Other Beneficial Interest

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

| Name of License | Type of License | License Number | Premises Address |
|-----------------|-----------------|----------------|------------------|
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Familial Beneficial Interest

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

| Relationship to You | ABCC License Number | Type of Interest (choose primary function) | Percentage of Interest |
|---------------------|---------------------|--|------------------------|
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Prior Disciplinary Action

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

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

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

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

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

| | | | | | | | | | |
|--------------------|---|------------|-------------------------------------|-------------|--|-----------|--|--------|----------------------|
| Salutation | <input type="text" value="MS."/> | First Name | <input type="text" value="ANDREA"/> | Middle Name | <input type="text" value="LYNNE"/> | Last Name | <input type="text" value="DONNELLAN"/> | Suffix | <input type="text"/> |
| Title: | <input type="text" value="Owner"/> | | Social Security Number | | <input type="text"/> | | Date of Birth | | <input type="text"/> |
| Primary Phone: | <input type="text" value="508-250-0007"/> | | | Email: | <input type="text" value="andrea@alumnibar.comcastbiz.net"/> | | | | |
| Mobile Phone: | <input type="text"/> | | | Fax Number | <input type="text"/> | | | | |
| Alternative Phone: | <input type="text"/> | | | | | | | | |

Business Address

| | | | |
|----------------|---------------------------------------|--------------|--|
| Street Number: | <input type="text" value="391"/> | Street Name: | <input type="text" value="EAST CENTRAL STREET"/> |
| City/Town: | <input type="text" value="FRANKLIN"/> | State: | <input type="text" value="MASSACHUSETTS"/> |
| Zip Code: | <input type="text" value="02038"/> | Country: | <input type="text" value="USA"/> |

Mailing Address

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

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

Types of Interest (select all that apply)

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

Citizenship / Residency Information

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

Criminal History

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

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

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

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

Ownership / Interest

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

| Name of Beneficial Interest - Organization | FEIN |
|--|------|
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Other Beneficial Interest

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

| Name of License | Type of License | License Number | Premises Address |
|-----------------|-----------------|----------------|------------------|
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Familial Beneficial Interest

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

| Relationship to You | ABCC License Number | Type of Interest (choose primary function) | Percentage of Interest |
|-----------------------------|---------------------|--|------------------------|
| BEVERLY A. SAVIOLI (PARENT) | 00068-RS-0430 | STOCKHOLDER | 100% |
| | | | |
| | | | |

Prior Disciplinary Action

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

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

THIS STOCK PURCHASE AGREEMENT, dated as of December 22, 2016, by and among **Beverly A. Savioli**, an individual with a residence at 67 Wildwood Drive, Bedford, Massachusetts, 01730, (referred to as the "Seller"), and **Andrea Lynne Donnellan**, an individual with a residence at 67 Wildwood Drive, Bedford, Massachusetts, 01730, (referred to as the "Buyer"), provides:

WHEREAS, the Seller is the owner of ONE HUNDRED THOUSAND (100,000) SHARES, which equal ONE HUNDRED PERCENT (100%) of the issued and outstanding capital shares of **M AND C RESTAURANT GROUP, INC.** (hereinafter referred to as the "Corporation").

WHEREAS, The Buyer is desirous of purchasing all of the capital shares (ONE HUNDRED THOUSAND (100,000) SHARES) of the Corporation (all herein called "Shares") currently owned by the Seller, under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Purchase of Shares.

1.1 Subject to the terms and conditions of this agreement, the Buyer agrees to purchase, subject to all liabilities, encumbrances, judgments, security interests, pledges, liens, restrictions, attachments, or any other claims of any kind or nature, all of the Seller's right, title and interest to the Shares of the Corporation.

1.2 At the time for performance as anticipated hereunder, the Seller shall execute, endorse and deliver to the Buyer, or its nominee, (i) the stockholder certificates or other instruments, in accordance with the terms of this Agreement, necessary to transfer all right, title and interest in said Shares from the Seller to the Buyer; (ii) the resignation of Seller as an officer and member of the board of directors of the Corporation, unless otherwise requested to so serve in accordance with the bylaws of the corporation; (iii) and further cooperate with the Buyer and the Corporation to remove the Seller's signature authority from any bank, credit and vendor accounts pertaining to the business conducted by the Corporation.

2. Purchase Price. The purchase price for the Shares is FOUR HUNDRED THOUSAND AND XX/100 (\$400,000.00) DOLLARS, to be paid by the Buyer to the Seller as follows:

2.1 The sum of EIGHTY THOUSAND AND XX/100 (\$80,000.00) DOLLARS has been paid/credited in the form of a gift/advance from the Seller to the Buyer as in anticipation of the Buyer's inheritance from the Seller.

2.2 The sum of SEVENTY THOUSAND AND XX/100 (\$70,000.00) DOLLARS, has been paid/credited in the form of a gift/advance from the Seller to the Buyer for the Buyer's past contributions of work equity toward the Corporation.

2.3 At the time for performance, the balance of purchase price, or the principal sum of TWO HUNDRED FIFTY THOUSAND AND XX/100 (\$250,000.00) DOLLARS, shall be represented by a promissory note of the Buyer in favor of the Seller in the form and substance as the Note attached hereto as Exhibit 1.

3. Deposit. [Intentionally Omitted.]

4. Time for Performance. The time for performance shall take place at the offices of Cornetta, Ficco & Simmler P.C., 4 West Street, Franklin, Massachusetts on February 28, 2017, at 11:00 a.m.

5. Seller's Representations: Except and to the extent as is expressly stated herein, the Seller makes no representations and warranties as to the any of the assets owned by the Corporation. The Buyer acknowledges that she has had the opportunity to perform all inspections of the Corporation, its tax returns, financial statements, records and the assets, as she deems necessary. The Seller, to the best of her knowledge, hereby makes the following representations to the Buyer pertaining to the transfer of the Shares hereunder, which representations shall survive for a period of one (1) year following the time for performance as anticipated hereunder:

5.1 That the Seller is the owner of all right, title and interest in and to the Shares free and clear of all liabilities, encumbrances, pledges, restrictions, attachments, judgments, liens, security interests or any other claims of any kind or nature, whether accrued, absolute, contingent or otherwise.

5.2 Prior to the time for performance as anticipated hereunder, the Seller shall not mortgage, pledge, assign, hypothecate, convey or transfer, in any manner, the Shares.

5.3 That there are no suits, petitions, notices or other proceedings pending, given or threatened by any person, agency or governmental official against the Seller that may affect the transfer of the Shares as herein contemplated.

5.4 That the Seller, on behalf of the Corporation, has prepared and filed any and all federal, state or local tax returns which are required to be prepared and filed by the Corporation up to the date of the time for performance as anticipated hereunder, with respect to any tax or taxes, the nonpayment of which would affect the transfer of the Shares as herein contemplated.

5.5 That the Corporation is a duly organized corporation validly existing and in good standing under the laws of the Commonwealth of Massachusetts.

5.6 The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby do not and will not violate or conflict with any provision of the Articles of Organization or By-Laws of the Corporation or violate any federal, state or local law or rule or regulation of any such body or any order, arbitration, award, judgment or decree to which the Corporation is a party or is bound. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the Seller, the Corporation and its shareholders and this Agreement constitutes a valid and binding obligation of the Seller and is enforceable in accordance with its terms.

6. Buyer's Representations. The Buyer, to the best of his knowledge, hereby makes the following representations to the Seller:

6.1 The Buyer represents that he has had an opportunity to perform all inspections of the Corporation, its tax returns, financial statements, records and assets, and is satisfied with the results of such inspections.

6.2 The Buyer will cooperate with the Seller in the preparation of any tax returns of the Corporation for the periods of the Seller's ownership of the Shares, and shall sign any such tax returns on behalf of the Corporation, if necessary, for tax filing for such period of the Seller's ownership of such Shares.

6.3 The Buyer will cooperate with the Seller in the Seller's election, treatment and filing of the transaction as contemplated herein as an installment sale under the provisions of the Internal Revenue Code.

6.4 The Buyer hereby agrees to indemnify Seller and its heirs, beneficiaries, successors and assigns from and against any claims asserted against the Seller for credit, indebtedness, or the like, that may have been extended to the corporation, the payment of which may have been personally guaranteed by the Seller. The Buyer shall be notified promptly, in writing, by the Seller of the assertion of any claim that the Seller seeks indemnification hereunder. Following the execution hereunder, the Buyer agrees to cooperate with the Seller, in order that the Seller may be removed as personal guarantor for any such credit, indebtedness or the like, as aforementioned herein. The terms of this provision shall survive the anticipated performance of this transaction.

7. Buyer's Default. If the Buyer shall fail to fulfill the Buyer's agreements herein, the deposit in the amount of One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars made hereunder by the Buyer shall be delivered to the Seller as liquidated damages and this shall be the Seller's sole remedy at law or in equity, and the Escrow Agent holding such deposit shall forthwith deliver said sum to the Seller, with no further recourse to the parties hereto.

8. Notice. All notices, requests, demands and other communications hereunder shall be in writing, and shall be deemed to have been duly given if delivered by hand, by facsimile transmission, or by mail, first class postage prepaid:

if to the Seller: Beverly A. Savioli

with a copy to: John J. Hickey, Jr., Esq.
Hickey & Luciano
139 East Central Street
Franklin, MA 02038\
Email: jjhicklaw@comcast.net

if to the Buyer: Andrea Lynne Donnellan

with a copy to: Richard R. Cornetta, Jr., Esq.
Cornetta, Ficco & Simmler, PC
4 West Street
Franklin, MA 02038
Email: richard@cornettalaw.com

9. Broker. The parties represent to each other that neither party has contacted any real estate agent or broker, in connection with this transaction, and each party shall indemnify and hold the other harmless against any claims, costs (including attorney fees), suits and liability arising from any broker's claim against either party based upon dealing solely with the other party.

10. Risk of Loss. The Seller assumes all risks of destruction, loss or damage by fire or other casualty up to the date of the time for performance as anticipated hereunder. If the destruction, loss or damage is such that the business of the Corporation is substantially interrupted or curtailed, or if the amount of the damage is reasonably estimated to exceed the sum of \$25,000.00, then the Buyer shall have the option to terminate this Agreement, and all payments made hereunder shall be forthwith returned, and all other obligations of all parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto. If the destruction, loss or damage is such that the business of the Corporation is neither interrupted nor curtailed, the purchase price shall be adjusted by mutual agreement of the Buyer and Seller to reflect such destruction or loss or damage.

11. Seller's Continued Operation. From the date of the execution of this Agreement until the time for performance as anticipated hereunder, the Seller shall:

- 11.1 Continue to carry on its Business in substantially the same manner from the date of the execution of this Agreement until the time for performance as anticipated hereunder.
- 11.2 Maintain its properties and facilities in as good working order and condition as at present, ordinary wear and tear excepted;
- 11.3 Keep in full force and effect present insurance policies or other comparable insurance coverage;
- 11.4 Allow the Buyer to observe and participate in the operation of the business of the Corporation.
- 11.5 Provide the Buyer with a list of the names, addresses, account numbers and telephone numbers for all the Seller's vendors.

12. Miscellaneous.

12.1 Seller and Buyer (hereinafter, together, the "PARTIES") shall cooperate in obtaining all necessary approvals of the shareholder transfer anticipated by this Agreement, as the same may be affected by the on-premises retail all alcoholic beverage/common victualler license (hereinafter referred to as the "LICENSE") used in connection with the business conducted by the Corporation, doing business as the Alumni Restaurant and Bar, at 391 East Central Street, Franklin, Massachusetts, provided that all filing or transfer fees, costs and expenses assessed or imposed by the Alcoholic Beverage Control Commission or the Town of Franklin and associated with such transfer shall be borne solely by the Buyer. For the avoidance of doubt, Buyer shall not pay or otherwise be deemed financially responsible for (a) any taxes assessed against Seller or related to the LICENSE to the extent such taxes apply to a time period prior to the Closing Date (as defined below), (b) costs or expenses incurred by Seller with respect to legal, financial or other advisors to Seller, and (c) any other fees, costs or expenses associated with SELLER's operations. For purposes of this Agreement, the term "BUYER" shall include any person or entity nominated by BUYER to be transferee of the LICENSE from SELLER.

12.2 As soon as practicable following execution of this Agreement by both PARTIES, Buyer shall prepare and file with the Town of Franklin ("LLA") a transfer application ("APPLICATION") on forms provided by the Massachusetts Alcoholic Beverages Control Commission ("ABCC") and the LLA, and the Buyer shall exercise commercially reasonable diligence in acquiring the necessary approvals for the transfer as contemplated by this Agreement. Seller shall sign the APPLICATION and provide a Tax Certificate of Good Standing issued by the Massachusetts Department of Revenue, and thereafter Buyer shall, at its own expense, pursue the approval of the transfer of the shareholder interest as anticipated by this Agreement. It is understood and agreed by the PARTIES, that approval of the share transfer as anticipated by this Agreement by both ABCC and LLA shall be a condition precedent to the obligations of the PARTIES under this Agreement.

12.3 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs or legal representatives.

12.4 This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions and agreements whether written or oral between the parties with respect to the subject matter. This Agreement may not be amended in whole or in part unless consented to in writing by the parties hereto.

12.5 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.6 The article headings contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation of this Agreement.

12.7 In case any one or more of the provisions contained in this Agreement shall be invalid, the legality and enforceability of such provisions in all other respects and of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

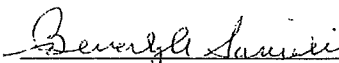
12.8 This Agreement is being delivered and is intended to be performed in the Commonwealth of Massachusetts, and shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

NOTICE This is a legal document that creates binding obligations. If not understood, consult an attorney.

IN WITNESS WHEREOF, parties hereto have set their hands and seals and executed this Agreement as of the date first written above.

SELLER:

BUYER:


Beverly A. Savioli


Andrea Lynne Donnellan

Exhibit 1

NOTE

Date: February 28, 2017

Franklin, Massachusetts

\$250,000.00

1. BORROWER'S PROMISE TO PAY

I, **Andrea Lynne Donnellan**, of 67 Wildwood Drive, Bedford, Massachusetts, 01730, the undersigned, promise to pay the sum of **TWO HUNDRED FIFTY THOUSAND AND XX/100 DOLLARS (U.S. \$250,000.00)** (this amount is called "principal"), to the order of **Beverly A. Savioli**, of 67 Wildwood Drive, Bedford, Massachusetts, 01730 (hereinafter referred to as the "Lender"). I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Commencing on the date of this Note through the Maturity Date (as defined below), interest on the unpaid principal balance of this Note shall accrue at a rate of **TWO AND 04/100 (2.04%)** percent per annum.

3. PAYMENT TERMS

(A) Amount, Time and Place of Payments

Commencing on April 1, 2017 and on the like day of each month thereafter through the Maturity Date (as defined below), I shall make an installment payment of principal and interest. Each such installment payment shall be in the amount of **FOUR THOUSAND THREE HUNDRED EIGHTY-SIX AND 32/100 (\$4,386.32) DOLLARS**. In all events and under all circumstances, unless sooner paid, the aggregate of the then unpaid principal balance hereof plus all accrued and unpaid interest hereon and any unpaid liabilities shall be paid on the February 28, 2022 (the "Maturity Date"). All payments to be made at 67 Wildwood Drive, Bedford, Massachusetts, 01730, or at a different place if required by the Note Holder.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, we will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of our monthly payment unless the Note Holder agrees in writing to those changes.

5. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(B) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid. That date must be at least 90 days after the date on which the notice is delivered or mailed to me.

(C) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of the Note Holder's costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

6. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at 67 Wildwood Drive, Bedford, Massachusetts, 01730, or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing the notice by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

7. OBLIGATIONS OF PERSONS UNDER THIS NOTE

I am the only maker of this Note so therefor am the only party responsible for repayment.

8. WAIVERS

I, the undersigned, waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

9. CHOICE OF LAWS

I have delivered this Note to the Lender in The Commonwealth of Massachusetts, and agree and acknowledge that the Note shall be governed by the Laws of The Commonwealth of Massachusetts, and shall take effect as a sealed instrument. I hereby submit to the jurisdiction of the court of The Commonwealth of Massachusetts for all purposes with respect to this Note, any collateral given to secure my liabilities, obligations and indebtedness to the Lender.

WITNESS the hand and seal of the undersigned.

Witness: _____

By: _____
Andrea Lynne Donnellan

M AND C RESTAURANT GROUP, INC
SECRETARY'S CERTIFICATE

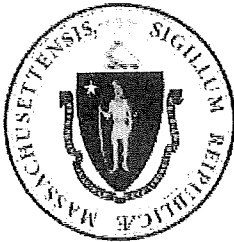
The undersigned, as the Secretary of **M AND C RESTAURANT GROUP, INC.**, a corporation duly organized under the laws of the Commonwealth of Massachusetts with a principal place of business at 391 East Central Street, Franklin, Massachusetts 02038 (the "Corporation"), hereby certifies and states to the **Town Council of the Town of Franklin, Massachusetts**, and the **Massachusetts Alcoholic Beverages Control Commission**, in connection with the On Premises Retail All Alcoholic Beverage Restaurant License, ABCC No. 043000068, (the "License"), the following.

1. Attached hereto as Exhibit A is a true, correct and complete copy of the Certificate of Organization of the Company, as filed on June 1, 2009 with the Secretary of the Commonwealth of Massachusetts, and the same has not been amended, modified or terminated and remains in full force and effect as of the date hereof.
2. Attached hereto as Exhibit B is a true, correct and certified Certificate of Good Standing for the Corporation issued as of a recent date by the Secretary of the Commonwealth of Massachusetts.
3. Attached hereto as Exhibit C is a true, correct and complete copy of the certificate of vote of the Corporation; I further certify that by unanimous written consent of the directors of the Corporation by majority vote of the directors of the Corporation at a meeting duly called and held on December 22, 2016 votes in the form of Exhibit C attached hereto were duly adopted, authorizing the execution, delivery and performance by the Corporation of the applications, petitions and all related documents relative to the License (collectively referred to as the "License Documents"); such vote of the directors of the Corporation has not been modified, amended or revoked and is in full force and effect on the date hereof; and no other action on the part of the Corporation is necessary to authorize the Corporation's execution, delivery and performance by the Corporation of the License Documents.
5. I further certify that as of this date the following are the current duly elected and acting officers of the Corporation who are authorized pursuant to the attached votes: President: Andrea Lynne Donnellan; Treasurer: Beverly A. Savioli; Secretary/Clerk: Andrea Lynne Donnellan.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this day, December 22, 2016.


Andrea Lynne Donnellan, Secretary

EXHIBIT A
ARTICLES OF ORGANIZATION



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

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

Federal Employer Identification Number: 270278117 (must be 9 digits)

ARTICLE I

The exact name of the corporation is:

M AND C RESTAURANT GROUP, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

TO ENGAGE IN THE BUSINESS OF PURCHASING, LEASING, OPERATING AND SELLING RESTAURANT ASSETS OF ALL KINDS; CONSULTING IN THE MANAGEMENT OF RESTAURANTS, FOOD AND DRINK ESTABLISHMENTS; ACQUISITION, SALE, LEASING AND DEVELOPMENT OF REAL ESTATE FOR RESTAURANT AND ENTERTAINMENT PROPERTIES. TO ENGAGE IN ANY ACTIVITY, WITHIN OR OUTSIDE OF THE UNITED STATES, THAT IS LAWFUL IN THE JURISDICTION WHERE CONDUCTED.

ARTICLE III

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

| Class of Stock | Par Value Per Share Enter 0 if no Par | Total Authorized by Articles of Organization or Amendments | | Total Issued and Outstanding Num of Shares |
|----------------|--|---|-----------------|--|
| | | Num of Shares | Total Par Value | |
| CNP | \$0.00000 | 250,000 | \$0.00 | 50,000 |

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

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

NONE.

ARTICLE V

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

NONE.

ARTICLE VI

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

(A) ALL CORPORATE POWERS OF THE CORPORATION SHALL BE EXERCISED BY THE BOARD OF DIRECTORS EXCEPT AS OTHERWISE PROVIDED BY LAW. IN FURTHERANCE AND NOT IN LIMITATION OF THE POWERS CONFERRED BY STATUTE, THE BOARD OF DIRECTORS IS EXPRESSLY AUTHORIZED TO MAKE, AMEND OR REPEAL THE BY-LAWS OF THE CORPORATION IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY LAW OF THE BY-LAWS REQUIRES ACTION BY THE STOCKHOLDERS, AND SUBJECT TO THE POWER OF THE STOCKHOLDERS TO AMEND OR REPEAL ANY BY-LAW ADOPTED BY THE BOARD OF DIRECTORS. (B) THE CORPORATION MAY BE A PARTNER IN ANY BUSINESS ENTERPRISE WHICH IT WOULD HAVE POWER TO CONDUCT BY ITSELF. (C) THE CORPORATION SHALL INDEMNIFY ITS DIRECTORS UNDER MASSACHUSETTS GENERAL LAWS CH. 156D, SECTION 8.51, AND ELIMINATE OR LIMIT THE PERSONAL LIABILITY OF ITS DIRECTORS UNDER MASSACHUSETTS GENERAL LAWS CH. 156D, SECTION 2.02(B)(4), TO THE EXTENT PERMISSIBLE UNDER SUCH SECTIONS, AND AS IF EACH SECTION WERE FULLY STATED HEREIN. (D) THE CORPORATION IS ORGANIZED AS A SMALL BUSINESS CORPORATION WITHIN THE MEANING OF AND IN COMPLIANCE WITH THE TERMS OF SECTION 1244 OF THE INTERNAL REVENUE CODE OF THE UNITED STATES, AS AMENDED, WITH ALL OF THE OBLIGATIONS AND BENEFITS THEREOF AND INCIDENTAL THERETO. (E) ANY DIRECTOR, OFFICER, SHAREHOLDER OR EMPLOYEE MAY, WITH THE CONSENT OF A MAJORITY OF THE DIRECTORS, HAVE A DIRECT OR INDIRECT INTEREST IN ANY CONTRACT OR DEALING WITH THE CORPORATION. THE FACT OF THIS INTEREST WILL NOT AFFECT THE VALIDITY OF SUCH CONTRACT OR DEALING.

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name

of the initial registered agent at the registered office:

Name: CASEY RICHARD
No. and Street: 391 EAST CENTRAL STREET
City or Town: FRANKLIN State: MA Zip: 02038 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

| Title | Individual Name First, Middle, Last, Suffix | Address (no PO Box) Address, City or Town, State, Zip Code |
|-----------|--|---|
| PRESIDENT | CASEY RICHARD | 68 WINDSOR ROAD SO. WEYMOUTH, MA 02190 USA |
| TREASURER | CASEY RICHARD | 68 WINDSOR ROAD SO. WEYMOUTH, MA 02190 USA |
| SECRETARY | CASEY RICHARD | 68 WINDSOR ROAD SO. WEYMOUTH, MA 02190 USA |
| DIRECTOR | CASEY RICHARD | 68 WINDSOR ROAD SO. WEYMOUTH, MA 02190 USA |

d. The fiscal year (i.e., tax year) of the corporation:
December

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

RESTAURANT OPERATION

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

No. and Street: 391 EAST CENTRAL STREET
City or Town: FRANKLIN State: MA Zip: 02038 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 391 EAST CENTRAL STREET
City or Town: FRANKLIN State: MA Zip: 02038 Country: USA

which is

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

Signed this 1 Day of June, 2009 at 3:54:20 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

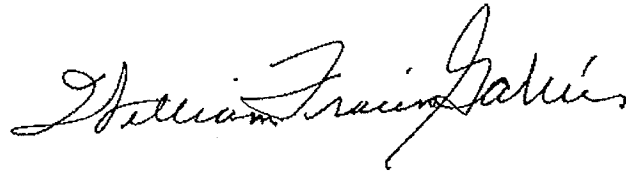
CASEY RICHARD

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

June 01, 2009 3:53 PM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

EXHIBIT B

CERTIFICATE OF GOOD STANDING



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

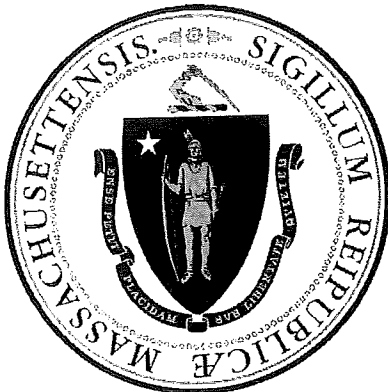
Date: February 02, 2017

To Whom It May Concern :

I hereby certify that according to the records of this office,

M AND C RESTAURANT GROUP, INC.

is a domestic corporation organized on **June 01, 2009** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 17020048220

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:

EXHIBIT C

CERTIFICATE OF VOTE


The directors now in office of the M AND C RESTAURANT GROUP, INC. (the "Corporation"), do hereby consent to the adoption of the Votes set forth below, at a duly called meeting of the Board of Directors of the Corporation, adopt the votes set forth below which shall be treated for all purposes as votes of the Board of Directors, as fully as if the same had been duly presented to and adopted at a duly called and held meeting of the said Board.

VOTED: That the President, Treasurer or Secretary, and each agent of the Corporation, namely Andrea Lynne Donnellan, who shall be in possession of a written authorization (made pursuant to the terms of this Vote) from the President, Treasurer or Secretary of the Corporation, be and are hereby authorized and directed for and in the name of and on behalf of the Corporation to duly execute and file the following documentation with the Town Council of the Town of Franklin and the Alcoholic Beverage Control Commission in connection with the On Premises Retail All Alcoholic Beverage Restaurant License, ABCC No. 043000068 (the "License"), including but not limited to: (i) Amendment Application For Change of Beneficial Interest; (ii) Monetary Transmittal Form; (iii) Beneficial Interest – Individual Forms; (iv) and any and all related documentation that the President and Treasurer shall deem appropriate in order to effectuate the aforementioned changes on the Corporation's behalf.

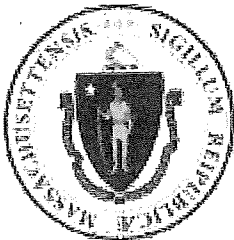
VOTED: That the President, Treasurer or Secretary, and each agent of the corporation, who shall be in possession of a written authorization (made pursuant to the terms of this Vote) from the President, Treasurer or Secretary of the Corporation, be and they are hereby authorized and directed for and in the name of and on behalf of the corporation to execute, certify, prepare and deliver such other instruments, documents, certificates and papers all of which certificates, instruments, documents and agreements shall be in such form and contain such terms and provisions as may be approved by the President, Treasurer or Secretary of the Corporation, in their sole and absolute discretion, and that the signature of the President, Treasurer or Secretary appearing on any such agreement, instrument, certificate or document shall be conclusive evidence of its having been deemed necessary or appropriate and ratified and approved by these votes and this Corporation and of its binding effect upon this Corporation, and to take any and all such other action as he, she or they shall deem necessary or appropriate to carry out the intent of the foregoing vote, and if requested or required, the President, Treasurer or Secretary is authorized to affix the corporate seal thereto and may attest the same and the execution by any one or more of them of any such other instrument, document, certificate or paper or the doing of any such act

or thing shall be conclusive evidence of his, her or their determination in that respect and his, her or their approval of the form, terms and conditions thereof;

VOTED: That the President, Treasurer or Secretary or any other officer of this Corporation be, and hereby is authorized to certify to the Bank the names of the present and future officers of this Corporation and other persons, if any, authorized to sign and act for it and the offices respectively held by them together with the specimens of their signatures.


Beverly A. Savioli, Director


Andrea Lynne Donnellan, Director



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Annual Report

(General Laws, Chapter 156D, Section 16.22; 950 CMR 113.57)

Identification Number: 270278117

1. Exact name of the corporation: M AND C RESTAURANT GROUP, INC.

2. Jurisdiction of Incorporation: State: MA Country:

3,4. Street address of the corporation registered office in the commonwealth and the name of the registered agent at that office:

Name: ANTHONY L. SAVIOLI
No. and Street: 391 EAST CENTRAL STREET
City or Town: FRANKLIN State: MA Zip: 02038 Country: USA

5. Street address of the corporation's principal office:

No. and Street: 391 EAST CENTRAL STREET
City or Town: FRANKLIN State: MA Zip: 02038 Country: USA

6. Provide the name and addresses of the corporation's board of directors and its president, treasurer, secretary, and if different, its chief executive officer and chief financial officer.

| Title | Individual Name First, Middle, Last, Suffix | Address (no PO Box) Address, City or Town, State, Zip Code |
|-----------|--|---|
| PRESIDENT | ANDREA LYNNE DONNELLAN | 391 EAST CENTRAL ST. FRANKLIN, MA 02038 USA |
| TREASURER | BEVERLY A. SAVIOLI | 391 EAST CENTRAL ST. FRANKLIN, MA 02038 USA |
| SECRETARY | ANTHONY L. SAVIOLI | 391 EAST CENTRAL ST. FRANKLIN, MA 02038 USA |
| DIRECTOR | SAME THREE ABOVE | SAME SAME, MA 02038 USA |

7. Briefly describe the business of the corporation:

RESTAURANT OPERATION

8. Capital stock of each class and series:

| Class of Stock | Par Value Per Share Enter 0 if no Par | Total Authorized by Articles of Organization or Amendments <i>Num of Shares</i> | <i>Total Par Value</i> | Total Issued and Outstanding <i>Num of Shares</i> |
|----------------|--|---|------------------------|---|
| CNP | \$0.00000 | 250,000 | \$0.00 | 50,000 |

9. Check here if the stock of the corporation is publicly traded: ☐

10. Report is filed for fiscal year ending: 12/31/ 2015

Signed by ANDREA LYNNE DONNELLAN, its PRESIDENT
on this 14 Day of March, 2016

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