License Transactions:



Applicant: Contractor & Sons, Inc d/b/a Lincoln Street Market

The applicant is seeking a Transfer of the All Alcoholic Beverages package Store license from Moksh, LLC d/b/a Dacey's Market from 345 Lincoln Street to 465 Lincoln Street and to approve the License Manager, Pramod R. Contractor.

All Departments have signed off on this application.

MOTION to approve the request by Contractor & Son, Inc. for a transfer of the All Alcoholic Beverages package Store license from Moksh, LLC d/b/a Dacey's Market from 345 Lincoln Street to 465 Lincoln Street and to approve the License Manager, Pramod R. Contractor.

DATED:, 2	019
/	VOTED:
	UNANIMOUS
	YES NO
A True Record Attest:	ABSTAIN
	ABSENT
	RECUSED
Teresa M. Burr	
Town Clerk	
	Glenn Jones, Clerk
	Franklin Town Council

LAW OFFICES

CORNETTA, FICCO & SIMMLER, P.C.

ATTORNEYS AT LAW 4 WEST STREET FRANKLIN, MASSACHUSETTS 02038

RICHARD R. CORNETTA, JR.

Voice (508) 528-5300 Fax (508) 528-5555

August 6, 2019

IN HAND FILING

Mr. Tom Mercer, Chairman Town of Franklin 355 East Central Street Franklin, MA 02038 ATTN: Mr. Jaimie Hellen

Re: Application for Transfer/Change Location/Pledge of §15 Package Store License

Applicant: CONTRACTOR & SON, INC.

Premises: 465 Lincoln Street, Franklin, Massachusetts

Dear Chairman Mercer:

Please be advised that this firm is legal counsel to CONTRACTOR & SON, INC., doing business as the LINCOLN STREET MARKET, in the application for transfer, change of location, pledge of Massachusetts General Laws, Chapter 138, §15 All Alcoholic Beverage Off Premise Package Store License and other ancillary licenses and approvals.

Enclosed please find the following in application for the aforementioned, to wit:

- 1. Common Victualer Application;
- 2. Application for New License ABCC MA Retail Alcoholic Beverages License Application Form;
- 3. Certificate of Good Standing and/or Tax Compliance from Department of Revenue for MOKSH, LLC (Transferor);
- 4. Business Certificate;
- 5. Certificate of Compliance with State Laws;
- 6. Worker's Compensation Insurance Affidavit;
- 7. Personal Massachusetts Criminal Record Request Form for Pramod R. Contractor:
- 8. TIPS Certificate of Completion for Pramod Contractor;
- 9. Personal Massachusetts Criminal Record Request Form for Krunal Contractor;

- 10. Copy of Massachusetts Drivers Licenses for Pramod R. Contractor and Krunal Contractor;
- 11. Copy of Lease for 465 (a/k/a 455) Lincoln Street, Franklin, Massachusetts between the Contractor Realty, LLC and Contractor & Sons, Inc.;
- 12. Copy of Asset Purchase Agreement dated May 29, 2019 between Moksh, LLC and Contractor & Sons, Inc.;
- 13. Copy of Floor Plan of licensed premises (2 pages);
- 14. Secretary's Certificate (including Articles of Organization, Bylaws and Certificate of Good Standing);
- 15. Rockland Trust Commitment Letter; and
- 16. Evidence of electronic payment of \$200.00 payable to the Commonwealth of Massachusetts; and
- 17. Request for Abutters List (Applied For)

Kindly schedule this public hearing for the next available agenda before the Town Council. Kindly provide this office a copy of the proposed notice of public hearing prior to publication.

Please direct all inquiries and communication pertaining to this matter directly to our office. Thank you for your attention to this matter.

Very truly yours,

Richard R. Cornetta, Jr.

Encl.

Common Victualer Application

Town of Franklin

Town Administrator Tel: (500) 520-4949



Fax: (508) 520-4903

Dear Applicant:

To apply for a <u>Common Victualer Restaurant License</u> you will need to complete an interactive application and forms on the Alcohol Beverage Control Commission's web site at https://www.mass.gov/alcoholic-beverages-retail-licenses, forms must be printed out and delivered to the Local Licensing Authority. The Local License authority for the Town of Franklin is the Town Council.

Application and forms should be mailed or delivered to:

Town Administrator's Office Municipal Building, 3rd Floor 355 East Central Street Franklin, MA 02038

The Town Council will review your application at an advertised public hearing. They meet twice a month. Once all the paperwork is in order, we will determine and inform you of a hearing date you will then place a legal advertisement with Milford Daily News. The applicant is responsible for payment of the legal advertisement.

Abutters must be notified by certified mail within (3) three days after publication of the legal notice. A list can be obtained from our Assessors Office (see-attached form). For purposes of an alcohol license application, an abutter is a person whose property directly touches the proposed premises. (Not required for a license transfer unless the location is changing.)

Churches, synagogues, hospitals and public or private elementary or secondary schools located within 500 feet of the proposed premises must also be notified.

Approval of an application by the Town Council is only the first step in the license process. The ABCC must also approve the license. In addition, Proof of Mandatory Liquor Liability Insurance (See attached) is required before we issue you the license.

The annual fee for a Wine and Malt License is \$1500 and the fee for an All Alcohol License is \$2500.

Please call the Town Administrator's Office if you have any questions.



Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
Telephone: (617) 727-3040
Fax: (617) 727-1258

Kim S. Gainsboro

ALCOHOLIC BEVERAGES CONTROL COMMISSION ADVISORY MANDATORY LIQUOR LIABILITY INSURANCE

On May 28, 2010 the legislature amended M.G.L. c. 138, §12 by requiring existing licensees and applicants for alcoholic beverages licenses issued under M.G.L. c. 138, §12, to have a MINIMUM AMOUNT OF MANDATORY LIQUOR LIABILITY INSURANCE COVERAGE. Effective August 26, 2010, no license under M.G.L. c. 138, §12 shall be issued or renewed until the applicant or licensee provides proof of mandatory insurance coverage by filing a certificate of insurance in a form acceptable to the local licensing authority ("LLA"). As a result, applicants for §12 licenses must provide proof of insurance coverage under a liquor legal liability insurance policy for bodily injury or death for a minimum amount of \$250,000 on account of injury to or death of 1 person, and \$500,000 on account of any 1 accident resulting in injury to or death of more than 1 person as a condition to receive a license. Existing §12 licensees, which include any entities wishing to transfer a license, must provide proof of insurance coverage under a liquor legal liability insurance policy for bodily injury or death for a minimum amount of \$250,000 on account of injury to or death of 1 person, and \$500,000 on account of any 1 accident resulting in injury to or death of more than 1 person as a condition to renew a license.

Although LLA's retain the discretion to set the amount of insurance coverage required pursuant to M.G.L. c. 138, §64A for §12 licensees that are repeat offenders in selling or serving alcoholic beverages to under-age or intoxicated individuals, they **DO NOT** have the discretion to increase the minimum amount of insurance coverage required by this new law. Moreover, LLA's should be aware that licensees have the ability to appeal an action of the LLA in requiring insurance pursuant to M.G.L. c. 138, §64A and that after hearing, the ABCC, retains the discretion to modify this amount pursuant to M.G.L. c. 138, § 67.

As a result of this amendment, the ABCC will be revising the renewal applications for calendar year 2011 to ensure compliance with this new LIQUOR LIABILITY INSURANCE law. Individuals with questions concerning this Advisory may contact the ABCC at 617-727-3040 x 31.

(Issued July 27, 2010)

Town of Franklin 355 East Central Street

Franklin, MA 02038



COMMON VICTUALER APPLICATION (Select all that apply) NEW/ANNUAL FEE: ☐ \$2,500 ALL ALCOHOL, ☐ \$1,500 WINE & MALT, □ \$500 LICENSE MODIFICATION(Changes to Alcohol Licenses) □\$125: RESTAURANT

Date: 7/19/2019
Business Owner: PRAMOD R. CONTRACTOR First Middle Initial Last
Address: 31 PARTRIDGE WAY HOLLISTON 01746 Telephone #: 251-709-7100 Town/City zip Email Address: LINCOLNSTREETMARKET455@GMAIL.COM
Name of Business: LINCOLN STREET MARKET
Business Location: 465 LINCOLN STREET, FRANKLIN, MA Telephone #: 251-709-7100
Corporation Name: (If applicable) _ CONTRACTOR & SONS, INC.
Address: 465 LINCOLN STREET FRANKLIN 02038 FID #
Manager Name:PRAMODR.CONTRACTORFirstMiddle InitialLast
Address: 31 PARTRIDGE WAY, BELLINGHAM, MA 02019
Date of Birth: Social Security Number:
Enclose Manager Resume that includes duties performed at each location.
Description of premises: ONE STORY BUILDING; THREE POINTS OF EGRESS/ENTRANCE;
Sq. Footage 2,597 # of Tables # of Seats Type of Restaurant
Hours of Operation: I hereby state that all information provided on this application is true and accurate.
Applicant signature: Common Victualer Licenses are issued in conformity with the authority granted by General Laws, Chapter 140 and amendments thereto. All licenses expire December 31 of each year.
Page 1 of 3

The Town Administrator's office upon receipt will forward copies of all applications to the following departments for their review and recommendations.
Police Chief (508-528-1212) Shall initiate a background check of the proposed manager and review the application to determine if, in his opinion, any public safety hazard would exist by reason of the location or the
hours of operation. Signoff: Yes/No □ N/A Conditions:
Fire Chief (508-528-2323) or his designate, Shall review and examine the proposed business location to determine if, in their opinion, any public safety hazard would exist by reason of the location, and that the proposed premises meets all fire safety regulations. Signoff: Yes/No □ N/A Conditions:
Building Inspection (508-520-4926) Shall examine and review the proposed business location to determine if, in their opinion, any public safety hazard would exist by reason of the location, and that the proposed premises meet all building safety regulations and building codes. Signoff: Yes/No □ N/A Conditions:
Zoning Officer (508-520-4926) Shall examine and review proposed business location to determine if it conforms to all zoning regulations and bylaws. Signoff: Yes/No □ N/A Conditions:
Board of Health (508-520-4905) Shall examine and review proposed business location to determine if, the premises meets and conforms to the provisions of the State Sanitary Code and any local regulations of the Board of Health and that all necessary health permits have been obtained. Signoff: Yes/No □ N/A Conditions:
Treasurer's Office (508- 520-4950) Shall examine their records to see that all taxes and fees due to the Town of Franklin are up to date for both the applicant and owner of property to be used for proposed business. Signoff: Yes/No □ N/A Conditions:
Each of Departments Shall make whatever recommendations it deems necessary to the Town Administrator's office (508-520-4949) after review of such application, recommending such measures or restrictions on the issuance of any license as may be necessary to protect the public peace, health, safety or general welfare of the community.
LICENSE APPROVED – Condition (s)
□ DECLINED – Reason (s)
DATE
TOWN ADMINISTRATOR SIGNATURE:
Page 2 of 3

The following documents must be submitted with application:

- 1. Business Certificate You will first need to obtain an approved business verification form from our Building/Inspection/Zoning office. Submit this form to the **Town Clerk's Office** and request a business certificate. Offices are located on the first floor of the Municipal Building Fee \$40 good for four-years.
- 2. Floor Plan of business premises
- 3. Menu
- 4. Certificate of Compliance with State Laws, completed and signed
- 5. Workers' Compensation Insurance Affidavit, completed and signed with a certificate of insurance attached

Additional documents that must be submitted to our office before a license will be issued:

- 1. Food Establishment Permit Issued by the Health Department- Please visit them to pickup forms and to determine the health codes you will need to meet. The Office is located on the first floor of the Municipal Building.
 - Fees- seating 1-49 \$150.00 OR seating 50+ \$175.00
- 2. Certificate of Occupancy Issued by the Building/Inspection/Zoning office, located on the first Floor of the Municipal Building Fee \$100.
- 3. **Signs** Building Permits for signs are issued by Building/Inspection Department. Sign will need to be approved by the Design Review Commission. After Design Review approval, you will need to obtain a Building permit for the sign.

ADDITIONAL INFORMATION YOU NEED TO KNOW

- All taxes, fees and other monies owed to the Town of Franklin must be up to date before license will be issued. This includes the property taxes for the proposed licensed premises.
- Renovations -If you are doing renovations, visit our Building/Inspection/Zoning office to determine what permits are needed.
- Change of Use If the previous business at your proposed location was not a food establishment, you will need to confirm that restaurants are allowed in that zone. Also, you may need additional approval for the change of use.

INSPECTIONS

License will not be issued until premises are inspected and the responsible office has signed off. The Applicant is responsible to schedule the appointments with the following offices:

Building/Inspection/Zoning	508-520-4926
Board of Health	508-520-4905
Fire Department	508-528-2323

Information and Instructions

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

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

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

Applicants

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

City or Town Officials ...

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

The Office of Investigations would like to thank you in advance for your cooperation and should you have any questions please do not hesitate to give us a call.

The Department's address, telephone and fax number:

The Commonwealth of Massachusetts Department of Industrial Accidents Office of Investigations 600 Washington Street

Boston, MA 02111

Tel. # 617-727-4900 ext 406 or 1-877-MASSAFE Fax #617-727-7749 www.mass.gov/dia

Application for New License - ABCC MA Retail Alcoholic Beverages License Application Form



The Commonwealth of Massachusetts Alcoholic Beverages Control Commission 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358 www.mass.gov/abcc

APPLICATION FOR A TRANSFER OF LICENSE

	Municipality FRAN	IKLIN				
ON INFORMA	TION Plea	lae of Invent	orv ·	☐ Change of Class		
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Operating Agreemer	11					
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ASSIFICATION	INFORMATION	_				
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§15 Package S	tore		All Alcoholic	Beverages	Annual	
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5. CURRENT OFFICERS, STOCK	OR OWNER	SHIP INTER	REST			
Transferor Entity Name MOKSH, LLC		,	By what means is the license being transferred?	he Purch	ase	
List the individuals and entities of the cur	rent ownership.	Attach addition		utilizing the	e format be	elow.
Name of Principal		Title/Position	, ,		Percentag	e of Ownership
SWETAL PATEL		MANAGER/MI	EMBER		100%	
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Name of Principal	Residential Add			SSN		DOB
KRUNAL P. CONTRACTOR	31 PARTRIDGE	WAY, HOLLISTO	N, MA 01746			
Title and or Position		of Ownership	Director/ LLC Manag	er US Citize	en	MA Resident
TREASURER and CLERK	None		○ Yes	○ Yes	No	
Name of Principal	Residential Add	ress		SSN		DOB
PRAMOD R. CONTRACTOR	31 PARTRIDGE	WAY, HOLLISTO	N, MA 01746			
Title and or Position		e of Ownership	Director/ LLC Manag	er US Citiz	en – — .	MA Resident
PRESIDENT, DIRECTOR, SOLE SHAREHOI		•		(Yes	○ No	● Yes ○ No
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6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...) DOB SSN **Residential Address** Name of Principal Director/LLC Manager US Citizen **MA Resident** Percentage of Ownership Title and or Position O Yes O No OYes ONo OYes ONo DOB SSN Residential Address Name of Principal MA Resident Director/LLC Manager US Citizen Percentage of Ownership Title and or Position O Yes O No OYes ONo O Yes O No DOB SSN **Residential Address** Name of Principal MA Resident Percentage of Ownership Director/LLC Manager US Citizen Title and or Position OYes ONo O Yes O No OYes ONo Additional pages attached? **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. MANAGEMENT AGREEMENT Yes No Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement. 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 If yes, list in table below. Attach additional pages, if interest in any other license to sell alcoholic beverages? Yes ⊠ No □ necessary, utilizing the table format below. Municipality License Name License Type Name OFF PREMISES SEC 15 PRAMDAKSH, INC. Holliston, MA Pramod R. Contractor **6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE** Has any individual or entity identified identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below. Municipality License Name License Type Name

	, list in table below. Attach add				uspension, revo	ocation or car	ncellation
Date of Action	Name of License	City		neason for s	usperision, reve	ocution or car	
			<u> </u>				
. CORPORATE	STRUCTURE			*			
ntity Legal Structure	Corporation		Date o	f Incorporati	on Jun 14, 201	8	
tate of Incorporation	n Massachusetts		Is the Co	rporation pu	blicly traded?	○ Yes ⑥) No
	W. O. S. D. C. M. C. C.						
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ease complete all fi	elds in this section. Please prov	ride proof of legarocc	uparicy or t	ne premises.			
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a If loacing or re		a is required.					
	nting the premises, a signed copy	of the lease is required.		·			
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A. Purchase Price for Real Estate	e N/A						
3. Purchase Price for Business A	ssets \$200,000	0.					
C. Other* (Please specify)	N/A		*Other: (i.e. Costs associated with License Transaction in but not limited to: Property price, Business Assets, Reno				
D. Total Cost	\$200,000.00		costs, Construction costs, Initial Start-up specify other costs):"	p costs, Inventory costs, or			
SOURCE OF CASH CONTRIBU	TION of available funds (F	a Banko	r other Financial institution Statements, Ban	ık Letter, etc.)			
	Contributor	ig. barne of	Amount of Contribu	ution			
PRAMOD R, CONTRACTOR			\$40,000.00				
			14 Viscouring Manager				
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		The Mark Thomas I English Share at 1872			
		Tota		\$40,000.00			
Dianca provide cidned financing							
Please provide signed financing Name of Lender	Amount		Type of Financing	Is the lender a licensee pursuan to M.G.L. Ch. 138.			
	w.	TERM CO	Type of Financing OMMERCIAL NOTE				
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Name of Lender	Amount	TERM CO		to M.G.L. Ch. 138. Yes No Yes No			
Name of Lender	Amount	TERM CO		to M.G.L. Ch. 138. Yes No Yes No Yes No			
Name of Lender ROCKLAND TRUST	\$160,000.00		OMMERCIAL NOTE	to M.G.L. Ch. 138. Yes No Yes No Yes No			
ROCKLAND TRUST FINANCIAL INFORMATION Provide a detailed explanation	\$160,000.00 of the form(s) and so	ource(s) of	f funding for the cost identified above.	to M.G.L. Ch. 138. Yes No Yes No Yes No Yes No			
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	JENALI	<u>LICATION</u>		2			*	
A. MANAGER IN	IFORMATIO	<u>N</u>						
The individual	that has b	een appointed	to manag	ge and co	ntrol the licensed l	ousiness and	l premises.	
		Pramod R. Contra			Date of B		SSN	· · · · · · · · · · · · · · · · · · ·
Residential Add	dress	31 Partridge Way	Holliston	, MA 0174	6			
Email		lincolnstreetmarl	et455@g	mail.com	Ph	one 251-70	9-7100	
Please indicate	how many	hours per week y	ou intend	to be on t	he licensed premise	s 50		
B. CITIZENSHIP	/BACKGROU	JND INFORMATIO	N					·
Are you a U.S. C	Citizen?*						nager must be a	
If yes, attach or	ne of the fol	lowing as proof o	f citizensh	nip US Pas	sport, Voter's Certific	cate, Birth Cer	tificate or Natura	lization Papers.
Have you ever	been convi	cted of a state, fec	leral, or m	ilitary crim	ne? O Yes	⊚ No	A 1 (and pages if possessing
If yes, fill out th utilizing the fo	e table bel	ow and attach an	affidavit p	oroviding t	the details of any and	d all convictio	ns. Attach additio	onal pages, if necessary,
Date		nicipality		Char	ge		Disposition	on .
	• 22	No. 10 Company of the			***************************************			10.
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C. EMPLOYMEN	NT INFORM	ATION Coyment history. A	ttach add	itional pag	es, if necessary, utili	zing the form	at below.	2
C. EMPLOYMEN Please provide Start Date	NT INFORM your empl End Date	ATION oyment history. A Positi			es, if necessary, utili Employer		Supe	ervisor Name
Please provide	your empl	oyment history. A			es, if necessary, utili Employer AMDAKSH, INC in Ho		Supe	ervisor Name d R. Contractor
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ADDITIONAL INFORMATION

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APPLICANT'S STATEMENT

I, PRAMO	DD R. CONTRACTOR the: sole proprietor; partner; corporate principal; LLC/LLP manager
CONT	RACTOR & SONS, INC.
of	Name of the Entity/Corporation
hereby Beverag	submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic ges Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.
Applica	eby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the tion, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. r submit the following to be true and accurate:
(1)	I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
(2)	I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
(3)	I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
(4)	I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
(5)	I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
(6)	I understand that all statements and representations made become conditions of the license;
(7)	I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
(8)	I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
(9)	I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
(10)	I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.
	Signature: Date: 07/18/2019
	Title: PRESIDENT

36

CORPORATE VOTE

				CONTRACTOR &	SONS, INC.		
	The Board of Dir	rectors o	r LLC Managers of	f L	Entity Name		•
	duly voted to ap	ply to th	e Licensing Autho	ority of FRANKLIN		and the	
	Commonwealth	of Mass	achusetts Alcoho	lic Beverages Co	City/Town ontrol Commission o	n Date of Mee	ting
For	the following trar	nsactions	(Check all that ap	pply):			
	New License Fransfer of License Change of Manager Change of Officers/ Directors/LLC Managers "VOTED: To aut to sign the appl do all things rec	Altera Chang (LLC N Truste	PRAMOD R. CONTRAC	CTOR Change of Category Issuance/Transfe	se Type (i.e. club / restaurant) Jory (i.e. All Alcohol/Wine, Malt) er of Stock/New Stockholder	Pledge of Collater	erating Agreement
	"VOTED: To ap	point	PRAMOND R. CONTR		uor License Manage	er	
	premises descr therein as the l	ibed in t licensee	he license and au	thority and cont way have and e	ith full authority and trol of the conduct of exercise if it were a n	natural person	
	A true copy att	test,	j.		For Corporations A true copy atte		
	Corporate Office	cer /LLC I	 Manager Signatur	re	Corporation Cler	k's Signature	
	(Print Name)		· · · · · · · · · · · · · · · · · · ·		Print Name)	ASTMOD B	2072.

TRANSFER OF LICENSE

To apply for a transfer of alcoholic beverages retail license, you will need the following:

- DOR Certificate of Good Standing This must be obtained by the seller, not the buyer.
- DUA Certificate of Compliance This must be obtained by the seller, not the buyer.
- Transfer Application
- Business Structure Documents
 - If Sole Proprietor, Business Certificate
 - If partnership, Partnership Agreement
 - If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth
- **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- Manager Application
- Purchase and Sales Agreement
- Proof of Citizenship for the proposed Manager of Record.
- Vote of the Corporate Board
- Supporting Financial Records for all financing and or loans, including pledge documents, if applicable.
- Legal Right to Occupy, a lease or deed.
- Floor Plan
- Advertisement
- Monetary Transmittal Form
- \$200 Fee paid online through our online payment link: ABCC PAYMENT WEBSITE
- Payment Receipt
- Additional information, if necessary, utilizing the formats provided and or any affidavits.
- Management Agreement, if applicable

Please Note: You may be requested to submit additional supporting documentation if necessary.

ADDENDUM A

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

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

ntity Name			ership in Entity being L the entity being licens	
	Residential Address		SSN	DOB
Name of Principal	nesidelitiai Addiess			
	Percentage of Ownership	Director/ LLC Manag	」 ∟ Jer US Citizen	MA Resident
Title and or Position	referringe of ownersp	○Yes ○No	○Yes ○No	○Yes ○No
	Residential Address	O les Ollo	SSN	DOB
Name of Principal	Nesideritial Address			
		Director/ LLC Manag	aer IIS Citizen	MA Resident
Title and or Position	Percentage of Ownership			Yes ONo
		Yes No	Yes No	DOB
Name of Principal	Residential Address		SSN	
		Di /// CM	J L	MA Resident
Title and or Position	Percentage of Ownership	:		1
		○ Yes ○ No	Yes No	O Yes O No DOB
Name of Principal	Residential Address		SSN	7
			J L	
Title and or Position	Percentage of Ownership	Director/ LLC Manag	ger US Citizen	MA Resident
	= 9	○ Yes ○ No	○ Yes ○ No	O Yes O No
Name of Principal	Residential Address		SSN	DOB
·				
Title and or Position	Percentage of Ownership	Director/ LLC Mana	ger US Citizen	MA Resident
		O Yes O No	○Yes ○No	OYes ONo
L Name of Principal	Residential Address		SSN	DOB
Name of Fincipal				*
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Title and or Position	Percentage of Ownership	O Yes O No	O Yes O No	O Yes O No
		Oles Ollo	0.100 0.10] [
	* v			
CDIMINIAL LIICTODY				
CRIMINAL HISTORY	bove ever been convicted of a State, Fed	deral or Military Crime	?	○Yes ○No
If yes, attach an affidavit provid	ding the details of any and all convictions	S.		



The Commonwealth of Massachusetts Alcoholic Beverages Control Commission 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358 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.

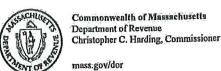
ECRT CODE: RETA Please make \$200.00 payment here: ABCC PAYMENT WEBSITE PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE **PAYMENT RECEIPT** ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) CONTRACTOR & SONS, INC. **ENTITY/ LICENSEE NAME** ADDRESS 465 (AKA 455) LINCOLN STREET STATE MA **ZIP CODE** |02038 CITY/TOWN FRANKLIN For the following transactions (Check all that apply): Change Corporate Structure (i.e: Corp / LLC) | Change of Location New License Change of Class (i.e. Annual / Seasonal) Pledge of Collateral (i.e. License/Stock) | Transfer of License Alteration of Licensed Premises Change of License Type (i.e. club / restaurant) Management/Operating Agreement Change Corporate Name Change of Manager Change of Category (i.e. All Alcohol/Wine, Malt) Issuance/Transfer of Stock/New Stockholder Change of Hours Change of Ownership Interest Change of Officers/ Directors/LLC Managers (LLC Members/LLP Partners, Change of DBA Other

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

Trustees)

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

Certificate of Good Standing and/or Tax Compliance from Department of Revenue for MOKSH, LLC (Transferor)



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



<u>ՈւրբեՍիիՈւթիՈրի</u>աՄերեդիակընայիին MOKSH LLC 7 CHESTNUT WAY METHUEN MA 01844-2692

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, MOKSH LLC 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 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

- Review or update your account
- Contact us using e-message

and b. Glor

- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief

Collections Bureau

Business Certificate



Town of Franklin, MA Department of the Town Glerk 355 East Central Street, Franklin, MA 02038

Date Issued: July 10, 2019 Record #: Certificate #:

BUSINESS VERIFICATION CERTIFICATE

In conformity with the provisions of Chapter 110, Section 5 of the General Laws, as amended, the undersigned hereby declare(s) that a business under the title of:

Lincoln Street Market

is conducted at:

465 LINCOLN ST

by the following person:

FULL NAME

Pramod Contractor

RESIDENCE

46 Chestnut St, Bellingham, MA 02019

A certificate issued in accordance with this section shall be in force and effect for four years from the date of issue and shall be renewed each four years thereafter so long as such business shall be conducted and shall lapse and be void unless so renewed.

Expiration Date: 07-10-2023

Business Owner Signature #1

Business Owner Signature #2

True Attest Copy Teresa M. Burr - Town Clerk

To learn more, scen this barcode or visit franklinma.viewpointcloud.com/#/records/41234



Certificate of Compliance with State Laws



CERTIFICATE OF COMPLIANCE WITH STATE LAWS

Pursuant to M.G.L Chapter 62C, Sec 49A, and M.G.L. Ch. 151A, Section 19A, the undersigned acting on behalf on the License Holder, certifies under the penalty of perjury that, to the best of the undersign's knowledge and belief, the License Holder is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support*.

** Signature of Individual or Corporate License Holder (Mandatory)

*** License Holder's Social Security Number/or Federal Identification Number

Date: 07/18/19 By: Downson Corporate Officer (Mandatory, if applicable)

*The provision in the Attestation of relating to child support applies only when the License Holder is an individual.

**Approval of or a renewal of a license will not be granted unless this certification clause is signed by the applicant. For all corporations, a certified copy of the vote of the Board of Directors must be provided.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a license or other agreement issued, renewed or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, section 49A.

Worker's Compensation Insurance Affidavit



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111
www.mass.gov/dia

www.mass.gov/dia
Workers? Compensation Insurance Affidavit: General Businesses

Applicant Information	Please Print Legibly
Business/Organization Name: CONTRACTOR & S	SONS, INC.
Address: 465 (AKA 455) LINCOLN STREET	
	Phone #: 251-709-7100
Are you an employer? Check the appropriate box: 1.	12. Other
I am an employer that is providing workers' compensation insur-	ance for my employees. Below is the policy information.
Insurance Company Name:	
Insurer's Address:	
City/State/Zip:	
Policy # or Self-ins. Lic. #	Expiration Date:
Attach a copy of the workers' compensation policy declaration	page (showing the policy number and expiration date).
Failure to secure coverage as required under Section 25A of MGL fine up to \$1,500.00 and/or one-year imprisonment, as well as civi of up to \$250.00 a day against the violator. Be advised that a copy Investigations of the DIA for insurance coverage verification.	of this statement may be forwarded to the Office of
I do hereby certify, under the pains and penalties of perjury that	the information provided above is true and correct.
Signature: Salabain.	Date: 7/18/2019
Phone #: 251-709-7100	
Official use only. Do not write in this area, to be completed by	city or town official.
City of Town.	mit/License #
Issuing Authority (circle one): 1. Board of Health 2. Building Department 3. City/Town C 6. Other	lerk 4. Licensing Board 5. Selectmen's Office Phone #:
Contact Person:	

Personal Massachusetts Criminal Record Request Form for Pramod R. Contractor



Commonwealth of Massachusetts Alcoholic Beverages Control Commission 95 Fourth Street, Suite 3 Chelsea, MA 02150

CORI REQUEST FORM

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

ADCC LICENCE INFORM	MATION
ABCC NUMBER: 430	CITY/TOWN: FRANKLIN
APPLICANT INFORMA	TION
LAST NAME: CONTRA	MIDDLE NAME: R
MAIDEN NAME OR ALI	IAS (IF APPLICABLE): PLACE OF BIRTH: India
DATE OF BIRTH:	SSN: ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NA	AME: DRIVER'S LICENSE #: STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT: 6 WEIGHT: 208 EYE COLOR: Brown
CURRENT ADDRESS:	31 Partridge Way
CITY/TOWN:	Holliston STATE: MA ZIP: 01746
FORMER ADDRESS:	46 CHESTNUT STREET
CITY/TOWN:	Bellingham STATE: MA ZIP: 02019
PRINT AND SIGN	
PRINTED NAME:	Pramod R. Contractor APPLICANT/EMPLOYEE SIGNATURE:
NOTARY INFORMATI	ON Pramod B Contractor
On this Thursd	day, 18 July, 2019 before me, the undersigned notary public, personally appeared Pramod R. Contractor
(name of document	t signer), proved to me through satisfactory evidence of identification, which were
to be the person w	whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily
its stated purpose.	
	NOTARY
VISION USE ONLY	NOTARY NOTARY R. COMMINGENIES OF THE PROPERTY OF THE PROPERT





TIPS Certificate of Completion for Pramod Contractor

extilicate of Completion

This Certificate of Completion of eTIPS Off Premise 3.0

For coursework completed on July 18, 2019 provided by Health Communications, Inc. is hereby granted to:

Pramod Contractor

Certification to be sent to:

31 Partridge Wav Holliston MA, 01746-2646 USA



KALIN COMPANIENTED NO

Manual Court of the Court of th

Personal Massachusetts Criminal Record Request Form for Krunal Contractor

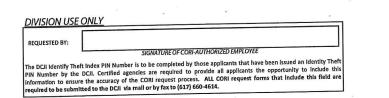


Commonwealth of Massachusetts Alcoholic Beverages Control Commission 95 Fourth Street, Suite 3 Chelsea, MA 02150

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ABCC LICENSE INFORMA	TION						7 [
ABCC NUMBER: 430 (IF EXISTING LICENSEE)		LICENSEE NAM	E: CONTRACTOR	& SONS, INC.			CITY/TOWN:	FRANKLIN
APPLICANT INFORMATION	ON					_		
LAST NAME: CONTRACT	TOR		FIRST NAME:	KRUNAL		M	IDDLE NAME: P.	
MAIDEN NAME OR ALIAS	S (IF APPLICABLE	:):			PLACE OF BII	RTH: B	SARDOLI, INDIA	
DATE OF BIRTH:		SSN:			ID THEFT IN	DEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAM	ΛE:	ι	DRIVER'S LICENSE	#: /		ST	TATE LIC. ISSUED:	Massachusetts
GENDER: MALE	HEIG	энт: 6		WE	IGHT: 208		EYE COLOR:	BLACK
CURRENT ADDRESS:	31 PARTRIDGE V	VAY						
CITY/TOWN:	HOLLISTON			STATE: MA		ZIP:	01746	
FORMER ADDRESS:	46 CHESTNUT ST	TREET						
CITY/TOWN:	BELLINGHAM	,		STATE: MA	(ZIP:	02019	
			, i				*	
PRINT AND SIGN PRINTED NAME: K	(RUNAL P. CC	ONTRACTOR	APPLICANT/	EMPLOYEE SIGN	IATURE:	FR	strates	>
L								a a
NOTARY INFORMATION	N					<u> </u>		
On this Thursday	y, 18 July, 20	19 befor	re me, the unde	rsigned notary	public, pers	onally a	ppeared KRUN	NAL P. CONTRACTOR
(name of document signer), proved to me through satisfactory evidence of identification, which were								
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.								
	s *						NOTARY	





Copy of Lease for 465 (a/k/a 455) Lincoln Street, Franklin, Massachusetts between the Contractor Realty, LLC and Contractor & Sons, Inc.

COMMERCIAL LEASE AGREEMENT

Contractor Realty LLC, his successors, heirs or assigns, (hereinafter "Landlord") hereby demises and leases to Contractor & Sons Inc. (hereinafter "Tenant") the Premises located at 465 Lincoln Street, Franklin, MA 02038 ("Premises").

Landlord leases to Tenant the Premises for an original term of five (5) years, with the option to extend for three (3) five-year extension periods at mutually agreed upon terms under the terms outlined below in paragraph 17. Tenant shall provide Landlord with written notice of its intent to exercise its right to extend the lease, in each instance, 180 days prior to the expiration of the original and any extended term of the lease.

Base Rent:

Tenant agrees to pay Landlord as base rent for the Premises the amount of \$4,000.00 per month for the first sixty (60) monthly rental payment, payable in advance, on the first day of each month, beginning on July 1, 2019.

This is a so called "Triple Net Lease". In addition to the Base Rent the Tenant shall also pay a pro-rata share of real estate taxes, insurance and maintenance. Until further notice from Landlord rent payments shall be made to Landlord on the first of each month at its principal place of business stated herein. Initial Triple Net costs are estimated at \$800/month.

Use:

- (a) Tenant shall use the Premises as a liquor store and all uses reasonably incidental thereto, provided any such use is permitted under applicable Federal, State and Municipal laws, ordinances and regulations.
- **Utilities** Landlord shall have no obligation to provide utilities or equipment other than the utilities and equipment serving the Premises as of the commencement date of this lease.

Landlord's Warranty:

- (a) Landlord represents and warrants to Tenant that Landlord has the lawful right and authority to enter into this Lease for the entire term hereof. Tenant shall obtain all licenses, permits, and/or other authority required to operate his business described in Paragraph #3 above and Landlord agrees to cooperate and assist Tenant in obtaining same but shall have no obligation to incur any monetary obligation related to same.
- (b) Landlord covenants and agrees that Tenant, upon performance of the obligations under this Lease, shall peaceably and quietly have, hold and enjoy the Premises throughout the original term of this Lease.

Assigning and Subletting: 6.

Tenant may not assign or sublet the Premises or any part thereof without prior written consent of Landlord, which consent shall not be unreasonably withheld.

Repairs and Maintenance: 7.

Landlord shall not have any obligation to make any repairs, alterations or replacements to the Leased Premises or any part thereof except as hereinafter provided. Throughout the term of this Lease, Tenant covenants and agrees to maintain the premises and all additions and improvements made upon them in such repair, order and conditions the same are in at the commencement of said term or may be put in by Landlord or Tenant during the continuance thereof, reasonable wear and tear, damage by fire or any other casualty or taking by eminent domain. Without limiting the generality of the foregoing, Tenant shall be responsible, at its sole expense, to: provide regular maintenance to the entire premises and all HVAC components and equipment, hot water heaters and other equipment serving the Premises, provide janitorial and cleaning services; remove snow and ice from the Leased Premises, including the roof and walkways immediately adjacent to the Leased Premises; sand, repaint interior and exterior surfaces; and replace broken glass with glass of the same kind and quality, and provide its own security system, if desired, and rubbish removal. All contractors performing work on the premises shall obtain all required permits, whether Federal, State or Municipal, prior to commencing said repairs and maintenance, and shall be responsible for obtaining required inspections. Landlord shall be responsible for repairs and maintenance to the roof and exterior and interior structural walls. Tenant shall be responsible for trash and all snow and ice removal on the Leased Premises.

Damage or Destruction:

If the Premises shall be damaged or destroyed by fire or other cause, the same shall be repaired or replaced or restored to the condition the same were in immediately preceding such fire or other cause by, and at the expense of, Landlord, but only to the extent that Landlord has received insurance proceeds sufficient therefore and the base rent, additional rent and any other charges shall, until such repairs have been made, be abated as to the part of the Premises which is unusable by Tenant on a just and equitable basis. Such repairs shall be made promptly subject to reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord and for delay on account of labor troubles or any other cause beyond Landlord's control. Landlord shall not be liable for any inconvenience or annoyance to tenant or injury to the business Tenant resulting from delays in repairing such damage, except that Landlord agrees to use commercially reasonable efforts to procure such insurance proceeds and to repair such damage expeditiously, and except that Landlord shall not unreasonably interfere with Tenant's business in making such repairs. If the Premises are totally damaged or are rendered wholly untenable by fire or other cause so that they cannot reasonably be expected to be restored or rebuilt within a twelve (12) month period, either Landlord or Tenant may within thirty (30) days of the occurrence of such damage, terminate this Agreement upon fourteen (14) days' prior notice in writing to the other. Notwithstanding anything to the contrary in this Agreement contained, if Landlord shall not have in fact completed repair of such damage within twelve (12) months from the occurrence of such fire or other casualty, Tenant may terminate this Agreement by written notice to Landlord and thereafter this Agreement shall be of no further force or effect. Upon the termination of this Agreement under the conditions herein provided for, Tenant's liability for rent accruing thereafter shall cease as of the day following the casualty. Landlord shall not be obligated to expend funds to repair or replace the Premises in an amount in excess of the insurance proceeds received as a result of such damage or destruction.

9. Insurance:

in a secretary with the

- (d) Tenant at its own cost and expense shall provide and maintain:
 - (i) public liability insurance having a minimum per occurrence limit of One Million (\$1,000,000.00) Dollars amount against all claims which may be brought for bodily injury, death or damage to property of third persons. Said policy(s) shall name Landlord as insured; and
 - (ii) workers' compensation insurance or insurance required by similar employee benefit acts.
 - (iii) Tenant shall continuously keep its fixtures, merchandise, equipment and other personal property from time to time located in, on or about the Premises, and all leasehold improvements to the Premises constructed or installed by the Tenant insured against loss or damage by fire and such perils included within ISOCP10-30 "Special Form" in amounts equal to the full replacement cost thereof.

10. Eminent Domain:

- (a) In the event of any taking for any public or quasi-public use by exercise of the right of eminent domain or by deed in lieu thereof between Landlord and those having the authority to exercise such right (hereinafter called "Taking") of the whole of the Premises then this Lease and the term hereof shall cease and expire as of the date of such Taking and the base rent and any additional rent and all other charges paid for a period after such Taking shall be refunded to Tenant upon demand.
- b) In the event of a taking of a substantial part of the Premises or in the event of a taking so as to prevent or substantially prevent adequate access to Premises, either party may elect to terminate this Lease by giving notice of termination to the other on or before the date which is ninety (90) days after receipt by Tenant of notice that the taking or denial or diminishing of access or termination of the Tenant's Lease shall have occurred. Upon the date specified in such notice of termination this Lease and the term hereof shall cease and expire and the base rent and any additional rent and all other charges paid for a period after such Taking shall be refunded to Tenant upon demand.
- (c) If this Lease is not terminated as aforesaid then the award or payment for the Taking shall be paid to and used by the Landlord for restoration as hereinafter set forth and Landlord shall promptly commence and with due diligence continue to restore the Premises remaining after the taking shall be paid to and used by Landlord for restoration as hereinafter set forth Premises remaining after the taking to substantially the same condition and tenantability as existed immediately preceding the taking. During the period of any restoration, the base rent, additional rent, and other charges shall be abated justly and equitably. Nothing herein contained shall be deemed or construed to prevent either Landlord or Tenant from enforcing or prosecuting a claim for the value of its respective interest in any condemnation proceedings.
- (d) Tenant's right to recover damages in case of any taking, shall not be affected, prejudiced, restricted or limited whether or not this Agreement has been terminated because of such taking or is subject to termination. Nothing herein contained shall prohibit Tenant (in

addition to the foregoing) from interposing and prosecuting in any condemnation proceedings, independent of any claim of Landlord, claims for which the Tenant may be entitled to recover.

Mortgages: 11.

(a) This Lease shall be subject and subordinate in all respects to any mortgages which encumbers the Premises, from time to time, and each and every of the advances which have heretofore been made or which may hereafter be made thereunder, and to all renewals, modifications, consolidations, replacements and extensions thereof. In confirmation of such subordination, Tenant shall execute promptly, without cost or charge, any instruments or certificates that Landlord or any mortgagee may require.

(b) Landlord shall make all payments required to be made under the provisions of any mortgage or underlying lease affecting the Premises; if Landlord is in default of any such mortgage or underlying lease, Tenant shall have the right, but not the obligation, to cure such default and to deduct the cost thereof from the base rent and any additional rent or other charges becoming due under this Lease or to require the payment of such cost from Landlord upon

demand.

Tenant's Covenants: 12.

In addition to all other covenants and agreements of Tenant contained herein, Tenant hereby covenants with Landlord that Tenant during the said term and for such further time as it shall hold the Premises or any part thereof will pay all charges for heat, water, gas, electricity, sewerage, and all other utilities services used for the Premises; will save Landlord harmless from all loss and damage occasioned by the use of water in or escape of water from the Premises or by the bursting or cracking of the water pipes, including the sprinkler system, if any, except for such loss or damage as is caused by the negligence or willful misconduct of Landlord, its agents, employees, servants or contractors; at the expiration of said term will remove its goods and effects and those of all persons claiming under it and will peaceably yield up to Landlord the Premises and all additions and improvements made upon them (except those which Tenant is permitted to remove hereunder) and leave them clean and in such repair, order and condition as the same are in at the commencement of said term or may be put in by Landlord or Tenant during the continuance thereof, reasonable wear and tear and damage by fire or any other casualty or takings excepted; will not commit any nuisance on the Premises; will not overload the Premises, will not carry on any business, trade or occupation upon the Premises or make any use thereof which shall be unlawful or offensive or contrary to any law or ordinance for the time being in force; will not do any act or thing upon the Premises which will make them uninsurable against fire, and if such premiums are increased, Tenants shall pay the amount of such increase; and will kept the Premises equipped with all safety appliances required by law or ordinance, or any order or regulation of any public authority because of the use made of the Premises; except only for the foundation and structural walls of the building on the Premises, repairs to which are to be made by Landlord, will make all repairs, alterations, and replacements so required will procure any authorizations or licenses required for Tenant's use or repair of the Premises, and Landlord or its agents may, during the term during normal business hours and with Tenant's prior approval which approval Tenant agrees not to unreasonably withhold or delay (or at any time in the event of an emergency), enter to view the Premises and make repairs or improvements, but Landlord will not be required to do so, except as otherwise expressly provided in this Lease; and Landlord may show Premises to others at mutually agreeable times during normal business hours, and at any time during normal business hours within one hundred eighty (180) days before the expiration of the term, and may affix to any suitable part of the exterior of the Premises a notice of reasonable size for letting or selling the Premises and keep the same as affixed without molestation by Tenant.

Tenant's Default: 13.

If any sum or sums due as rent or additional rent as herein provided and set forth or any part thereof shall be unpaid when due for a period of thirty (30) days, or if Tenant shall violate or be in material default in its observances or performance of any of its covenants herein contained, except default in the payment of base rent or additional rent, and shall have failed to take and prosecute appropriate steps to remedy such breach or default within thirty (30) days after written notice of such breach or default has been given by Landlord to Tenant, or if the estate hereby created shall be taken on execution or other process of law and shall not be redeemed for thirty (30) days after Landlord shall have given Tenant written notice of such taking, or if Tenant be declared bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, then, and in each of the said cases (after expiration of the aforesaid thirty (30) day period, if applicable), Landlord lawfully may (notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) immediately or at any time thereafter while such default or other stipulation aforesaid continues and without further demand or notice enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of its former estate and expel Tenant and those claim through or under it and remove its effects (forcibly if necessary) without being deemed guilty of any manner to trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid this Lease shall terminate and Tenant covenants that in case of such termination under the provisions of statute by reason of the default of Tenant, Tenant will forthwith pay Landlord as damages a sum equal to the amount by which the base rent, additional rent, and other payments called of hereunder of the remainder of the original term or of any extensions thereof, and in addition thereto, will during the remainder of the original term of any extensions thereof pay to Landlord on the 1st day of each calendar month the difference, if any, between rental which would have been due for such month had there been no such termination and the sum of the amount being received by Landlord as rent from occupants of the Premises, if any, and the applicable pro-rated amount of the damage previously paid to Landlord, Landlord hereby agreeing to use commercially reasonable efforts to minimize damages. Notwithstanding the provisions above in this Paragraph 13, in the event that Tenant fails to pay any rent or part thereof which remains unpaid for ten (10) days after it became due, then Tenant shall pay as additional rent a late charge in the amount of 5% of the amount due and owing.

14. Signs:

Tenant shall have the right to install, maintain and replace, at its own cost and expense, after the prior written approval of Landlord such signs on the Premises as it determines, which approval shall not be unreasonably withheld, provided the same shall be in compliance with all laws, orders, rules, ordinances and regulations of all governmental authorities having jurisdiction thereof. Tenant agrees not to use any advertising media that shall be deemed objectionable to Landlord such as loud speakers, phonographs or radio broadcast in a manner to be heard outside the boundary lines of the Premises. Tenant shall not install any exterior lighting or plumbing fixtures, shades or awnings or any exterior decorations or painting, or build any fences or make any changes to the exterior of the Premises without Landlord's consent.

Landlord's Interest: 15.

- (a) Landlord reserves the right to assign or transfer any and all of its rights, title and interest under this Lease, including but not limited to, the benefit of all covenants of the Tenant hereunder. Notwithstanding anything contained in this Lease to the contrary, it is specifically understood and agreed that the obligations imposed upon Landlord hereunder shall be binding upon Landlord and Landlord's successors in interest only with respect to breaches occurring during Landlord's successors' respective ownership of Landlord's interest hereunder, and Landlord and its said successors in interest shall not be liable for acts and occurrences arising from and after the transfer of their interest as Landlord hereunder.
- (b) If all or any part of Landlord's interest in this Lease shall be held by a trust at any time or times, no trustee, shareholder or beneficiary of said trust shall be personally liable for any of the covenants or agreements, express or implied, hereunder; the Landlord's covenants and agreements shall be binding upon the trustees of said trust as trustee, as aforesaid, and not individually and shall be binding upon the trust estate. Nothing contained in the foregoing shall limit or restrict Tenant's rights to obtain injunctive relief against Landlord.
- (c) Landlord shall have no authority to be a part of Tenant's negotiations with suppliers, negotiating of contracts or personal property leases, nor any other aspect of the operation of the fuel station and/or convenience store. Tenant shall have sole and absolute discretion and authority with regard to the contracts it enters into, including the negotiation of all terms of said contract.
- (d) Tenant agrees from time to time to look only to Landlord's interest in the Premises for satisfaction of any claim against Landlord hereunder and not to any other property or assets of Landlord.

16. Indemnification:

Tenant shall indemnify and defend Landlord and save Landlord harmless from any and all claims of whatever nature for injury or damage to persons or property in or about the Premises or in any common area unless caused by the negligence or willful conduct of Landlord or its employees, agents or contractors.

17. Options to Extend:

Tenant shall have the option to extend the term of this Lease on the same terms contained herein, for three (3) additional five-year terms. Base Rent during such extended terms shall be increased by \$1,000.00 per month from the prior term, payable in advance, on the first day of each month.

WITNESS the execution hereof under seal this 64 day of June 2019

Contractor Realty LLC

Contractor & Sons Inc.

Contrator

Prontrodos

Copy of Asset Purchase Agreement dated May 29, 2019 between Moksh, LLC and Contractor & Sons, Inc.

ASSET PURCHASE AGREEMENT

This agreement made this I day of May 2019, between Moksh LLC a
Massachusetts company with a principal office at 7 Chestnut Way, Methuen, MA 01844
(hereinafter called "Seller") and Contractor & Sons Inc., a Massachusetts Corporation
with a principal office of 46 Chestnut Street, Bellingham, MA 02019 (hereinafter called "Buyer")

RECITALS

Whereas, Buyer desires to purchase from Seller and Seller desires to sell to Buyer on the terms and subject to the conditions hereinafter set forth, certain assets of the Seller; and;

Whereas, the parties desire that the transaction contemplated by this agreement shall be consummated in accordance with the terms and conditions hereinafter set forth;

Now, therefore, in consideration of the foregoing and the respective representations, warranties, covenants and agreements hereinafter set forth, the parties hereby agree as follows:

ARTICLE I Definitions

As used in this Agreement, the following terms, unless the context other wise indicates or requires, have the following meanings:

- 1.1 "Closing" means the consummation, on the Closing Date, of the transaction contemplated by this Agreement at the office of Buyer's attorney or such other place and time to be agreed upon by the Parties
- 1.2 "Closing Date" means within 7 days after the approval of the transfer of license and change of location by the Alcoholic Beverage Control Commission and the town of Franklin, or such other time and date as the Parties may agree upon in writing.
- 1.3 "Purchase Price" means the purchase price for the Purchased Property in the amount of Two Hundred Thousand (\$200,000.00) Dollars.
- 1.4 "Purchased Property" means the Retail All Alcohol Package Store License owned by the Seller.
- 1.5 "All Alcohol License" The All Alcohol Package Store License currently used at the Premises at 345 Lincoln Street, Franklin, MA to be moved by Buyer to 455 Lincoln Street, Franklin MA 02038.



ARTICLE II PURCHASE AND SALE OF PURCHASED PROPERTY

- 2.1 <u>Sale: Transfer and Assignment.</u> Upon and subject to the representations, warranties, covenants, agreements terms and conditions set forth in this Agreement, Seller shall sell, convey, transfer, assign and deliver to Buyer and Buyer shall accept and purchase from Seller, all of Seller's right title and interest in and to all of the Purchased Property on the Closing Date.
- 2.2 <u>Amount and Payment of Purchase Price.</u> In consideration of the sale, conveyance, transfer, assignment and delivery of the Purchased Property from Seller to the Buyer, Buyer shall pay the Purchase Price to the Seller as follows:

a. \$15,000.00 Paid this day; and

b. \$185,000.00 Purchase price due on the closing date, hereafter

defined, in cash, bank treasurer's check, money order,

certified

funds or IOLTA check without intervening endorsement

except

Buyer's.

c. \$200.000.00

PURCHASE PRICE

- 2.3 <u>Instruments of Transfer.</u> The sale, conveyance, transfer, assignment and delivery from Seller to Buyer of all the Purchased Property shall be delivery to Buyer of such bills of sale, assignments, endorsements, and other instruments of transfer as shall be deemed reasonably necessary or desirable by Buyer and Seller.
- 2.4 <u>Sellers Financial Obligations.</u> The Seller hereby agrees and warrants that as of the Closing Date, all bills owed by the Seller with respect to the All Alcohol License shall be paid in full, including but not limited to all bills for vendors.
- 2.5 <u>Assumption of Liabilities.</u> It is understood and agreed that the Buyer shall not be liable for any obligations or liabilities of Seller arising prior to the Closing Date with respect to the All Alcohol License other than those enumerated in this agreement.
- 2.6 <u>Permits.</u> This Agreement is subject to the Buyer being able to successfully transfer and delivery within Ninety (90) days of the execution of this Agreement of all Seller permits, licenses and approval as necessary to conduct the business.



The Buyer will use due diligence in attempting to obtain the necessary permits, licenses and approvals. In the event that any necessary permits can not be obtained by the Buyer, this transaction shall be deemed null and void, and the deposit shall be returned to Buyer.

2.7 Deposits/Default Prior to Closing. Buyer has paid to Bissanti Realty, as Escrow Agent the sum of \$15,000.00 dollars as deposit for the payment of the Purchase Price hereunder. All deposits shall be held in escrow by Bissanti Realty. In the event that Buyer and Seller satisfy their respective contingencies hereunder and Buyer does not appear at the time for scheduled for Closing to consummate this agreement Seller may declare Buyer in default and all deposits paid shall be forfeited by Buyer and dispersed to Seller. All such forfeited deposits shall represent liquidated damages to Seller and shall be Sellers sole remedy at law and in equity.

ARTICLE III COVENANTS OF BUYER

Buyer covenants, represents and warrants that from and after the date of this Agreement:

- 3.1 <u>Confidentiality.</u> Buyer and its representatives shall hold in strict confidence, and will not use to the detriment of Seller any data or information with respect to the business of the Seller obtained in connection with this Agreement.

 Declarations or testimony offered in Court or before administrative agencies shall not be deemed a Breach of this covenant. Buyer further agrees that it and its representatives shall not discuss this transaction with Store personnel prior to closing without written consent of the Seller.
- 3.2 <u>Corporate Entity.</u> If the Buyer is a corporation, it warrants that it is valid existing under the laws of its state of incorporation at the time of this Agreement and as of the date of closing hereunder and it has taken all necessary pursuant to its By-Laws and Articles of Organization to comply with the terms of this Agreement
- 3.3 <u>Warranties and Representations Relied Upon.</u> Buyer has not relied upon any representations and warranties of Seller in entering into this transaction with the sole exception of representations and warranties contained within this Agreement.

ARTICLE IV COVENANTS OF SELLER

4.1 <u>Representations and Warranties.</u> The Seller warrants and represents to the Buyer that:

Seller states that the license sold hereunder is free from any and all encumbrances or liens of any kind in favor of any person whatsoever.

Seller warrants that at the time of the execution of this Agreement there will be not be pending, entered or completed any proceeding, at law or in equity, which may in any way affect, prohibit or impede the transfer of the license sold hereunder, including within the scope of this subparagraph all kinds of administrative as well as judicial proceedings.

Seller does hereby represent and warrant to the Buyer as follows, which warranties and representations shall be true and accurate as of the closing hereunder and shall survive said closing:

- (a) The execution and delivery of this Agreement and the performance of the transaction contemplated hereby does not and will not result in a breach or constitute a default under the provisions of any agreement to which the Seller is a party or is bound, or by which any of its properties or assets may be bound or affected, or violate any order, writ, injunction or decree of any court or administrative agency.
- (b) Seller had good and marketable ownership rights to the license to be sold and transferred hereunder free and clear of all liens, claims, security interests, encumbrances, restrictions or other changes of any kind. No other person, firm or corporation owns or has any beneficial interest in said license or any part thereof, and, at the closing, the Buyer will acquire full good, valid and marketable ownership rights of the license free and clear of all liens, claims, security interests, encumbrances, restrictions or changes of any kind.
- (c) Seller is not party to any agreement, whether written or oral, which in any manner restricts their right to enter into this Agreement and to carry out the terms and conditions hereof.
- (d) Seller has no knowledge of any pending or threatened litigation against it or proceedings before any administrative or licensing authority which in any matter may affect the value of or ownership rights to the license to be sold hereunder, and there are no unsettled or unpaid judgements against the seller.
- (e) No warranty, representation, statement of fact or other information contained herein or in any certificate or other instrument furnished or to be furnished by or on behalf of the seller to the Buyer contain, or will

- contain, any untrue statement of a material fact or omits, or will omit, a material fact of this transaction.
- (f) Seller hereby warrants that all Social Security, withholding, sales and unemployment taxes to the State and Federal governments will be paid or provided for up until the date of closing. The Seller will provide to the Buyer a Certificate of Good Standing and a Tax Lien Waiver from the Massachusetts Department of Revenue, a Good Standing Certificate from the Massachusetts Secretary of State and a Certificate of Compliance from Department of Unemployment.
- 4.2 <u>Conduct of Business Prior To Closing.</u> The Business of the Seller shall be conducted up to the date of closing in accordance with the applicable laws, rules and regulations of city, state and Federal governments.

ARTICLE V MISCELLANEOUS

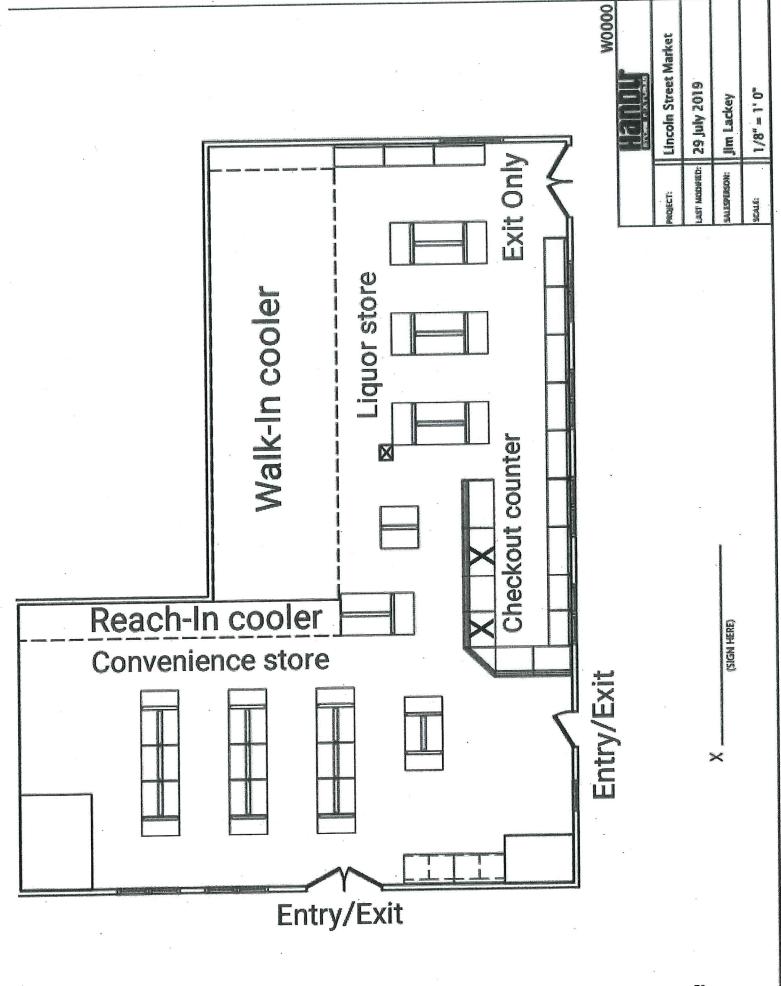
- 5.1 <u>Effect of Closing.</u> All of the representations and warranties of the Seller pursuant to this Agreement or in connection with the transaction contemplated hereby are set forth and merged in this Agreement and the Exhibits and Schedules hereto, and no oral understanding, representation or warranty whatsoever has been made.
- 5.2 Brokers. N/A
- 5.3 Notices. All notices and demands given pursuant to this Agreement shall be in writing, sent by certified mail, return receipt requested, or by reputable overnight courier service, or by hand delivery and shall be deemed to have been received upon hand delivery, or one (1) business day following deposits in the U.S. Mail if sent by certified mail, to the address shown in the first paragraph or to such other address as either party may designate by notice to the other.
- 5.4 <u>Counterparts</u> This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 5.5 <u>Headings.</u> The Section headings contained in this Agreement have been inserted for convenience only and shall not constitute a part hereof.
- 5.6 <u>Binding Agreement</u>. This Agreement shall be binding upon and shall incure to the benefit of the Buyer and the Seller, and their respective heirs, assigns, representatives and successors.

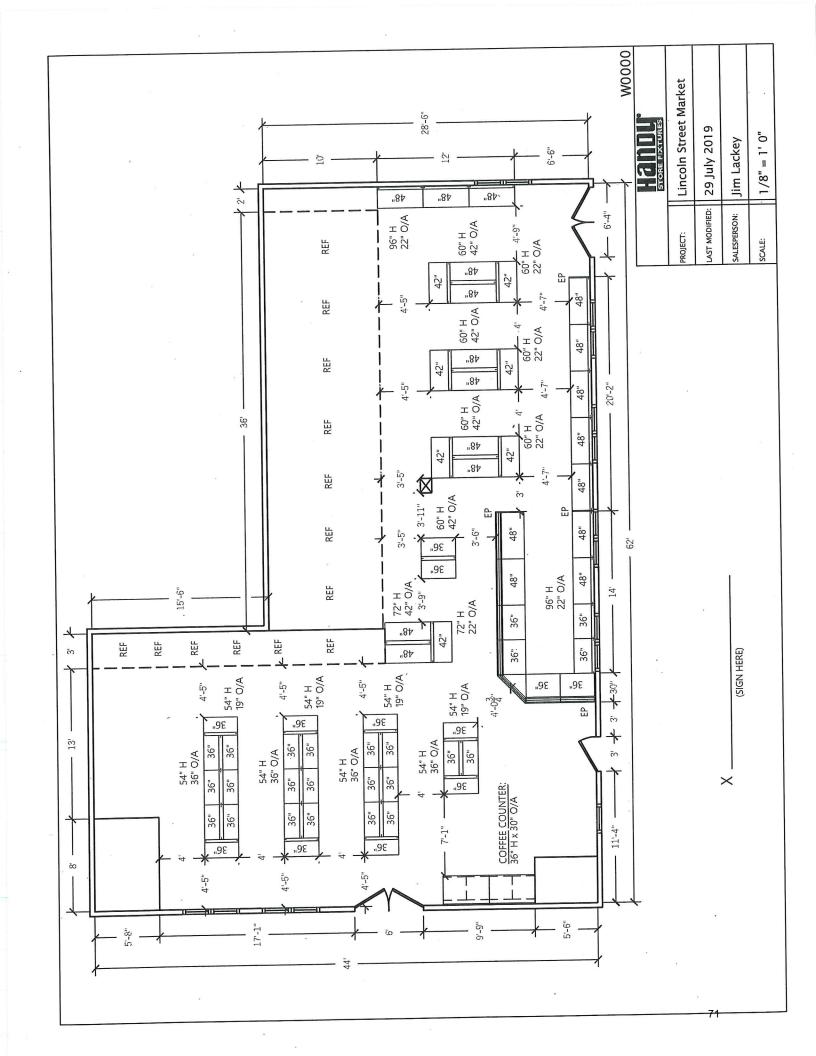
- 5.7 Severability. Any determination that any provision of this Agreement or any application of any such provision to a particular circumstance is invalid, illegal or unenforceable in any respect shall not effect the validity, legality and enforceability of such provision in any other circumstances, nor the validity, legality or enforceability of any other provision of this Agreement, and all provisions of this Agreement shall be enforceable to fullest extent permitted by law.
- 5.8 Amendments. No modification, amendment or waiver of any provision of this Agreement shall be effective unless executed in writing by the party to be charged with such modification, amendment or waiver.
- 5.9 Entire Agreement. This Agreement, including the Exhibits and Schedules hereto, contain the entire understanding and agreement of the parties with respect to the transactions contemplated hereby and supersedes any and all prior understandings among the parties, or any of them, with respect of the subject matter hereof.
- 5.10 Governing Law. This Agreement is executed in Massachusetts and effects the sale of license in Massachusetts, and it is agreed that it shall be interpreted and applied in accordance with the laws of Massachusetts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed under seal as of the day and year first above written.

SELLER:	BUYER:
Moksh LLC	Contractor & Sons Inc.
By: S.A. Pater	By: 5/28/19

Copy of Floor Plan of licensed premises (2 pages)





Secretary's Certificate (including Articles of Organization, Bylaws and Certificate of Good Standing)

CONTRACTOR & SONS, INC SECRETARY'S CERTIFICATE

The undersigned, as the Secretary of **CONTRACTOR & SONS, INC.,** a corporation duly organized under the laws of the Commonwealth of Massachusetts with a principal place of business at 465 (aka 455) Lincoln 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 Off Premises Retail All Alcoholic Beverage Package Store License, ABCC No. (the "License"), the following.

- 1. Attached hereto as <u>Exhibit A</u> is a true, correct and complete copy of the Certificate of Organization of the Company, as filed on June 14, 2018 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, except the filing of the Statement of Change of Supplemental Information filed on July 8, 2019 attached hereto as <u>Exhibit A1</u>, and Statement of Change of Registered Agent filed on July 9, 2019 attached hereto as <u>Exhibit A2</u>.
- 2. Attached hereto as <u>Exhibit B</u> 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 July 18, 2019 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: Pramod R. Contractor; Treasurer: Krunal Contractor; Secretary/Clerk: Krunal Contractor.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this day, July 18, 2019.

Krunal Contractor, Secretary

EXHIBIT A ARTICLES OF ORGANIZATION

MA SOC Filing Number: 201814398680 Date: 6/14/2018 4:22:00 PM



The Commonwealth of Massachusetts William Francis Galvin

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

Minimum	ree:	\$230.00

Special Filing Instructions

Articles of Org	ganization
------------------------	------------

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

Identification Number:

ARTICLE I

The exact name of the corporation is:

CONTRACTOR & SONS INC.

ARTICLE II

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

ARTICLE III

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

Class of Stock	Par Value Per Share Enter 0 if no Par		zed by Articles or Amendments Total Par Value	Total Issued and Outstanding Num of Shares
CWP	\$0.00000	10,000	\$0.00	1,000

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

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

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

ARTICLE VI

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

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

Name:

KRUNAL CONTRACTOR

No. and Street:

46 CHESTNUT STREET

City or Town:

BELLINGHAM

State: MA

Zip: <u>020</u>19

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	KRUNAL CONTRACTOR	46 CHESTNUT STREET BELLINGHAM, MA 02019 USA
TREASURER	KRUNAL CONTRACTOR	46 CHESTNUT STREET BELLINGHAM, MA 02019 USA
SECRETARY	KRUNAL CONTRACTOR	46 CHESTNUT STREET BELLINGHAM, MA 02019 USA
DIRECTOR	KRUNAL CONTRACTOR	46 CHESTNUT STREET BELLINGHAM, MA 02019 USA
DIRECTOR	PRAMOD CONTRACTOR	46 CHESTNUT STREET BELLINGHAM, MA 02019 USA

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

December

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

GAS STATION/CONVENIENCE STORE

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

No. and Street:

46 CHESTNUT STREET

City or Town:

BELLINGHAM

State: MA

Zip: 02019

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: City or Town:	46 CHESTNUT STREET BELLINGHAM	State: MA	Zip: <u>02019</u>	Country: <u>USA</u>
which is X its principal office an office of its secre	tary/assistant secretary	an office of its registere	its transfer agent d office	
acting as incorporator, it was incorporated, the	June, 2018 at 4:23:09 PM by type in the exact name of the e name of the person signing y by which such action is tak FOR	e business entity, on behalf of said	the state or other	jurisaiction where
© 2001 - 2018 Commonwealth All Rights Reserved	of Massachusetts			

MA SOC Filing Number: 201814398680 Date: 6/14/2018 4:22:00 PM

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 14, 2018 04:22 PM

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

EXHIBIT A1

STATEMENT OF CHANGE OF SUPPLEMENTAL INFORMATION



The Commonwealth of Massachusetts William Francis Galvin

No Fee

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

Statement of Change of Supp	leme	ental	Infoi	mation	1
		North Control of			

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

1. Exact name of the corporation:	CONTRACTOR & SONS INC.		

2. Current registered office address:

Name:

KRUNAL CONTRACTOR

No. and Street:

455 LINCOLN STREET

City or Town:

FRANKLIN

State: MA

Zip: <u>02038</u>

Zip: <u>02038</u>

Country: <u>USA</u>

3	The following	supplemental	information	has	changed:
---	---------------	--------------	-------------	-----	----------

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	PRAMOD CONTRACTOR	46 CHESTNUT STREET BELLINGHAM, MA 02019 USA
TREASURER	KRUNAL CONTRACTOR	46 CHESTNUT STREET BELLINGHAM, MA 02019 USA
SECRETARY	KRUNAL CONTRACTOR	46 CHESTNUT STREET BELLINGHAM, MA 02019 USA
VICE PRESIDENT	PRAMOD CONTRACTOR	46 CHESTNUT STREET BELLINGHAM, MA 02019 USA
DIRECTOR	PRAMOD CONTRACTOR	46 CHESTNUT STREET BELLINGHAM, MA 02019 USA

	1	DELLINGITAIN, INA OZOTO GOT
DIRECTOR	PRAMOD CONTRACTOR	46 CHESTNUT STREET BELLINGHAM, MA 02019 USA
Fiscal year end: December		
Type of business in which t	the corporation intends to engage	e:
1950		
Principal office address:		
110. 414 -	INCOLN STREET	·

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

State: MA

No. and Street:

City or Town:

455 LINCOLN STREET

FRANKLIN

LINCOLN STREET MARKET

Country: USA

City or Town: <u>FRANKLIN</u> which is	State: MA Zip: 02038 an office of its transfer agent	Country: <u>USA</u>
its principal office an office of its secretary/assistant secretary	its registered office	
Signed by PRAMOD CONTRACTOR, its on this 8 Day of July, 2019	PRESIDENT	
© 2001 - 2019 Commonwealth of Massachusetts All Rights Reserved		

MA SOC Filing Number: 201912818620 Date: 7/8/2019 1:19:00 PM

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:

July 08, 2019 01:19 PM

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

EXHIBIT A2 STATEMENT OF CHANGE OF REGISTERED AGENT

MA SOC Filing Number: 201912814640 Date: 7/8/2019 1:05:00 PM



The Commonwealth of Massachusetts William Francis Galvin

No Fee

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

Statement of Change of Registered Agent/Registered Office

(General Laws, Chapter 156D, Section 5.02 AND Section 15.08; 950 CMR 113.21)

1. Exact name of the corporation: CONTRACTOR & SONS INC.

2a. Current registered agent name: KRUNAL CONTRACTOR

2b. Current registered office address: $\underline{46\ CHESTNUT\ STREET}$ $\underline{BELLINGHAM}$, \underline{MA} $\underline{02019}$

3. The street address of the corporation registered office in the commonwealth and the name of the appointed registered agent at that office:

(The corporation may not appoint itself registered agent. Registered agent may be an individual, including any officer of the corporation, or a different corporation.)

Name:

KRUNAL CONTRACTOR

No. and Street:

455 LINCOLN STREET

FRANKLIN

City or Town:

State: MA

Zip: <u>020</u>38

Country: <u>USA</u>

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

I, <u>KRUNAL CONTRACTOR</u>, registered agent of the above corporation, consent to my appointment as the registered agent of the above corporation pursuant to G. L. c. 156D, Section 5.02.

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

7/9/2019 Time:

2:00 PM

Signed by $\underline{KRUNAL\ CONTRACTOR}$, its $\underline{PRESIDENT}$ on this 8 Day of July, 2019

© 2001 - 2019 Commonwealth of Massachusetts All Rights Reserved MA SOC Filing Number: 201912814640 Date: 7/8/2019 1:05:00 PM

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:

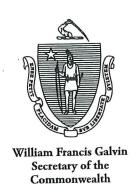
July 08, 2019 01:05 PM

WILLIAM FRANCIS GALVIN

Statem Traing Jahren

Secretary of the Commonwealth

EXHIBIT B CERTIFICATE OF GOOD STANDING



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

Date: July 17, 2019

To Whom It May Concern:

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

CONTRACTOR & SONS INC.

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.

Secretary of the Commonwealth

Francis Galein

Certificate Number:

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 CONTRACTOR & SONS, 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 of the Corporation, namely Pramod R.Contractor, 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 Off Premises Retail All Alcoholic Beverage Package Store License, ABCC No. 00044-PK-0430, (the "License"), including but not limited to: (i) Common Victualer Application; (ii) Application for New License - ABCC MA Retail Alcoholic Beverages License Application Form; (iii) Business Certificate; (iv) Certificate of Compliance with State Laws; (v) Worker's Compensation Insurance Affidavit; and (vi) and any and all related documentation that the President shall deem appropriate in order to effectuate the aforementioned License transfer 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 Town Council of the Town of Franklin and the Alcoholic Beverage Control Commission 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.

Pramod R. Contractor, Director

Rockland Trust Commitment Letter



July 16, 2019

Krunal Contractor 46 Chestnut St. Bellingham, MA 02019

Re: Contractor & Sons, Inc. Liquor License Purchase from Moksh, LLC

Dear Krunal,

We are pleased to inform you that Rockland Trust Company (the "Bank") has pre-approved your application for a \$160,000.00 secured loan subject to the following conditions:

Borrower:

Contractor & Sons, Inc.

Amount:

\$160,000.00 or 80% of the purchase price

Maturity:

5 years from the date of the note

Interest Rate:

Fixed at the prevailing 5 year FHLBB rate at the time of closing plus a margin of

275 basis points (2.75%)

Monthly Payment:

Monthly principal and interest payments sufficient to fully amortize the subject

loan over five years.

Collateral:

Reliance on a first security interest in all business assets along with a pledge of

the subject liquor license

Guarantors:

Krunal Contractor, Pramod Contractor, and Contractor Realty, LLC

Costs:

Borrower is to pay all related costs associated with the closing including but not

limited to a commitment fee equal to 50 basis points (0.50%) of the principal

amount.

Closing Date:

No later than September 5, 2019

Additional Conditions:

Usual and customary in transactions of this type, including without limitation,

completion of customary due diligence, internal credit approval, satisfactory

documentation and receipt by Borrower of all applicable permits, and

approvals.

Sincerely

Grant Nickerson

\$200.00 payable to the Commonwealth of Massachusetts

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 #:

The state of the s	
Applicant, License or Registration Number	Amount
	\$200.00
	\$200.00
	Applicant, License or Registration Number

Total Convenience Fee: \$4.70

Total Amount Paid: \$204.70

Date Paid: 8/1/2019 1:17:31 PM EDT

Payment On Behalf Of

License Number or Business Name:

Fee Type:

FILING FEES-RETAIL

Billing Information

First Name:

Richard

Last Name:

Cornetta

Address:

4 West Street

City:

Franklin

State:

MA

Zip Code:

02038

Email Address:

richard@cornettalaw.com

Request for Abutters List

Town of Franklin - Board of Assessors

355 East Central St Franklin, MA 02038 Tel # 508-520-4920 Fax # 508-520-4923

Abutters List Request Form

Please Note: A \$25.00 fee per list is required to process your request. Payment is due at the time of submission of this form. Please allow 10 days from the date of both payment and submission of the form for the Assessors office to complete processing your request. (Revised 1-1-17)

Date of Request <u>08</u> / 1 <u>/ 2019</u>
Assessors Parcel ID # (12 digits) 243 - 102 - 000 - 000
Property Street Address 465 Lincoln Street
Distance Required From Parcel # listed above (Circle One) 500 300 100 (Note: if a distance is not circled, we cannot process your request)
Property Owner Contractor Realty, LLC
Property Owner's Mailing Address <u>465 Lincoln Street</u>
Town/City Franklin State MA Zip Code 02038
Property Owner's Telephone #
Requestor's Name (if different from Owner) Richard Cornetta, Esq.
Requestor's Address 4 West Street, Franklin, MA 02038
Requestor's Telephone #
Office Use Only: Date Fee Paid/ Paid in Cash \$
Paid by Check \$. Check # Town Receipt #



GateHouse Media New England

Community Newspaper Co. -**Legal Advertising Proof**

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

Order Number: CN13824759

Salesperson: Mary Joyce Waite

Contractor & Sons, Inc. 465 Lincoln Street Franklin, MA 02038

Title:

Milford Daily News

Class:

Start date:

Legals 8/19/2019

Stop date:

8/19/2019

#Lines:

Insertions:

58 ag

Price:

\$82.68

Payment Information

Receipt#

Pmt. Type:

CC. Number: CC. Exp.: Invoice Total: \$82.68

FRANLIN/LINCOLN ST. MARKET

LEGAL NOTICE NOTICE OF PUBLIC **HEARING** FRANKLIN, MA

Transfer / Change of Location/Pledge of §15 Package Store License- All Alcoholic Beverages

The Franklin Town Council will hold a Public Hearing on an application by Contractor & Sons, Inc. dba Lincoln Street Market located at 465 Lincoln Street, Franklin, MA for a transfer of the All Alcoholic Beverages Retail Package Store license owned by Moksh, LLC, at 353 Lincoln Street, Franklin, MA. The hearing will be held on Wednesday, September 4, 2019 at 7:10 PM in the Council Chambers, second floor of the Municipal Building, 355 East Central Street, Franklin, MA. Information on this application may be obtained in the Town Administrator's Office.

Submitted by, Chrissy Whelton Licensing Administrator

AD#13824759 MDN 8/19/19