



AGENDA

Wednesday, March 12, 2025 - 5:00 PM

Regular Meeting
Agawam Senior Center
954 Main Street
Agawam, MA 01001

A. Public Hearing

- 1) Southbridge Liquors, Inc., dba: South Bridge Liquor & Market, Jay Patel, President and proposed Manager at 1 South Bridge Dr., Agawam, MA 01001 from Agawam Retail Beverage, Inc., dba: Wine & Market at 1 South Bridge Dr., Agawam, MA 01001, Benjamin Jerrom, Manager.

B. Applications

- 1) None at this time.

C. Violation

- 1) None at this time.

D. General

- 1) None at this time.

E. Renewals

- 1) None at this time.

F. Any New Business

- 1) Any new business.

G. Approval of Minutes

- 1) Approval of meeting minutes from February 12, 2025.

DEMAKIS LAW OFFICES, P. C.

GREGORY C. DEMAKIS
THOMAS C. DEMAKIS

JOHN M. MOORADIAN
JACKSON L. CHRISTIAN

56 CENTRAL AVENUE
LYNN, MASSACHUSETTS 01901

TEL. (781) 595-3311

FAX (781) 592-4990

www.demakislaw.com

February 11, 2025

Barbra Dobek
Agawam License Commission
Town of Agawam
36 Main Street
Agawam, MA 01001

RE: Transfer application for an Annual All Alcoholic Beverages License of Southbridge Liquors, Inc. d/b/a Southbridge Liquor & Market, 1 South Bridge Drive, Agawam, MA

Dear Dobek:

Enclosed please find the following documents with regard to the above-referenced application for transfer of an Annual All Alcoholic Beverages Liquor License:

- 1) DOR and DUA Certificates for Agawam Retail Beverage, Inc.
- 2) ABCC Transaction Summary.
- 3) ABCC Online Application Forms, including:
 - a. Monetary Transmittal Form with Proof of ABCC Payment.
 - b. Retail Application.
 - c. Manager Application.
 - d. Applicant's Statement.
 - e. CORI Forms.
- 4) Corporate Resolution naming Jay Patel manager and authorizing the President, Jay Patel, to apply for the transfer of the above-referenced liquor license and pledge the license.
- 5) Corporate Documents – copy of Articles of Organization.
- 6) Copy of Asset Purchase and Sale Agreement.
- 7) Proof of Citizenship for the Director and Manager of Record.
- 8) Flow Chart for financing.
- 9) Loan Documents.
- 10) Source of Funds.
- 11) Proof of Legal Right to Occupy - Lease Documentation.
- 12) Floor Plan.

Thank you very much for your time and cooperation. If you have any questions or need additional information, please feel free to call me at extension 105.

Sincerely yours;

John M. Mooradian
Attorney at law

Enclosure

RECEIVED
2025 FEB 13 8 1:30
CLERK'S OFFICE
TOWN OF ALBANY
Questions or need

DOR/DUA CERTIFICATES

RECEIVED
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TOWN OF AGAWAM



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

mass.gov/dor

Letter ID: L1276994464
Notice Date: January 24, 2025
Case ID: 0-002-754-258



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



AGAWAM RETAIL BEVERAGE INC
111 SNOW RD
MARSHFIELD MA 02050-7267

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, AGAWAM RETAIL BEVERAGE INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

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COLLECTOR'S OFFICE
TOWN OF AGAWAM



Certificate of Compliance

Date: January 23, 2025

Letter ID: L0004429074

Employer ID (FEIN): XX-XXX0728

AGAWAM RETAIL BEVERAGE
111 SNOW RD
MARSHFIELD MA 02050-7267

Certificate ID: L0004429074

FEIN: 99-1700728

The Department of Unemployment Assistance certifies that as of 22-Jan-2025, AGAWAM RETAIL BEVERAGE is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L. c. 149, § 189.

This certificate expires on 21-Feb-2025 .

Sincerely,

Katie Dishnica

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

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

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APPLICATION

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TOWN OF AGAWAM

SUMMARY OF TRANSACTION
AGAWAM RETAIL BEVERAGE, INC. TO SOUTHBRIDGE LIQUORS, INC.

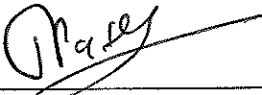
Buyer: Southbridge Liquors, Inc. – Jay Patel is the President, Treasurer, Secretary, Director and 35% shareholder of the applicant corporation. Nilkumar Patel is the 65% shareholder of the applicant corporation. Jay Patel is the proposed manager of record.

Seller: Agawam Retail Beverage, Inc.

Purchase
Price: \$500,000 (business); \$50,000 Inventory (estimate)

Finance: The applicant is funding the purchase of the business via a \$535,000 promissory note to the Seller, Agawam Retail Beverage, Inc. Jay Patel is contributing \$15,000 of personal funds via gift of funds from his wife, Pooja Patel. The inventory will be determined prior to closing, as per customary practice, as the store will continue to operate until the closing.

Any loan documents, pledge agreements, or leases customarily signed at closing will be signed after license approval and upon closing of the transaction.



Jay Patel

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TOWN OF AGAWAM



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)

90831-PK-0012

ENTITY/ LICENSEE NAME

Southbridge Liquors, Inc.

ADDRESS

1 South Bridge Drive

CITY/TOWN

Agawam

STATE

MA

ZIP CODE

01001

For the following transactions (Check all that apply):

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

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

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

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TOWN OF AGAWAM

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 #: 383ad305-c186-48a6-90da-6d99e737b424

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Southbridge Liquors Inc.	\$200.00
		\$200.00

Total Convenience Fee: \$0.35

Date Paid: 2/11/2025 3:05:47 PM EDT

Total Amount Paid: \$200.35

Payment On Behalf Of

License Number or Business Name:
Southbridge Liquors, Inc.

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Demakis Law Offices, P.C.

Last Name:

Address:
56 Central Avenue

City:
Lynn

State:
MA

Zip Code:
01901

Email Address:
jmooradian@demakislaw.com

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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

Agawam

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1. TRANSACTION INFORMATION

☒ Transfer of License

☐ Alteration of Premises

☐ Change of Location

☐ Management/Operating Agreement

☒ Pledge of Inventory

☒ Pledge of License

☐ Pledge of Stock

☐ Other

☐ Change of Class

☐ Change of Category

☐ Change of License Type

(\$12 ONLY, e.g. "club" to "restaurant")

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

Applicant is purchasing the business assets and all alcohol package store license issued to Agawam Retail Beverage, Inc. Applicant is seeking 1) approval of the transfer of license to Southbridge Liquors, Inc., 2) approval of Jay Patel as Manager of Record, and 3) approval of the pledge of license/inventory to Agawam Retail Beverage, Inc.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

Off-Premises

\$15 Package Store

All Alcohol

Annual

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number

90831-PK-0012

FEIN

33-2504181

Entity Name

Southbridge Liquors, Inc.

DBA

Southbridge Liquor & Market

Manager of Record

Jay Patel

Street Address

1 South Bridge Drive, Agawam, MA 01001

Phone

(413) 786-1315

Email

nilpatel2805@gmail.com

Add'l Phone

Website

4. DESCRIPTION OF PREMISES

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

Retail store located at 1 South Bridge Drive, Agawam. Approximately 3,500 square feet. 1 Main Entrance/Exit. Emergency exit in rear.

Total Sq. Footage

3,500

Seating Capacity

N/A

Occupancy Number

Number of Entrances

1

Number of Exits

2

Number of Floors

1

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name **Agawam Retail Beverage, Inc.** By what means is the license being transferred? **Purchase**

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

Name of Principal	Title/Position	Percentage of Ownership
Daniel Newcomb	President, Treasurer, Sec., Director	100%

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Nilkumar Patel	6 Sequoia Drive, Kingston, MA 02364	692-47-6181	5/28/1991
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Shareholder	65%	☐ Yes ☒ No	☒ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB
Jay Patel	2 Russell Circle, Framingham, MA 01702	500-99-7883	9/7/1984
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
President, Treasurer, Secretary, Director	35%	☒ Yes ☐ No	☒ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No

APPLICATION FOR A TRANSFER OF LICENSE

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

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
			MA Resident
			☐ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
			MA Resident
			☐ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
			MA Resident
			☐ Yes ☐ No

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

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

☐ Yes ☒ No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
See Attached Spreadsheet			

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure

Corporation

Date of Incorporation 12/20/2024

State of Incorporation

Massachusetts

Is the Corporation publicly traded? ☐ Yes ☒ No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Pun Agawam Partnership, LLC

Landlord Phone

Landlord Email

Landlord Address P.O. Box 267, Westfield, Massachusetts 01085

Lease Beginning Date 8/19/2024

Rent per Month \$3,250.00

Lease Ending Date 8/20/2029 plus option

Rent per Year \$39,000.00

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

☐ Yes ☒ No

9. APPLICATION CONTACT

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

Name: Gregory C. Demakis

Phone: 781-595-3311

Title: Attorney

Email: gdemakis@demakislaw.com

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	\$500,000
C. Other* (Please specify)	\$50,000
D. Total Cost	\$550,000

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Jay Patel (Via gift of funds from Pooja Patel. See Affidavit)	\$15,000
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Agawam Beverage Retail, Inc.	\$535,000	Seller Financing	☒ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

FINANCIAL INFORMATION

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

See Additional Information Section.

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 CLERK'S OFFICE
 TOWN OF AGAWAM

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

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

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

To whom is the pledge being made?

Agawam Beverage Retail, Inc.

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name	Jay Patel	Date of Birth	9/7/1984	SSN	500-99-7883
Residential Address	2 Russell Circle, Framingham, MA 01702				
Email	jp07jp@gmail.com	Phone	339-227-0071		
Please indicate how many hours per week you intend to be on the licensed premises		40			

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act? ☒ Yes ☐ No

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

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

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

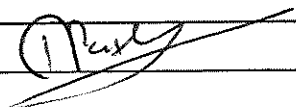
Start Date	End Date	Position	Employer	Supervisor Name
2024	Present	Co-Owner	Union Mart	
2017	Present	Co-Owner	Jesons Market	

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature  Date 2/6/2025

13. MANAGEMENT AGREEMENT

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

☐ Yes ☒ No

If yes, please fill out section 13.

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

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

13A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone
Name of Principal	Residential Address	SSN
Title and or Position	Percentage of Ownership	Director
		☐ Yes ☐ No
Name of Principal	Residential Address	SSN
Title and or Position	Percentage of Ownership	Director
		☐ Yes ☐ No
Name of Principal	Residential Address	SSN
Title and or Position	Percentage of Ownership	Director
		☐ Yes ☐ No
Name of Principal	Residential Address	SSN
Title and or Position	Percentage of Ownership	Director
		☐ Yes ☐ No
Name of Principal	Residential Address	SSN
Title and or Position	Percentage of Ownership	Director
		☐ Yes ☐ No

CRIMINAL HISTORY

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

☐ Yes ☐ No

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

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

LICENSE

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

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

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

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

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

13F. TERMS OF AGREEMENT

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

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

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

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TOWN OF AGAWAM

ADDITIONAL INFORMATION

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

Financial Information Section.

The applicant is funding the purchase of the business assets via a \$535,000 promissory note to the Seller, Agawam Beverage Retail, Inc. Upon closing of the transaction, Agawam Beverage Retail, Inc. will not be a licensee under MGL Ch. 138. Jay Patel is contributing \$15,000 towards the purchase price via gift of funds from his wife, Pooja Patel. See enclosed Affidavit.

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APPLICANT'S STATEMENT

I, Jay Patel the: ☐ sole proprietor; ☐ partner; ☒ corporate principal ☐ LLP manager
Authorized Signatory

of Southbridge Liquors, Inc.
Name of the Entity/Corporation

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

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

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

Signature:



Date:

2/6/2025

Title:

President



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

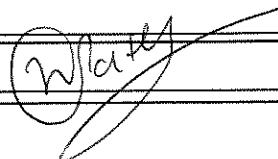
ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)		LICENSEE NAME:	Southbridge Liquors, Inc.	CITY/TOWN:	Agawam
---	--	----------------	---------------------------	------------	--------

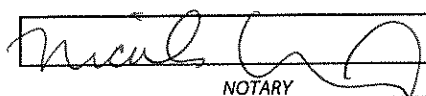
APPLICANT INFORMATION

LAST NAME:	Patel	FIRST NAME:	Nilkumar	MIDDLE NAME:				
MAIDEN NAME OR ALIAS (IF APPLICABLE):			PLACE OF BIRTH:	India				
DATE OF BIRTH:	5/28/1991	SSN:	692-47-6181	ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:			DRIVER'S LICENSE #:	S66766630	STATE LIC. ISSUED:	Massachusetts		
GENDER:	MALE	HEIGHT:	5	10	WEIGHT:	145	EYE COLOR:	Black
CURRENT ADDRESS:	788 Willard Street, Apt. 504							
CITY/TOWN:	Quincy	STATE:	MA	ZIP:	02169			
FORMER ADDRESS:								
CITY/TOWN:		STATE:		ZIP:				

PRINT AND SIGN

PRINTED NAME:	Nilkumar Patel	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	----------------	-------------------------------	---

NOTARY INFORMATION

On this	February 6, 2025	before me, the undersigned notary public, personally appeared	Nilkumar Patel
(name of document signer), proved to me through satisfactory evidence of identification, which were		MA DL	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
		 NOTARY	



NICOLE M. KENNY
Notary Public
Commonwealth of Massachusetts
My Commission Expires April 24, 2026

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 860-4634.

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TOWN OF AGAWAM



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

2025 FEB 23 11:31
KIM S. GAINSBORO, ESQ.
CHAIRMAN
TOWN OF AGAWAM
CLERK'S OFFICE

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)		LICENSEE NAME: Southbridge Liquors, Inc.	CITY/TOWN: Agawam
---	--	--	-------------------

APPLICANT INFORMATION

LAST NAME: Patel	FIRST NAME: Jay	MIDDLE NAME:
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: India	
DATE OF BIRTH: 9/7/1984	SSN: 500-99-7883	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME:	DRIVER'S LICENSE #: S25263316	STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT: 5 7	WEIGHT: 190
	EYE COLOR: Brown	
CURRENT ADDRESS: 2 Russell Circle		
CITY/TOWN: Framingham	STATE: MA	ZIP: 01702
FORMER ADDRESS:		
CITY/TOWN:	STATE:	ZIP:

PRINT AND SIGN

PRINTED NAME: Jay Patel	APPLICANT/EMPLOYEE SIGNATURE:
-------------------------	-------------------------------

NOTARY INFORMATION

On this 2-6-2025 before me, the undersigned notary public, personally appeared Jay Patel
(name of document signer), proved to me through satisfactory evidence of identification, which were Mrs. Doreen Lee
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCJL Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJL. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJL via mail or by fax to (617) 660-4614.



BENEFICIAL INTEREST DISCLOSURE

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TOWN OF AGAWAM

6A. Beneficial Interest

Name	License Type	License Name	Municipality
Nilkumar Patel	Section 15	A&Y Patel, Inc.	Ipswich
Nilkumar Patel	Section 15	South Meadow Road, Inc.	Plymouth
Nilkumar Patel	Section 15	66 Main Street Liquors, Inc.	Kingston
Nilkumar Patel	Section 15	Union Mart Liquor, Inc.	Westfield
Jay Patel	Section 15	Union Mart Liquor, Inc.	Westfield

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CORPORATE VOTE

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TOWN OF AGAWAM

CORPORATE VOTE

The Board of Directors or LLC Managers of

Southbridge Liquors, Inc.

Entity Name

duly voted to apply to the Licensing Authority of

Agawam

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

1/30/2025

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Jay Patel

Name of Person

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

"VOTED: To appoint

Jay Patel

Name of Liquor License Manager

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

A true copy attest,

Corporate Officer /LLC Manager Signature

Jay Patel

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

Jay Patel

(Print Name)

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CLERK'S OFFICE

The Commonwealth of Massachusetts, William Francis Galvin Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Articles of Organization

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

Minimum Filing Fee:
\$250.00

Identification Number:	001856815	(number will be assigned)
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ARTICLE I

The exact name of the corporation is:

SOUTHBRIDGE LIQUORS, 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. Specify if you want a more limited purpose:

ARTICLE III

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

Class of Stock	Par value per share (Enter 0 if no Par)	Total authorized number of shares	Total authorized par value	Total issued and outstanding number of shares
CNP	0	275,000	\$0	1,000

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 corporation 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:

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

NOTICE IN WRITING, WHICH NOTICE SHALL CONTAIN THE PRICE AT WHICH HE IS WILLING TO SELL OR TRANSFER AND THE NAME OF AN ARBITRATOR. THE DIRECTORS SHALL WITHIN THIRTY DAYS THEREAFTER, EITHER ACCEPT THE OFFER, OR BY NOTICE TO HIM IN WRITING NAME A SECOND ARBITRATOR, AND THESE TWO SHALL NAME A THIRD. IT SHALL THEN BE THE DUTY OF THE ARBITRATORS TO ASCERTAIN THE VALUE OF THE STOCK, AND IF ANY ARBITRATOR SHALL NEGLECT OR REFUSE TO APPEAR AT ANY MEETING APPOINTED BY THE ARBITRATORS, A MAJORITY MAY ACT IN THE ABSENCE OF SUCH ARBITRATOR. AFTER THE ACCEPTANCE OF THE OFFER, OR THE REPORT OF THE ARBITRATORS AS TO THE VALUE OF THE STOCK, THE DIRECTORS SHALL HAVE THIRTY DAYS WITHIN WHICH TO PURCHASE THE SAME AT SUCH VALUATION, BUT IF AT THE EXPIRATION OF THIRTY DAYS THE CORPORATION SHALL NOT HAVE EXERCISED THE RIGHT SO TO PURCHASE, THE OWNER OF THE STOCK SHALL BE AT LIBERTY TO DISPOSE OF THE SAME IN ANY MANNER HE MAY SEE FIT. NO SHARES OF STOCK SHALL BE SOLD OR TRANSFERRED ON THE BOOKS OF THE CORPORATION UNTIL THESE PROVISIONS HAVE BEEN COMPLIED WITH, BUT THE BOARD OF DIRECTORS MAY IN ANY PARTICULAR INSTANCE WAIVE THE REQUIREMENT.

ARTICLE VI

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

THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS. THE DIRECTORS MAY MAKE, AMEND OR REPEAL THE BY-LAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY LAW OR THE BY-LAWS REQUIRES ACTION BY THE STOCKHOLDER. MEETINGS OF THE STOCKHOLDERS MAY BE HELD ANYWHERE IN THE UNITED STATES. THE CORPORATION MAY BE A PARTNER IN ANY BUSINESS ENTERPRISE IT WOULD HAVE POWER TO CONDUCT BY ITSELF. THE DIRECTORS SHALL HAVE THE POWER TO FIX FROM TIME TO TIME THEIR COMPENSATION. NO PERSON SHALL BE DISQUALIFIED FROM HOLDING ANY OFFICE BY REASON OF ANY INTEREST. IN THE ABSENCE OF FRAUD, ANY DIRECTORS, OFFICER OR STOCKHOLDER OF THIS CORPORATION INDIVIDUALLY, OR ANY INDIVIDUAL HAVING ANY INTEREST IN ANY CONCERN WHICH IS A STOCKHOLDER OF THIS CORPORATION, OR ANY CONCERN IN WHICH ANY SUCH DIRECTORS, OFFICERS, STOCKHOLDERS OR INDIVIDUALS HAVE ANY INTEREST, MAY BE A PART TO, OR MAY BE PECUNIARILY OR OTHERWISE INTEREST IN, ANY CONTRACT, TRANSACTION OR OTHER ACT OF THIS CORPORATION; AND SUCH CONTRACT, TRANSACTIONS OR ACT SHALL NOT BE IN ANY WAY INVALIDATED OR OTHERWISE AFFECTED BY THIS FACT; NO SUCH DIRECTOR, OFFICER, STOCKHOLDER OR INDIVIDUAL SHALL BE LIABLE TO ACCOUNT TO THIS CORPORATION FOR ANY PROFIT OR BENEFIT REALIZED THROUGH ANY SUCH CONTRACT, TRANSACTION OR ACT; ANY SUCH DIRECTOR OF THIS CORPORATION MAY BE COUNTED IN DETERMINING THE EXISTENCE OF A QUORUM AT ANY MEETING OF THE DIRECTORS OR OF ANY COMMITTEE THEREOF WHICH SHALL AUTHORIZE ANY SUCH CONTRACT, TRANSACTION OR ACT, AND MAY VOTE TO AUTHORIZE THE SAME; THE TERM "INTEREST" INCLUDES PERSONAL INTEREST AND INTEREST AS A DIRECTOR, OFFICER, STOCKHOLDER, SHAREHOLDER, TRUSTEE, MEMBER OR BENEFICIARY OF ANY CONCERN; AND THE TERM "CONCERN" MEANS ANY CORPORATION, ASSOCIATION, TRUST, PARTNERSHIP, FIRM, PERSON OR OTHER ENTITY OTHER THAN THIS CORPORATION. NO DIRECTOR OF THE CORPORATION SHALL BE LIABLE TO THE CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A DIRECTOR, EXCEPT FOR LIABILITY (I) FOR ANY BREACH OF THE DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR ITS STOCKHOLDERS; (II) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW; (III) FOR IMPROPER DISTRIBUTIONS UNDER SECTION 6.40 OF CHAPTER 156D OF THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, OR SUCCESSOR PROVISIONS THERETO; OR (IV) FOR ANY TRANSACTION IN WHICH THE DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. NO AMENDMENT TO OR REPEAL OF ANY PROVISION OF THIS PARAGRAPH, DIRECTLY OR BY ADOPTION OF AN INCONSISTENT PROVISION OF THESE ARTICLES OF ORGANIZATION, SHALL APPLY TO OR HAVE ANY EFFECT ON ANY LIABILITY OR ALLEGED LIABILITY OF ANY DIRECTOR OF THE CORPORATION FOR WITH RESPECT TO ANY ACTS OR OMISSIONS OF SUCH DIRECTOR OCCURRING PRIOR TO SUCH AMENDMENT OR REPEAL.

ARTICLE VII

The effective date of organization shall be the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than ninety (90) days from the date and time of filing

Later Effective Date (mm/dd/yyyy): 01/01/2025 Time (HH:MM)

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:

Agent name: JAY R. PATEL

Number and street: 1 SOUTH BRIDGE DRIVE

Address 2:

City or town: AGAWAM State: MA Zip code: 01001

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	Address
PRESIDENT	JAY R. PATEL	1 SOUTH BRIDGE DRIVE AGAWAM, MA 01001 USA
TREASURER	JAY R. PATEL	1 SOUTH BRIDGE DRIVE AGAWAM, MA 01001 USA
SECRETARY	JAY R. PATEL	1 SOUTH BRIDGE DRIVE AGAWAM, MA 01001 USA
DIRECTOR	JAY R. PATEL	1 SOUTH BRIDGE DRIVE AGAWAM, MA 01001 USA

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

December 31

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

LIQUORE STORE BUSINESS

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

Number and street: 1 SOUTH BRIDGE DRIVE

Address 2:

City or town: AGAWAM State: MA Zip code: 01001

Country: UNITED STATES

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

Number and street: 1 SOUTH BRIDGE DRIVE

Address 2:

City or town: AGAWAM

State: MA

Zip code: 01001

Country: UNITED STATES

Which is:

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

Signed this 20 Day of December, 2024 at 15:12 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

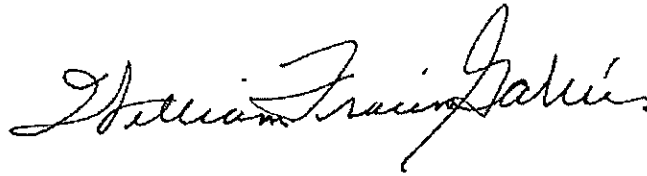
JAY R. PATEL

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TOWN OF AGAWAM

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:

December 20, 2024 03:23 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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PROOF OF CITIZENSHIP/LEGAL
IMMIGRATION STATUS

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TOWN OF AGAWAM

THE UNITED STATES OF AMERICA

No. 45070920

CERTIFICATE OF NATURALIZATION

Personal description of holder
as of date of naturalization:

Date of birth: SEPTEMBER 07, 1984

Sex: MALE

Height: 5 feet 07 inches

Marital status: MARRIED

Country of former nationality:
INDIA

U.S. Registration No. 4208 000 240

I certify that the description given is true, and that the photograph affixed
hereto is a likeness of me. *[Signature]*

(Complete and true signature of holder)

Be it known that, pursuant to an application filed with the Secretary of
Homeland Security

at: BOSTON, MASSACHUSETTS

The Secretary having found that:

JAY RAJANIKANT PATEL

residing at:

FRAMINGHAM, MASSACHUSETTS

having complied in all respects with all of the applicable provisions of the
naturalization laws of the United States, being entitled to be admitted as
a citizen of the United States, and having taken the oath of allegiance at a
ceremony conducted by:

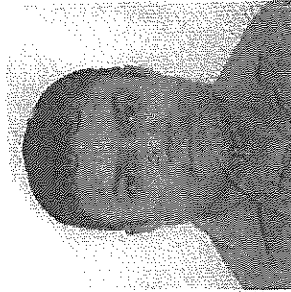
U.S. CITIZENSHIP AND IMMIGRATION SERVICES

at: BOSTON, MASSACHUSETTS on: SEPTEMBER 26, 2023

such person is admitted as a citizen of the United States of America.

[Signature]

U. S. Citizenship and Immigration Services



ATTENTION OF HOLDER: THIS DOCUMENT IS
A FEDERAL OFFENSE AND PUNISHABLE BY LAW

DEPARTMENT OF HOMELAND SECURITY

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TOWN OF AGAWAM

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PURCHASE AND SALES AGREEMENT

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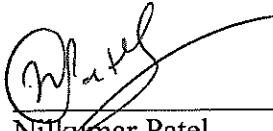
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TOWN OF AGAWAM

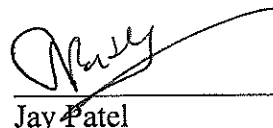
ASSIGNMENT OF INTEREST IN ASSET PURCHASE AND SALE AGREEMENT

We, Nilkumar Patel and Jay Patel, hereby assign all of our right, title, and interest in and to an Asset Purchase and Sale Agreement dated December 27, 2024, with Agawam Retail Beverage, Inc., in connection with the business known as "Southbridge Wine & Market" located at 1 South Bridge Drive, Agawam, Massachusetts to Southbridge Liquors, Inc., a Massachusetts corporation with a principal place of business at 1 South Bridge Drive, Agawam, Massachusetts.

The assignment is made without recourse and subject to all terms and conditions contained in said Asset Purchase and Sale Agreement.



Nilkumar Patel Date 2/6/2025



Jay Patel Date 2/6/2025

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TOWN OF AGAWAM

ASSET PURCHASE AGREEMENT

AGREEMENT made this 27 day of December 2024, by and between Agawam Retail Beverage Inc., a Massachusetts corporation, doing business as "Wine & Market" located at 1 South Bridge Drive, Agawam, Massachusetts (the "Seller") and Nilkumar Patel of 6 Sequoia Drive, Kingston, Massachusetts and Jay R. Patel of 2 Russell Circle, Framingham, Massachusetts or their nominee (collectively, the "Buyer").

WHEREAS, the Seller owns and operates a package store known as "Southbridge Wine & Market" which business is located at 1 South Bridge Drive, Agawam, Massachusetts (the "Business"); and

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

In consideration of One (\$1.00) Dollar and other valuable considerations by each of the parties hereto to the other paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter set forth, the parties have agreed and by these presents do hereby agree as follows:

I. SALE OF CERTAIN ASSETS. The Seller agrees to sell and the Buyer agrees to buy the following assets of the Business (the "assets"):

(a) Personal Property. All personal property now owned by the Seller, and used or usable in connection with the Businesses, including without limiting the generality of the foregoing, all furniture, fixtures and equipment, said personal property being more particularly described in the list attached hereto and marked "A" (the "Personal Property"). All Personal Property used in the Business and listed in Exhibit A is owned by, or shall be owned by, the Seller at the time of closing and conveyed to the Buyer free and clear of all licenses or encumbrances. Any equipment leases shall be paid off in full and terminated at the time of closing and conveyed to the Buyer free and clear of said lease or any liens related thereto.

(b) Inventory. The inventory of the Business as hereinafter described.

(c) Business and Good Will. The Buyer shall be given all rights of the Seller to the Business and good will of the Seller and all of Seller's right to use the name "Wine & Market" and the Seller's website, if any, customer lists, business records, rights to licenses, and the current telephone numbers of the Business.

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TOWN OF AGAWAM

(d) Transfer of Licenses. To the extent that they are transferable the Seller shall transfer to the Buyer all of the licenses currently used by the Seller in the operation of the Business, including the all alcoholic beverage package store license (the "liquor license") issued to the Seller.

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

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

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

(b) Accounts receivable.

(c) Loans to employees.

(d) Corporate records, minute books, income or corporate excise tax returns or records relating thereto, bank records, monthly or annual accounting reports or accounts payable vouchers, paid checks, general operating and receivable ledgers, cash receipt books, federal and state employee earnings reports, payroll records, journals, and other similar books and accounts, for any period or periods prior to the closing date.

3. PURCHASE PRICE. (a) For said Bill of Sale, conveyance and transfer, the Buyer, or its nominee, shall pay the total sum of Five Hundred Thousand and 00/100 (\$500,000.00) Dollars as follows:

(i) Fifteen Thousand and 00/100 (\$15,000.00) Dollars has been paid upon the execution hereof, the receipt of which is acknowledged by the Seller; and

(ii) The balance in the amount of Four Hundred Seventy-Five Thousand and 00/100 (\$475,000.00) Dollars shall by a promissory note of the Buyer payable to the order of the Seller with interest thereon at the rate of six (6%) per annum to be paid according to the following schedule:

Principal Payment #1 \$50,000 together with all outstanding interest due 6 months post closing.

Principal Payment #2 \$75,000 together with all outstanding interest due 12 months post closing.

Principal Payment #3 \$75,000 together with all outstanding interest due 13 months post closing.

The balance due in the amount of Two Hundred Eighty-Five Thousand and 00/100 (\$285,000.00) Dollars shall be paid at the rate of six (6%) per annum in sixty (60) equal monthly installments of Five Thousand Three Hundred Sixteen and 52/100 (\$5,316.52) commencing on the fourteenth month after the closing date with the final payment due on the seventy-third month after the closing date.

The promissory note shall be secured at first security interest on the assets of the Business and a pledge of the liquor license and shall be personally guaranteed by Nilkumar Patel and Jay R. Patel.

(b) Inventory. In addition to the purchase price set forth above the Buyer shall pay to the Seller the amount of the inventory of usable and saleable products for sale in the regular course of the Seller's business. The Buyer shall have the right to refuse inventory that is expired or damaged. The value of the inventory shall be determined one (1) day prior to the anticipated closing date and shall be calculated at Seller's cost for same. The value of the inventory shall be determined by a professional service whose fee shall be paid equally by the Seller and the Buyer. The inventory shall be paid by adding the amount due for the inventory to the promissory note described in Section 3(a)(ii) above.

(c) Other Adjustments. Adjustments shall be made at the time of the closing for the following: license fees, utility deposits, and for all prepaid contracts and all other matters customarily adjusted at a closing for the sale of a business.

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

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

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

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

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

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

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

(f) The Bill of Sale and instruments of assignment to be delivered at the closing will transfer to the Buyer all of the Personal Property used by the Seller at the location of the Business except with regard to any Personal Property otherwise noted on Exhibit A attached hereto.

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

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

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

(j) As of the date of closing the financial records of the Business given by the Seller to the Buyer shall have been true and accurate.

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

(l) The Seller has paid or will pay prior to closing all social security, withholding and unemployment taxes relating to the operation of the Business and due and payable by it to the town, state and federal governments prior to the closing date.

(m) The Seller has filed or will file, prior to the closing or within ninety (90) days thereafter, all tax returns required by law to be filed for all periods prior to the closing and has paid or will pay all taxes due and payable by Seller to the federal, state, county or town governments for all periods prior to the closing.

(n) At the time of closing, all furniture, furnishings, fixtures and equipment shall be in good working condition. The Buyer shall have the right to inspect the furniture,

furnishings, fixtures and equipment at any time prior to closing to insure Seller's compliance herewith.

5. NO ASSUMPTION OF LIABILITIES. The parties agree and acknowledge that the Buyer is not assuming any liabilities or obligations of the Seller whatsoever with regard to the Business unless expressly set forth herein. All amounts owed to liquor distributors and to the Massachusetts State Lottery Commission shall be paid in full prior to the closing or from the sale proceeds. The Seller's attorney shall hold the sum of Twenty Thousand and 00/100 (\$20,000.00) Dollars in escrow for a period of two (2) weeks after the closing to ensure that all of the liquor distributors' bills have been paid in full.

6. CLOSING. The closing shall take place at the Buyer's lender's counsel's office in or within ten (10) business days after all licenses necessary to operate the Business (including liquor license and the lottery license) have been transferred to, or issued to, the Buyer, unless some other time and place shall have been mutually agreed upon. Provided, however, in the event that said licenses have not been obtained or transferred by one hundred fifty (150) days after the execution of this Agreement either party may terminate this Agreement upon ten (10) days' written notice to the other (unless said licenses are obtained or transferred within such ten (10) day period in which event this Agreement shall not be terminated) and all deposits made hereunder shall be refunded forthwith.

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

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

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

(c) A Certificate of Good Standing issued by the Massachusetts Department of Revenue.

(d) A Waiver of, or Compliance with, General Laws Chapter 62C, Section 52 for the Seller issued by the Massachusetts Department of Revenue.

(e) A vote of all of the issued and outstanding shares of the stock of the Seller entitled to vote, authorizing the sale of the Business to the Buyer.

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

7. COVENANT NOT TO COMPETE. The Seller, and Daniel Newcomb ("Newcomb") agree that they shall each execute a Covenant Not to Compete at the closing pursuant to which the Seller, and Newcomb shall agree not to engage in the liquor store business or any other business involving the sale of alcoholic beverages at retail as owner, partner, stockholder, employee or in any other capacity for a period of five (5) years within a radius of five (5) miles of the Business; further, the Seller, and Newcomb agree not to use the name "Wine & Market" or any variant thereof in connection with any business competing directly or indirectly with the Buyer.

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

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

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

11. INDEMNITY. The Seller agrees to indemnify and save harmless the Buyer against any loss, costs and expenses, including reasonable attorney's fees, which the Buyer may incur or sustain by reason of any claims made against the Buyer for any obligation incurred by

the Seller for which the Buyer becomes liable including (i) any claims successfully asserted against Buyer arising out of Seller's ownership of the Business prior to the closing or sale of the Business and not assumed by the Buyer in writing, and (ii) any claim successfully asserted arising pursuant to Seller's representations or warranties contained in this Agreement.

The Buyer agrees to indemnify and save harmless the Seller against any loss, costs and expenses including reasonable attorney's fees, which Seller may have or sustain by reason of any claims made against the Seller which are the obligation of the Buyer.

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

13. DEPOSIT. All deposits made hereunder shall be held in escrow by the broker, Liquor License Advisor, as escrow agent, and duly accounted for at closing.

14. BUYER'S DEFAULT. In the event of default of the Buyer hereunder, any deposit paid by the Buyer hereunder shall be retained by the Seller as liquidated damages, which shall be the sole remedy at law and in equity for the Seller.

15. BROKER. It is agreed by and between the parties that the only broker or agent which brought about the sale of the Business is Liquor License Advisor, whose commission shall be paid by the Seller per separate agreement. If it should be determined that any other broker or agent is due a commission the party engaging the services of such broker or agent shall be fully and solely obligated to pay such commission.

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

(a) The transfer from Seller or the direct procurement by Buyer from appropriate authorities, of all necessary licenses, permits and approvals for the operation of a liquor store and the Business as it is currently being operated. This shall include, but not be limited to the liquor license, the lottery license, the tobacco and cigarette licenses, occupancy permit or any other permits or permissions. The Seller shall provide to the Buyer a certificate of good standing from the Massachusetts Department of Revenue and a certificate of compliance from the Division of

Unemployment Assistance within ten (10) business days after the date of execution hereof which Buyer shall require in order to file an application for the transfer of the liquor license. Buyer shall file an application of the transfer of the liquor license within twenty (20) business days after the execution of this Agreement.

(b) The Buyer's satisfactory review of the existing lease between the owner of the premises at which the Business is located, as landlord, and the Seller, as tenant, for the premises at 1 South Bridge Drive, Agawam, Massachusetts which lease shall be satisfactory to the Buyer in the Buyer's sole discretion and the assignment of said lease, to the Buyer, with the landlord's consent thereto, with twenty (20) business days from the execution of this Agreement.

If any of these conditions are not satisfied then all deposits hereunder shall be returned forthwith to the Buyer.

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

18. SELLER'S COOPERATION. Seller covenants that it will execute and deliver all such documents and instruments and take all such action as Buyer may reasonably request in order to further effectuate the purpose of this Agreement and to carry out the terms hereof. This covenant shall survive the closing.

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

if to the Buyer: Gregory C. Demakis, Esquire
Demakis Law Offices, P.C.
56 Central Avenue, Suite 201
Lynn, MA 01901
(781) 595-3311 Phone
(781) 592-4990 Fax
gdemakis@demakislaw.com

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if to the Seller:

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

20. EXTENSIONS. Notices, amendments, agreements and accelerations and extensions of contingency dates and time for performance of the provisions of this Agreement may be executed on behalf of a party by counsel therefor which execution may include email acknowledged by both counsel.

21. BUYER'S NOMINEE. It is understood that the Buyer reserves the right to take title to the aforesaid assets in his own name or in the name of a nominee. Whenever the word Buyer is referred to herein, it shall include the nominee of the Buyer, if he elects to take title in the name of a nominee.

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

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

24. MASSACHUSETTS CONTRACT. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and may be executed in any number of

counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument.

SIGNATURES ON FOLLOWING PAGE

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Signed as a sealed instrument on the date first above written.

SELLER:

Agawam Retail Beverage Inc.

BUYER:

By: _____

Name: Daniel Newcomb

Title: President

Daniel Newcomb, individually
as to Section 7 only

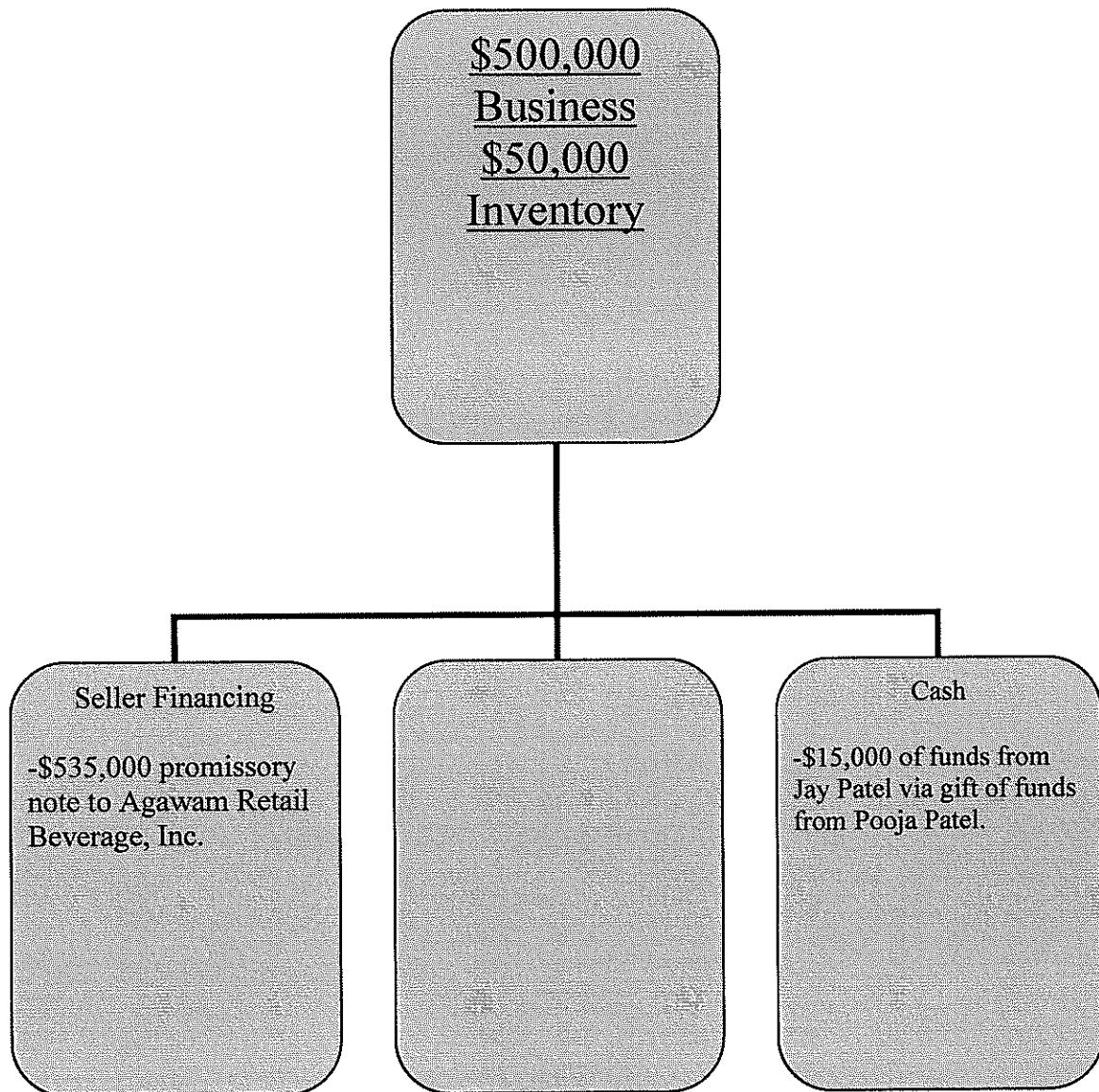
Nilkumar Patel

Jay R. Patel

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PROOF OF FUNDS/LOAN
DOCUMENTATION

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TOWN OF AGAWAM



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CLEAN'S OFFICE
TOWN OF AGAWAM

NOTE

\$535,000

, 2025

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CITY OF AGAWAM
TOWN OF AGAWAM

FOR VALUE RECEIVED, Southbridge Liquors, Inc. a Massachusetts corporation duly established by law with a usual place of business at 1 South Bridge Drive, Agawam, Massachusetts, promises to pay to Agawam Retail Beverage, Inc., a Massachusetts corporation company duly established by law with a usual place of business of 1 South Bridge Drive, Agawam, Massachusetts, or order, the principal sum of Five Hundred Thirty-Five Thousand (\$535,000) Dollars, with interest at the rate of 6% per annum paid in the following installments: Principal Payment #1 of \$50,000 together with all outstanding interest due on _____ 2025. Principal Payment # 2 of \$75,000 together with all outstanding interest due _____ 2026. Principal Payment #3 of \$75,000 together with all outstanding interest due on _____ 2026. The balance due in the amount of Three Hundred Thirty-Five Thousand and 00/100 (\$335,000.00) Dollars shall be paid with interest at the rate of 6% per annum in Sixty (60) consecutive monthly installments each in the amount of \$6,476.49, due and payable on the _____ day of each month commencing on _____, 2026, and a final payment of principal, interest and late charges, if any, on _____, 2031. Said monthly installments shall be first applied to interest, late charges, if any then due, and the remaining balance to principal. In any event, the entire balance of principal and interest shall be paid to the holder seventy-three months from the date hereof ("Maturity Date").

Payments will be applied in inverse order of maturity. The Note Holder hereof shall be entitled to collect a late charge not to exceed three (3%) percent of any installment unpaid for ten (10) days after due date.

FAILURE TO PAY ANY OF THE SAID INSTALLMENTS WITHIN FIFTEEN (15) DAYS FROM THE DATE WHEN SAME BECOMES DUE SHALL CONSTITUTE A DEFAULT HEREUNDER AND MAKE THE WHOLE OF THE BALANCE OF SAID PRINCIPAL SUM IMMEDIATELY DUE AND PAYABLE AT THE OPTION OF THE NOTE HOLDER.

The filing of any petition in bankruptcy or insolvency by or against the undersigned, or the appointment of any receiver, trustee, trust mortgagee or similar officer or creditors' committee to take charge of any property of the undersigned, or the making of any offer to make a composition of debts with creditors or the commission of any act of bankruptcy or insolvency or the making of an assignment for the benefit of creditors shall constitute a default under this Note.

In the event of any default under this Note or a violation of any term, condition or provision of the Mortgage, the Note Holder hereof may at its option declare the full amount remaining unpaid hereunder to be immediately due and payable, and may thereupon or any time thereafter, demand, sue for and collect the same and proceed against any security.

Upon default, if this Note is referred to an attorney for collection, the undersigned agrees to pay all costs, expenses and reasonable attorney's fees incurred or paid by the Note Holder in demanding payment or in enforcing its rights on this Note.

Each maker, endorser and guarantor of this Note waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance or default of this Note, and the exercise of and enforcement of any rights hereunder by the Note Holder, and assents without notice to any extension or postponement of the time of payment or any indulgence, to any substitution, exchange or release of collateral, if any, and/or to the addition or release of any party or person primarily or secondarily liable hereunder, which may from time to time be agreed to by the holder hereof. The liability of each maker, endorser and guarantor hereof shall be absolute and unconditional without regard to the liability of any other, regardless of the time, order or place of signing.

No delay or omission on the part of the Note Holder in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder, and no single or partial exercise of any right hereunder shall preclude other or further exercise thereof; a waiver of any right or remedy on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any future occasion.

Any deposits or other sums at any time credited by or due from the Note Holder to the maker hereof and any securities or other property of the maker hereof in the possession of the Note Holder may at all times be held and treated as collateral security for the payment of this Note and any and all other liabilities of any maker to the Note Holder, direct, indirect or contingent, joint or several, due or to become due, now existing or hereafter arising.

In the event that the maker hereof incurs additional indebtedness to any bank or incurs additional fixed obligations due to indebtedness or to its lease, without the prior written consent of the Note Holder, during the term of this Note or during any additional time in which the balance due hereunder is unpaid, the entire unpaid balance shall become immediately due and payable at the option of the Note Holder.

In the event that the premises described in the Mortgage are sold, transferred, or conveyed to any other entity, individual, or individuals, or otherwise voluntarily encumbered in whole or in part, or, if there is a change in the managers or the members, or in the percentage interest of any member, of the maker hereof, without the express written consent of the Note Holder, the entire unpaid balance shall immediately become due at the option of the mortgagee.

Any sum or sums loaned by the mortgagee to the mortgagor at any time subsequent to the recording of any mortgage of real estate, to be expended for paying for forbearance, repairs, improvements or replacements to, or for taxes, municipal liens, charges or assessments on the mortgaged premises or to otherwise protect and preserve its security upon notice thereof to the mortgagor shall be equally secured with and have the same priority as the original indebtedness, to the extent that the aggregate amount does not exceed the amount originally secured by the mortgage, according to law.

SIGNED AS A SEALED INSTRUMENT THIS _____ DAY OF _____ 2025.

Witness:

Southbridge Liquors, Inc.

By: _____

Jay Patel, President

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TOWN OF AGAWAM

LIQUOR LICENSE & INVENTORY PLEDGE AGREEMENT

Southbridge Liquors, Inc., a Massachusetts corporation with a usual place of business at 1 South Bridge Drive, Agawam, Massachusetts (hereinafter called the "Pledgor") and Agawam Retail Beverage, Inc., a Massachusetts corporation with a usual place of business at 1 South Bridge Drive, Agawam, Massachusetts (hereinafter called the "Pledgee") hereby agree as follows:

1. To secure the payment of a promissory note of even date payable by the Pledgor to the Pledgee, in the principal amount of Five Hundred Thirty-Five Thousand (\$535,000) Dollars (the "Note"), the Pledgor hereby grants to the Pledgee a security interest in, including, without limitation, a lien on and pledge of all, the Pledgor's Collateral (as hereinafter defined).
2. As used herein the following words and phrases shall have the following meanings:
 - a. "Liquor License" shall mean and refer to the Pledgor's annual all alcohol package store license for the Premises at 1 South Bridge Drive, Agawam, Massachusetts, granted by the Alcoholic Beverages Control Commission and Town of Agawam Licensing Commission.
 - b. "Obligations" shall include, without limitation, all loans, advances, indebtedness, notes, liabilities and amounts, liquidated or unliquidated, owing from the Pledgor to the Pledgee at any time, each of every kind, nature and description, whether arising under this Agreement or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly from the Pledgor to the Pledgee; or are due indirectly from the Pledgor to the Pledgee as assignee), absolute or contingent, due or to become due, now existing or hereafter contracted. Said obligations shall also include all interest and other charges chargeable to the Pledgor or due from the Pledgor to Pledgee from time to time and all costs and expenses referred to in paragraph 3(g) of this Agreement.
 - c. "Collateral" shall mean and refer to the Pledgor's Liquor License, utilized in the conduct of the Pledgor's business, all renewals or extensions thereof, all proceeds thereof, inventory, and all of the assets of the Pledgor's business.
 - d. "Code" shall mean and refer to the Massachusetts Uniform Commercial Code as in effect from time to time.
3. The Pledgor hereby warrants to, represents to and covenants with the Pledgee:
 - a. The Pledgor is the licensee of the Liquor License free and clear of all security interests, liens and encumbrances and the Pledgor will warrant and defend the same and the Pledgee's security interest therein against the claims and demands of all persons.
 - b. The Pledgor will keep the Collateral free and clear of all attachments, claims, liens, security interests and encumbrances of any kind and nature.
 - c. Until all of the Obligations of the Pledgor are satisfied in full the Pledgor will not sell, transfer or otherwise dispose of the Package Store License or any interest therein.
 - d. The Pledgor will use the Liquor License in full compliance with all applicable laws and as may be consistent with any policy of insurance relating thereto.

- e. The Liquor License is all of the licenses used in selling all alcoholic beverages and in conducting business at the Premises, and Pledgor shall be the holder of the Liquor License in its name and shall be entitled to all privileges granted thereby.
- f. The Liquor License shall be kept in full force and effect and shall not be encumbered. Pledgor presently knows of no event or action which might result in the failure of the Liquor License to issue or in the suspension, revocation, cancellation or forfeiture of its rights under the Liquor License.
- g. The Pledgor will indemnify and save the Pledgee harmless from all loss, cost, damage, liability or expense including reasonable attorney's fees, which the Pledgee may sustain or incur by reason of defending or protecting the security interest hereby granted, the priority thereof, the enforcement of any of the Obligations or in the prosecution or defense of any action or proceeding concerning any matter growing out of or connected with this Agreement, the Obligations or the Collateral.
- h. The Pledgor will conduct its business in a lawful manner in order to preserve all of its rights and privileges under the Liquor License.
- i. The Pledgor will apply timely for renewal of the Liquor License and take such other action as may be necessary to obtain such renewal.
- j. The Pledgor will notify the Pledgee in writing immediately upon receipt of its receipt of any notice of any proceeding or order relating to the modification, renewal, cancellation or suspension of the Liquor License.
4. The Pledgor will promptly pay when due, all taxes and assessments on or relating to the Collateral or for its use or operation, or upon this Security Agreement or any note, instrument or other agreement evidencing or given in connection with or as security for any of the Obligations, and Pledgor will provide the Pledgee with copies of all returns evidencing payment of all taxes and assessments on or relating to the Collateral.
5. The Pledgee, may, at its option: (a) pay any sum required to discharge any taxes or liens placed on the Collateral; and (b) pay any sum necessary in the judgement of the Pledgee for the maintenance or preservation of the Collateral. On demand, the Pledgor will reimburse the Pledgee for any payment made or expense incurred by the Pledgee hereunder, with interest at twelve percent (12%) per annum.
6. The occurrence of any of the following events shall be a default by the Pledgor hereunder: (a) failure of the Pledgor to pay or perform any of the Obligations, when due after any applicable cure period; (b) any warranty, representation or statement made or furnished to the Pledgee by the Pledgor or in the Pledgor's behalf proves to have been false in any material respect when made or furnished; (c) any event shall occur which results in the acceleration of the maturity of any indebtedness (whether for money borrowed or otherwise of the Pledgor to others); (d) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, the Pledgor or any endorser or guarantor of any of the Obligations; (e) the calling or sufferance by the Pledgor of a meeting

of the creditors of the Pledgor or the occurrence of a meeting by the Pledgor or a representative thereof with a formal or informal committee of creditors of the Pledgor; or (f) breach by the Pledgor of any warranty, representation, covenant or agreement contained in this Agreement of in any instrument, document or agreement executed pursuant hereto. Notwithstanding anything herein to the contrary, a default shall occur in the performance of this Agreement when the same shall not be cured by Pledgor within fifteen (15) days after mailing notice of said default by Pledgee.

7. Upon any default by the Pledgor hereunder, all Obligations shall, at the Pledgee's option, without notice or demand and notwithstanding any terms for payment set forth in any note or instrument evidencing any of the Obligations, become immediately due and payable; and then and thereafter the Pledgee shall have all rights and remedies specified herein and all rights and remedies of a secured party under the Code, provided same is in accordance with the laws of the Commonwealth of Massachusetts and the rules and regulations of the Massachusetts Alcoholic Beverage Commission (the "ABCC"). The Pledgee may take and maintain possession of the Collateral upon the Pledgor's premises or may remove the same to such other place or places as Pledgee may determine. The Pledgee will give the Pledgor reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition is to be made. The requirement of reasonable notice shall be met if such notice is mailed, certified or registered, postage prepaid, to the address of the Pledgor first hereinabove set forth at least five days before the time of sale or other intended disposition. The Pledgor shall pay all of the Pledgee's expenses of retaking, holding, preparing for sale, selling or any other action similarly relating to realization on the Collateral which expenses shall also include reasonable attorney's fees. Pledgor further agrees to assist Pledgee in obtaining the approval by such officials, authorities and commissions necessary for the sale or transfer of the Liquor License and to pay legal costs and expenses incurred by the Pledgee with regard to same. Nothing herein shall be construed to permit the sale of alcoholic beverages or the transfer of the Liquor License except in accordance with the laws of the Commonwealth of Massachusetts and the rules and regulations of the ABCC and the Local Licensing Authority.
8. No delay or failure on the part of the Pledgee in exercising any right, privilege or, remedy or option hereunder shall operate as a waiver thereof. No waiver whatever shall be valid and binding on the Pledgee unless contained in writing duly executed by the Pledgee and then only to the extent therein set forth.
9. The Pledgee may exercise or enforce any one or more remedies available to it successively, alternatively or concurrently.
10. The Pledgor shall join with the Pledgee in executing financing statements and at the Pledgor's expense cause the same to be filed in such public offices as may be required to perfect the security interest hereby granted. To the extent permitted by law, the Pledgee may file one or more financing statements relating to the security interest hereby granted without the Pledgor's signature thereon. The Pledgor will further, from time to time, execute and deliver such instruments and take all such other action which the Pledgee may require to assure more fully to the Pledgee or to vest more securely in the Pledgee all rights and interests contemplated in this Agreement. A carbon, photographic or other reproduction of this Agreement or any financing statement executed pursuant to the terms hereof shall be sufficient as a financing statement for the purpose of filing with the appropriate public authorities.

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11. This Agreement cannot be amended except by an instrument in writing duly executed by both the Pledgor and the Pledgee.
12. All rights of the Pledgee hereunder shall inure to the benefit of its successors and assigns and this Agreement shall be binding upon the Pledgor's heirs, executors, administrators, successors or assigns. If there be more than one Pledgor, their obligations hereunder shall be joint and several.
13. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts and shall take effect as an instrument under seal.

EXECUTED this _____, 2025.

Southbridge Liquors, Inc.

Jay Patel, President

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

December 21, 2024 through January 23, 2025

Primary Account: 000000112396277

00065175 DRE 703 219 02425 NNNNNNNNNN 1 000000000 15 0000

POOJA JAY PATEL
2 RUSSELL CIR
FRAMINGHAM MA 01702-2446

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-935-9935
Para Espanol: 1-877-312-4273
International Calls: 1-713-262-1679
We accept operator relay calls



A reminder about incoming wire transfer fees

Due to a system issue, we may not have charged you for all incoming wires in the past. Beginning March 23, 2025, wire transfer fees will be charged for all incoming wires for Chase High School CheckingSM, Chase College CheckingSM, Chase Total Checking[®], Chase Premier Plus CheckingSM and Chase SavingsSM accounts. Please visit chase.com/disclosures and review the Additional Banking Services and Fees document for more details.

Please note, we don't charge incoming wire transfer fees for Chase SapphireSM Checking, Chase Private Client CheckingSM, Chase Private Client SavingsSM, Chase Premier SavingsSM accounts and for Chase Premier Plus CheckingSM accounts with Military Enhanced Benefits.

As a reminder, Chase Secure BankingSM and Chase First BankingSM accounts cannot send or receive wire transfers.

If you have any questions, call the number on this statement.

CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings

	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Premier Plus Checking	000000112396277	\$7,524.40	\$7,524.47
Chase Premier Savings	000003592852728	7,604.96	7,605.03
Total		\$15,129.36	\$15,129.50

TOTAL ASSETS

\$15,129.36 **\$15,129.50**

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December 21, 2024 through January 23, 2025
Primary Account: 000000112396277

CHASE PREMIER PLUS CHECKING

POOJA JAY PATEL Account Number: 000000112396277

CHECKING SUMMARY

	AMOUNT
Beginning Balance	\$7,524.40
Deposits and Additions	0.07
Ending Balance	\$7,524.47
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.07
Interest Paid Year-to-Date	\$0.07

Interest paid in 2024 for account 000000112396277 was \$0.77.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$7,524.40
01/23	Interest Payment	0.07	7,524.47
	Ending Balance		\$7,524.47

A monthly Service Fee was **not** charged to your Chase Premier Plus Checking account. Here are the two ways you can continue to avoid this fee during any statement period.

- **Have an average qualifying deposit and investment balance of \$15,000.00 or more**
(Your average qualifying deposit and investment balance was \$20,198.00)
- **OR, authorize us to make automatic payments to your qualifying Chase mortgage from your Chase account.**
(You do not have a qualifying Chase mortgage)

CHASE PREMIER SAVINGS

POOJA JAY PATEL Account Number: 000003592852728

SAVINGS SUMMARY

	AMOUNT
Beginning Balance	\$7,604.96
Deposits and Additions	0.07
Ending Balance	\$7,605.03
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.07
Interest Paid Year-to-Date	\$0.07



December 21, 2024 through January 23, 2025
Primary Account: 000000112396277

Interest paid in 2024 for account 000003592852728 was \$0.92.

The monthly service fee for this account was waived as an added feature of a linked Chase Premier Plus Checking account.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$7,604.96
01/23	Interest Payment	0.07	7,605.03
	Ending Balance		\$7,605.03

You could earn an even higher interest rate on your Chase Premier Savings account when you have activity on your primary checking account each month. Visit any of our branches for details or call us at the telephone number on your statement.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

Call us at 1-866-564-2262 or write us at the address on the front of this statement immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

For business accounts, see your deposit account agreement or other applicable agreements that govern your account for details.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC FUNDS TRANSFERS: Contact us immediately if your statement is incorrect or if you need more information about any non-electronic funds transfers on this statement. For more details, see your deposit account agreement or other applicable agreements that govern your account.

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Page 3 of 4



December 21, 2024 through January 23, 2025

Primary Account: 000000112396277

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

November 23, 2024 through December 20, 2024

Primary Account: 000000112396277

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POOJA JAY PATEL
2 RUSSELL CIR
FRAMINGHAM MA 01702-2446

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-935-9935
Para Espanol: 1-877-312-4273
International Calls: 1-713-262-1679
We accept operator relay calls



00649150201000000022

CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Premier Plus Checking	000000112396277	\$7,524.34	\$7,524.40
Chase Premier Savings	000003592852728	7,604.90	7,604.96
Total		\$15,129.24	\$15,129.36
TOTAL ASSETS		\$15,129.24	\$15,129.36

CHASE PREMIER PLUS CHECKING

POOJA JAY PATEL

Account Number: 000000112396277

CHECKING SUMMARY

Beginning Balance	AMOUNT
	\$7,524.34
Deposits and Additions	0.06
Ending Balance	\$7,524.40
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.06
Interest Paid Year-to-Date	\$0.77

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TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$7,524.34
12/20	Interest Payment	0.06	7,524.40
	Ending Balance		\$7,524.40



November 23, 2024 through December 20, 2024
Primary Account: 000000112396277

A monthly Service Fee was not charged to your Chase Premier Plus Checking account. Here are the two ways you can continue to avoid this fee during any statement period.

- **Have an average qualifying deposit and investment balance of \$15,000.00 or more**
(Your average qualifying deposit and investment balance was \$20,198.00)
- **OR, authorize us to make automatic payments to your qualifying Chase mortgage from your Chase account.**
(You do not have a qualifying Chase mortgage)

CHASE PREMIER SAVINGS

POOJA JAY PATEL Account Number: 000003592852728

SAVINGS SUMMARY

	AMOUNT
Beginning Balance	\$7,604.90
Deposits and Additions	0.06
Ending Balance	\$7,604.96
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.06
Interest Paid Year-to-Date	\$0.92

The monthly service fee for this account was waived as an added feature of a linked Chase Premier Plus Checking account.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$7,604.90
12/20	Interest Payment	0.06	7,604.96
	Ending Balance		\$7,604.96

You could earn an even higher interest rate on your Chase Premier Savings account when you have activity on your primary checking account each month. Visit any of our branches for details or call us at the telephone number on your statement.

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November 23, 2024 through December 20, 2024
Primary Account: 000000112396277

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

Call us at 1-866-564-2262 or write us at the address on the front of this statement immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

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- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

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November 23, 2024 through December 20, 2024
Primary Account: 000000112396277

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

October 23, 2024 through November 22, 2024
Primary Account: 000000112396277

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-935-9935
Para Espanol: 1-877-312-4273
International Calls: 1-713-262-1679
We accept operator relay calls



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00064740 DRE 703 219 32824 NNNNNNNNNN 1 000000000 15 0000

POOJA JAY PATEL
2 RUSSELL CIR
FRAMINGHAM MA 01702-2446

Please review our overdraft service options at the end of this statement

We've included an overview of our overdraft services and fees that are available for personal checking account(s) at the end of this statement.

Please note, the following overdraft services are not available for certain accounts:

- Standard Overdraft Practice and Chase Debit Card CoverageSM are not available for Chase High School CheckingSM, Chase Secure CheckingSM and Chase First CheckingSM.
- Overdraft Protection is not available for Chase Secure CheckingSM and Chase First CheckingSM.

If you have questions, please visit chase.com/overdraft or call us at the number on this statement. We accept operator relay calls.

CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings

	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Premier Plus Checking	000000112396277	\$7,524.28	\$7,524.34
Chase Premier Savings	000003592852728	7,604.84	7,604.90
Total		\$15,129.12	\$15,129.24

TOTAL ASSETS

\$15,129.12 \$15,129.24

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October 23, 2024 through November 22, 2024
Primary Account: 000000112396277

CHASE PREMIER PLUS CHECKING

POOJA JAY PATEL

Account Number: 000000112396277

CHECKING SUMMARY

	AMOUNT
Beginning Balance	\$7,524.28
Deposits and Additions	0.06
Ending Balance	\$7,524.34
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.06
Interest Paid Year-to-Date	\$0.71

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$7,524.28
11/22	Interest Payment	0.06	7,524.34
	Ending Balance		\$7,524.34

A monthly Service Fee was not charged to your Chase Premier Plus Checking account. Here are the two ways you can continue to avoid this fee during any statement period.

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(Your average qualifying deposit and investment balance was \$20,198.00)
- **OR, authorize us to make automatic payments to your qualifying Chase mortgage from your Chase account.**
(You do not have a qualifying Chase mortgage)

CHASE PREMIER SAVINGS

POOJA JAY PATEL

Account Number: 000003592852728

SAVINGS SUMMARY

	AMOUNT
Beginning Balance	\$7,604.84
Deposits and Additions	0.06
Ending Balance	\$7,604.90
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.06
Interest Paid Year-to-Date	\$0.86

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October 23, 2024 through November 22, 2024

Primary Account: 000000112396277

The monthly service fee for this account was waived as an added feature of a linked Chase Premier Plus Checking account.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$7,604.84
11/22	Interest Payment	0.06	7,604.90
	Ending Balance		\$7,604.90

You could earn an even higher interest rate on your Chase Premier Savings account when you have activity on your primary checking account each month. Visit any of our branches for details or call us at the telephone number on your statement.



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October 23, 2024 through November 22, 2024
Primary Account: 000000112396277

Overdraft and Overdraft Fee Information for Your Chase Checking Account

What You Need to Know About Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. Whether your account has enough money to cover a transaction is determined during our nightly processing. During our nightly processing, we take your previous end of day's balance and post credits. If there are any deposits not yet available for use or holds (such as a garnishment), these will reduce the account balance used to pay your transactions. Then we subtract any debit transactions presented during our nightly processing. The available balance shown to you during the day may not be the same amount used to pay your transactions as some transactions may not be displayed to you before nightly processing.

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize or pay any transactions presented for payment. If we do not authorize an overdraft, your transaction will be declined. If we do not pay an overdraft, your transaction will be returned. Additional information about overdrafts and your account features can be found in the *Deposit Account Agreement*.

We can cover your overdrafts in three different ways:

1. We have a Standard Overdraft Practice that comes with your account.
2. We offer Overdraft Protection through a link to a Chase savings account, which may be less expensive than our Standard Overdraft Practice. You can contact us to learn more.
3. We also offer Chase Debit Card CoverageSM, which allows you to choose how we treat your everyday debit card transactions (e.g. groceries, gasoline or dining out), in addition to our Standard Overdraft Practice.

This notice explains our Standard Overdraft Practice and Chase Debit Card Coverage.

- **What is the Standard Overdraft Practice that comes with my account?**
We **do** authorize and pay overdrafts for the following types of transactions:
 - Checks and other transactions made using your checking account number
 - Recurring debit card transactions (e.g. movie subscriptions or gym memberships)
- **What is Chase Debit Card Coverage?**
If you enroll in Chase Debit Card Coverage we **may** authorize and pay overdrafts for **everyday debit card transactions** (e.g. groceries, gasoline or dining out) in addition to our Standard Overdraft Practice.
- **What fees will I be charged if Chase pays my overdraft?**
If we authorize and pay an overdraft, we'll charge you a \$34 Overdraft Fee per transaction during our nightly processing beginning with the first transaction that overdraws your account balance by more than \$50 (maximum of 3 fees per business day, up to \$102).

We won't charge you an Overdraft Fee in the following circumstances:

- With Chase Overdraft AssistSM, we won't charge an Overdraft Fee if you're overdrawn by \$50 or less at the end of the business day **OR** if you're overdrawn by more than \$50 and you bring your account balance to overdrawn by \$50 or less at the end of the next business day (you have until 11 p.m ET (8 p.m PT) to make a deposit or transfer). Chase Overdraft Assist does not require enrollment and comes with eligible Chase checking accounts.
- We won't charge an Overdraft Fee for transactions that are \$5 or less.
- We won't charge an Overdraft Fee if your debit card transaction was authorized when there was a sufficient available balance in your account.
- For Chase SapphireSM Checking and Chase Private Client CheckingSM accounts, there are no Overdraft Fees when item(s) are presented against an account with insufficient funds on the first four business days during the current and prior 12 statement periods. On a business day when we returned item(s), this counts toward the four business days when an Overdraft Fee will not be charged.
- **What if I want Chase to authorize and pay overdrafts on my everyday debit card transactions?**
If you or a joint account owner want Chase to authorize overdrafts on your everyday debit card transactions, please make your Chase Debit Card Coverage selection. You can change your Chase Debit Card Coverage selection at any time by signing in to chase.com or Chase Mobile® to update your account settings, calling us at 1-800-935-9935 (or at 1-713-262-1679 if outside the U.S.), or visiting a Chase branch. We accept operator relay calls.

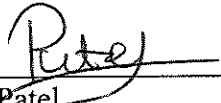
AFFIDAVIT IN SUPPORT OF THE LIQUOR LICENSE APPLICATION
OF SOUTHBRIDGE LIQUORS, INC.

I, the undersigned, do hereby attest under the pains and penalties of perjury as follows:

- 1) I, Pooja Patel, am gifting \$15,000 to my husband, Jay Patel, to apply towards the purchase of the business known as Southbridge Liquor & Market located at 1 South Bridge Drive, Agawam, Massachusetts.
- 2) There is no obligation to repay these funds.
- 3) I, Pooja Patel, will not will not have any interest nor exercise any control over the liquor license known as Union Mart located at 1 South Bridge Drive, Agawam, Massachusetts.
- 4) In making the affirmations contained herein, I reserve my right to contest any determination by the ABCC to the contrary, including any determination regarding the definition of direct or indirect interest under Chapter 138. I make these affirmations to the best of my knowledge and without further investigation.

SWORN TO UNDER OATH AND THE PAINS AND PENALTIES OF PERJURY THIS

February 4, 2025



Pooja Patel

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LEASE ASSIGNMENT, ASSUMPTION, AND AMENDMENT AGREEMENT

AGREEMENT made this 7th day of February 2025, by and among Pun Agawam Partnership, LLC, a Massachusetts limited liability company with a mailing address of P.O. Box 267, Westfield, Massachusetts 01085 (the "Landlord"), Agawam Retail Beverage, Inc., with an address of 111 Snow Road, P.O. Box 547, Marshfield, Massachusetts (the "Assignor"), Southbridge Liquors, Inc., a Massachusetts corporation with a usual place of business at 1 Southbridge Drive, Agawam, Massachusetts (the "Assignee") and Nilkumar Patel of 6 Sequoia Drive, Kingston, Massachusetts, and Jay R. Patel of 2 Russell Circle, Framingham, Massachusetts (collectively, the "Guarantors").

WHEREAS, the Landlord and Assignor, as tenant, entered into a lease for certain retail space located at 1 South Bridge Drive, Agawam, Massachusetts (the "Premises"), by lease agreement dated August 19, 2024 (the "Lease"); and

WHEREAS, the initial term of the Lease was for a period of five (5) years commencing on August 19, 2024, and expiring August 19, 2029; and

WHEREAS, the Lease provided the Assignor with three (3) options to extend said term for additional periods of five (5) years each commencing on August 20, 2029, August 20, 2034, August 20, 2039, respectively; and

WHEREAS, the Assignor and Assignee have entered into an asset purchase agreement for the purchase and sale of the business known as "Southbridge Wine & Market" (the "Business"); and

WHEREAS, the Assignor is desirous of assigning the Lease to the Assignee for the continued use of the Premises as a liquor store; and

WHEREAS, the Assignee has requested that the Landlord delete Section 18.4.2 of the Lease which states that the Assignor's right of first refusal to purchase the Premises in Section 18.4 (the "Right of First Refusal") is not assignable or transferable; and

WHEREAS, the Landlord consents to the assignment and amendment of the Lease upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

Patel, Nilkumar - PUR of Wine & Market, 1 South Bridge Drive, Agawam #24-376/ Lease Assignment, Assumption, and Amendment Agreement

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1. The Assignor assigns all of its right, title and interest as Assignor in the Lease to the Assignee and the Landlord hereby consents to the assignment of the Lease by the Assignor to the Assignee. The Assignee assumes and agrees to be bound by and pay and perform all of the obligations, terms, covenants, and conditions which pursuant to the Lease, are to be observed, kept and performed by the Assignor. This assignment is consented to by the Landlord upon the express condition that no further assignment of the Lease shall hereafter be made without the express written consent of the Landlord in accordance with the terms of the Lease.
2. The Lessor agrees that upon the Effective Date of this Agreement the Lessee shall be released from any further liability arising pursuant to the Lease as of the Effective Date and subsequent to that date.
3. The Guarantors agree to jointly and severally guaranty and to be primarily liable for the performance of all of the terms and conditions of the Lease to be performed by the Assignor thereunder including the prompt and punctual payment of rent and any other charges to be paid by the Assignor pursuant to the Lease and to execute the Guaranty of Lease form attached hereto as Exhibit A.
4. The parties agree that Section 18.4.2 stating that the Right of First Refusal is not assignable or transferable is deleted in its entirety.
5. The Landlord and Assignor hereby represent that the Lease is in full force and effect and that neither party is in default at the present time or in violation of any of the terms and conditions of the Lease.
6. In no way does this Lease Assignment, Assumption, and Amendment Agreement modify, extend, or otherwise alter the terms and conditions and covenants of the Lease, except as expressly set forth herein.
7. This Assignment may be signed in counterparts and shall be fully enforceable when signed in such manner. Scanned or electronic signatures may be used in place of original signatures on this Assignment. The parties hereto intend to be bound by the signatures on the scanned or electronic document, are aware that the other party will rely on the scanned or electronic signatures, and hereby waive any defenses to the enforcement of the terms of this Assignment based on the form of signature.
8. This Lease Assignment and Assumption Agreement will be effective as of the date (the "Effective Date") that the Assignee purchases the Business from the Assignor. If the Assignee does not purchase the Business for any reason whatsoever, this Lease Assignment, Assumption and Amendment Agreement shall be null and void and of no effect.

Patel, Nilkumar - PUR of Wine & Market, 1 South Bridge Drive, Agawam #24-376/ Lease Assignment, Assumption, and Amendment Agreement

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 7th day of February 2025.

WITNESSES:

LANDLORD:

Pun Agawam Partnership, LLC

Signed by:
By: Bik Wan Pun
Bik Wan Pun, Manager

ASSIGNOR:

Agawam Retail Beverage, Inc.

DocuSigned by:
By: Daniel Newcomb
Daniel Newcomb, Manager

ASSIGNEE:

Southbridge Liquors, Inc.

DocuSigned by:
By: Jay R. Patel
Jay R. Patel, President

GUARANTORS:

Signed by:
Nilkumar Patel
Nilkumar Patel

DocuSigned by:
Jay R. Patel
Jay R. Patel

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EXHIBIT A

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Patel, Nilkumar - PUR of Wine & Market, 1 South Bridge Drive, Agawam #24-376/ Lease Assignment, Assumption, and Amendment Agreement

LEASE AGREEMENT

This Lease Agreement ("Lease" or "Agreement") is made effective as of this 19th day of August, 2024 between PUN AGAWAM PARTNERSHIP, LLC, a Massachusetts limited liability company with a mailing address of P.O. Box 267, Westfield, Massachusetts 01085 (the "Landlord") and AGAWAM RETAIL BEVERAGE, INC. DBA WINE & MARKET with an address of 111 Snow Road, P.O. Box 547, Marshfield, MA 02050 ("Tenant").

WITNESSETH

In consideration of the mutual covenants and agreements in this Lease, Landlord leases to Tenant and Tenant leases from Landlord, the Leased Premises, as described herein.

1. PREMISES TO BE LEASED.

The Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, upon and subject to the terms and provisions of the Lease, the following described premises (sometimes hereinafter referred to as the "Leased Premises"):

Approximately Three Thousand Five Hundred square feet of retail space and common area that is part of the building containing office and retail space. The Leased Premises is a portion of the building located at 1 Southbridge Drive, Agawam, MA 01001 (the "Building" and together with all common areas, grounds and parking lots, the "Property".)

Tenant acknowledges that it has inspected the Demised Premises and is fully satisfied with the physical condition thereof and agrees to accept possession of the Demised Premises in "as is" condition.

2. TERM OF LEASE.

Initial Term: Landlord leases to Tenant and Tenant leases from Landlord the Leased Premises for the Term to commence on August 19, 2024 (the "Commencement Date") and ending on the date five (5) years later (the "Initial Term"), unless sooner terminated as provided in this Lease.

3. USE OF PREMISES

3.1 Permitted Use. Tenant shall use and occupy the Premises exclusively for a Convenience store and package store (license for the sale at retail of alcoholic beverages not to be consumed on the premises where sold) and related consumer products and shall not use nor permit the Premises to be used for any other purpose.

3.2 Prohibited Use. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants, injure or annoy them, or disturb the quiet enjoyment of other tenants or occupants. Tenant shall not use or suffer or permit any person or persons to use the Premises or any part thereof for any use or

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purpose in violation of the laws of the United States of America or the Commonwealth of Massachusetts.

3.3 Nuisance. Tenant covenants and agrees that the Premises and every part thereof shall be kept by Tenant in a clean and orderly condition, free of any objectionable noise, offensive odors or other offensive impacts which could be a nuisance to other tenants of the Building, to surrounding property owners, or to invitees or licensees of the Project. If the use permitted under this Lease is reasonably determined by Landlord to be a use that may generate excessive noise, offensive odors or other offensive impacts which could be a nuisance to other tenants in the Building, to surrounding property owners, or to business invitees or licensees of the Building, Landlord shall notify Tenant thereof and Tenant shall be responsible for installing, providing for and maintaining, at Tenant's sole cost and expense, measures to mitigate the nuisance or potential nuisance. The type and adequacy of such mitigating measures shall be approved by Landlord in Landlord's discretion, not to be unreasonably withheld, conditioned or delayed.

3.4 Compliance with Laws. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, declarations, restrictions, covenants, conditions and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises and Tenant's improvements in the Premises, excluding structural changes not relating to or affecting the condition, use or occupancy of the Premises, or not related or afforded by Tenant's improvements or acts. Without limiting the generality of the foregoing, Tenant shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the Premises and any work performed by Tenant therein.

4. BASE RENT.

4.1 The Base Rent is set forth in Paragraph 44.11 below.

The rent is due on the first day of each month. The Tenant must pay a late charge of five (5%) percent as additional rent for each payment that is more than ten (10) days late. This late charge is due with the monthly rent payment. The Tenant must also pay a fee of One Hundred (\$100.00) Dollars as additional rent for any dishonored check. The Tenant must also pay all state sales, excise, privilege, and use taxes on the rental of the Demised Premises under this lease payable in advance in equal monthly installments. It is hereby mutually agreed that notwithstanding anything to the contrary herein contained, the Demised Premises is demised for the rental for the entire said term, payable at the time of making of this Lease and that the provisions herein contained for the payment of said rent in installments are for the convenience of Tenant only and that upon default in payment of the rent installments within thirty (30) days after receipt of written notice from Landlord stating such default, then the whole of the rent hereby reserved of the whole of said term and then remaining unpaid shall at once become due and payable without any notice or demand. In the event any payment of rent is not paid within ten (10) days of its due date, or in the event of default by Tenant in the payment of any other sums of money required hereunder, interest at the rate of eighteen percent (18%) or at the highest rate allowed by law,

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whichever is lower, shall accrue on the amount of such rental in default or other sums of money due Landlord hereunder, which interest shall be in addition to the service charge as herein provided.

If Tenant defaults in the timely payment of rent or any additional rent or sum herein reserved, as required in this lease within ten (10) days after notice specifying the default, or if Tenant defaults in compliance with any of the other non-monetary covenants or conditions of this lease and fails to cure such default within thirty (30) days after notice specifying the default, then Landlord may (a) cancel and terminate this lease upon written notice to Tenant (whereupon the term shall terminate and expire, and Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable under the term of this lease).

Tenant will be in "Chronic Default" under this lease if Tenant commits a default (either a Monetary or Non-Monetary Default) during the term of the lease in which any of the following combinations of default has already occurred (even though said defaults may have been timely cured):

Three Monetary Defaults; or
Three Non-Monetary Defaults; or
Two Monetary Defaults and one Non-Monetary Defaults.

If Tenant is in Chronic Default, Landlord may (a) cancel and terminate this lease upon written notice to Tenant (whereupon the term shall terminate and expire, and Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable under the term of this lease); and/or (b) at any time thereafter reenter and assume possession of the Premises as if this lease had not been made, Tenant hereby waiving the service of any notice of intention to reenter or to institute legal proceedings to that end.

Definitions. For the purpose of this section, (i) a Monetary Default occurs if Tenant fails to pay any sum of money when due or within cure period; (ii) a Non-Monetary Default occurs if Tenant fails to perform any of its obligations under this lease other than the timely payment of money unless cured within thirty (30) days.

Tenant hereby waives its rights to plead any counterclaim or offset in any action or proceeding brought by Landlord against Tenant for nonpayment of rent or default hereunder. This shall not, however, be construed as a waiver of Tenant's rights to assert any claim in a separate action brought by Tenant.

If Tenant defaults in the timely payment of rent or any additional rent or sum herein reserved, as required in this lease, or if Tenant defaults in compliance with any of the other covenants or conditions of this Lease and notice of default in the form of Certified Mail with Return Receipt Requested is given by Landlord, Tenant shall pay to Landlord the sum of \$500.00 subject to change to cover Landlord's administrative costs, overhead and counsel fees in connection with the notice.

4.2 No payment by Tenant or receipt by Landlord of an amount less than the Base Rent stipulated in this Lease shall be deemed to be something other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or payment, or any writing accompanying any check or payment of such rent, be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

5. REAL ESTATE PROPERTY TAX

5.1 The real estate property tax is set forth in Paragraph 44.11.1 below.

6. MAINTENANCE BY TENANT.

6.1 Tenant shall be responsible for all maintenance and repairs of the Leased Premises and shall keep the Leased Premises in good condition and repair consistent with use of the Leased Premises for the Permitted Use for the Tenant's Leased space. Tenant shall be responsible for cleaning the Leased Premises and removal of refuse to be deposited into a dumpster. Except for those obligations specifically provided to be Landlord's responsibility set forth in section 6.2 below, the Tenant shall maintain the Leased Premises and make all repairs and replacements of every kind and character, interior and exterior, ordinary and extraordinary, including, and unless specified not limited to, the plumbing, electrical, equipment and mechanical systems, heating, air conditioning and ventilation system (the "HVAC") and walk-in coolers, and lights and lighting necessary to preserve and maintain the interior of Leased Premises and its appurtenances. In addition, Tenant shall replace in the Leased Premises all glass, including plate glass, damaged or destroyed by any cause whatsoever during the term of this Lease. All the foregoing repairs and replacements shall (a) be performed in a good and workmanlike manner, (b) be of first-class quality, (c) not diminish the overall value of the Leased Premises, and (d) be subject to Landlord's prior written approval (except in cases of emergency), such approval not to be unreasonably delayed or withheld. All repairs and replacements and other property attached to or used in connection with the Leased Premises by or on behalf of Tenant other than removable trade fixtures shall become the property of Landlord without payment on the termination of this Lease.

If Tenant fails to make a repair within a reasonable period of time after request by Landlord, Landlord may, but need not, undertake to make that repair and add the cost thereof to Tenant's Rent, as Additional Rent.

6.2 Landlord shall be responsible for maintaining and repairing at Landlord's expense the structural components of the Leased Premises, the roof, the building foundation, structural columns and beams and common area parking lot, except that if such repairs are necessitated by the negligence of Tenant, Landlord may charge Tenant for the cost of such repairs.

Notwithstanding anywhere stated to the contrary, the Landlord shall not be responsible for the storefront windows and doors. The Tenant shall make any repair or replacement for the storefront windows and doors.

7. ALTERATIONS AND IMPROVEMENTS.

7.1 Tenant covenants and agrees that it will not make any major improvements, changes, installations, renovations, additions, or alterations in and about the Leased Premises without the prior written consent of Landlord which consent shall not be unreasonably conditioned, delayed or withheld. Tenant covenants and agrees that it will not make any structural improvements, changes, installations, renovations, additions, or alterations in and about the Leased Premises of any kind whatsoever, without first obtaining the prior written consent of Landlord.

7.2 Tenant will procure all necessary permits before making any repairs, installations, alterations, additions, improvements, or removals. If necessary, Landlord shall cooperate with Tenant in obtaining such permits. Tenant will make all repairs, installations, alterations, improvements and removals in a good and workmanlike manner, in conformity with all laws, ordinances and regulations of all public authorities and all insurance inspections or rating bureaus having jurisdiction, and so that the structure of the Building will not be endangered or impaired. Tenant will repair all damage caused by or resulting from any such repairs, installations, alterations, additions, improvements, or removals, including, but without limitation, the filling of holes. Tenant will pay promptly when due all charges for labor and materials in connection with any work done by Tenant on the Leased Premises so that the Property shall at all times be free of liens and shall immediately discharge any such liens filed by any contractor retained by Tenant. Tenant agrees to save Landlord harmless from, and indemnify Landlord against, any and all claims for injury, loss or damage to persons or property caused by or resulting from the doing of any such work.

8. CHANGE IN SCOPE OF TAXATION.

8.1 If during the Term, the method or scope of taxation prevailing on the date of last execution of this Lease shall be altered, modified or enlarged so as to cause the method of taxation to be changed, in whole or in part, so that in substitution for the real estate taxes now assessed there may be, in whole or in part, a capital levy or other imposition based on the value of the Leased Premises, or the rents received, or some other form of assessment based in whole or in part on some other valuation of the Property, then and in such event, the substituted tax or imposition shall be payable and discharged by Tenant in the manner required pursuant to such law promulgated which authorizes such change in the scope of taxation, and as required by the terms and conditions of this Lease.

8.2 No provision contained in this Lease shall require Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of Landlord, or federal income or state income tax (but not state income tax if in whole or partial substitution for real property taxes), or excess profits or revenue tax.

9. INSURANCE.

9.1 Landlord shall keep the Building and the entire Leased Premises insured against loss or damage by fire and such other risks and in such amounts as Landlord deems appropriate. Additionally, if any applicable Landlord insurance premiums or other increases to insurance rates



shall be increased as a result of Tenant's occupancy and use of the Leased Premises, the Tenant shall pay such additional premium cost forthwith as Additional Rent to the Landlord.

9.1.1 Landlord's Policy. Tenant will not be named as an additional insured in any insurance policies carried by Landlord and shall have no right to any proceeds therefrom.

9.2 Tenant shall obtain and maintain broad form commercial (comprehensive) general liability insurance (including but not limited to insurance against assumed or contractual liability under this Lease) with respect to the Leased Premises and its appurtenances, naming Landlord as additional insured, in amounts not less than \$1,000,000 single occurrence/\$2,000,000 aggregate.

9.3 Tenant shall obtain and maintain all risks property and casualty insurance, including theft coverage, written at replacement cost value and with replacement cost endorsement, covering the Leased Equipment, the contents, inventory, trade fixtures, machinery, equipment and furnishings that are owned by the Tenant and used or useable within the Leased Premises.

9.4 Tenant shall deliver to Landlord the policies or certificates of the insurance required by this Lease prior to the Commencement Date and, as necessary, prior to the expiration of the policy it renews. Each policy of insurance shall contain a provision by which the insurer agrees that the policy will not be cancelled, materially changed or not renewed without Landlord's receiving at least thirty (30) days prior written notice from the insurer to Landlord. Each policy of insurance shall name the Landlord as an additional insured.

9.5 Coverage. Landlord makes no representation that the limits or forms of coverage specified above or approved by Landlord are adequate to insure Tenant's property or Tenant's obligations under this Lease, and the limits of any insurance carried by Tenant shall not limit Tenant's obligations or liability under any provision of this Lease.

10. UTILITIES.

10.1 Payment. Tenant shall pay, as they become due, all bills for electricity, water, gas, telephone service, Internet service, sewer, refuse and trash collection, and other utilities and services furnished to the Premises and presently separately metered, together with any taxes, penalties, surcharges or the like pertaining thereto. Tenant shall contract directly with the applicable utility provider for such services.

10.2 Interruptions. Tenant agrees that Landlord shall not be liable to Tenant for Landlord's failure to furnish gas, electricity, telephone service, Internet service, water, or other utility that Tenant is responsible for pursuant to Section 10.1 above.

11. WASTE.

Tenant shall suffer no waste or injury in or about the Leased Premises inclusive of parking lot areas, lawn and sidewalks and shall comply with all federal, state, county and municipal laws, ordinances and regulations applicable to the structure, use and occupancy of the Leased

Premises. In addition, Tenant shall affect the correction, prevention and abatement of nuisances, violations, or other grievances in, upon or connected with the Leased Premises.

12. LANDLORD'S RIGHT TO CURE.

Landlord and its agents and workmen shall have the right, after notice to Tenant and without interference to Tenant's business, to enter into and upon the Leased Premises at all reasonable times for the purpose of inspection and examination of the state of repair and condition thereof and to make repair or maintenance which the Tenant has failed to make after notice from the Landlord. In case of an emergency, Landlord shall not be required to provide notice to Tenant, and shall be allowed to enter the Leased Premises to make required repairs.

If the Tenant fails to maintain the Leased Premises as required herein or make any required repairs after reasonable notice, based on the nature of the required repair, (or prior to notice in case of emergency), Landlord may, but shall not be obligated to, make such repairs as shall be necessary as a consequence of any failure of Tenant to meet its obligations under this Lease. The cost of any such repairs undertaken by Landlord, together with interest thereon at the rate often percent (10%) per annum, shall be deemed to be Additional Rent payable by Tenant upon demand by Landlord. The making of any such repairs by Landlord shall not constitute a waiver by Landlord of any right or remedy provided by this lease upon Tenant's default in the making of such repairs.

13. DESTRUCTION.

If the Leased Premises or the Building at any time during the term, are damaged in whole or in part by fire, flood, tornado or by the elements, or by an Act of God, or by the public enemy or otherwise, Tenant shall give prompt notice to Landlord.

If the Leased Premises or the Building is substantially damaged, then this Lease and the Term, at the election of the Landlord, shall either terminate or if Landlord shall elect to rebuild and restore the Building, this Lease shall continue in full force and effect. Landlord agrees to notify Tenant of its election within one hundred eighty (180) days following Tenant's notice or Landlord's discovery of such damage.

If the Leased Premises or the Building are damaged but not substantially damaged, or if Landlord elects to restore the Building after substantial damage, Landlord shall repair the damage and restore the Leased Premises to substantially the same condition as existed immediately prior to the damage with reasonable dispatch. However, Landlord's obligation to restore does not include restoring leasehold improvements or Tenant's fixtures, equipment and property, and Landlord is not required to spend more than the net insurance proceeds actually made available to Landlord.

If Landlord gives Tenant a termination notice, this Lease and the Term shall terminate on the date specified in the termination notice, with the same effect as though that date were the scheduled Termination Date, and Base Rent, Additional Rent and other charges payable under this Lease shall be apportioned and paid up to the date of the damage, and any prepaid unearned rent or other charges shall forthwith be repaid by Landlord to Tenant.

"Substantially damaged" for purposes of this Section shall be defined as damage to the Building in excess of fifty percent (50%) of either the rentable floor area or the Building's replacement cost, or in excess of fifteen percent (15%) of either during the last three years of the Term.

Notwithstanding the foregoing, if insurance proceeds recovered shall be insufficient to restore the Leased Premises in accordance with this Section, and Landlord elects to rebuild, then Landlord promptly shall notify Tenant of the estimated amount of such insufficiency. Within fifteen (15) days after receiving Landlord's notice pursuant to the preceding sentence, Tenant will notify Landlord of Tenant's election either:

(i) to pay such insufficiency to Landlord, in which case, Landlord will rebuild; or

(ii) not to pay such insufficiency, in which case, unless Landlord elects to rebuild notwithstanding the insufficiency, this Lease will terminate as of the date on which the damage or destruction occurred, and rent and other charges will be apportioned and paid to that termination date, and any prepaid unearned rent and other charges will be repaid to Tenant. Tenant shall be entitled to an abatement of the Base Rent and Additional Rent for the period during which the Leased Premises are rendered untenable for the Permitted Use. If only a part of the Building is rendered untenable for the Permitted Use, the Base Rent shall be reduced proportionately.

If the Building is so damaged that it is necessary in Landlord's sole discretion, to demolish the Building for restoration or reconstruction, Landlord may demolish the Building, in which case rent shall be abated as though the Building were substantially damaged.

14. INDEMNIFICATION.

Tenant shall indemnify and save harmless Landlord from all fines, penalties, costs, suits, proceedings, liabilities, damages, claims, and actions of any kind arising out of the use and occupation of or in any way connected with the Leased Premises, or by reason of any breach or nonperformance of any covenant or condition of this Lease by Tenant, except for such fines, penalties, costs, suits, proceedings, liabilities, damages, claims and actions which are a result of acts or omissions of the Landlord or its agents. This indemnification shall extend to all claims by any person or party for death or injury to persons and damage to any property, and to legal expenses, including reasonable attorney's fees, incurred by Landlord in the defense of such claims or in the enforcement of any provision of this Lease.

15. NON-LIABILITY OF LANDLORD.

Landlord shall not be liable for any damage or injury which may be sustained by Tenant or any other person as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, gas, sewer, waste or spoil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like, or of the electrical, ventilation, air conditioning, gas, power conveyor, refrigeration, sprinkler, heating or other systems, elevators or hoisting equipment, if any, in the Leased Premises, or by reason of the elements, or resulting from acts, conduct or omissions on

the part of Tenant, or of Tenant's agents, employees, guests, licensees, invitees, assignees or successors, or on the part of any other person or party.

16. TENANT'S SIGNS.

Tenant's signage shall comply with all laws, ordinances and regulations of any governmental authority having jurisdiction. Tenant shall be responsible for any repairs or replacement of Tenant's signs.

17. ACCESS TO PREMISES.

At any time on reasonable prior notice, Tenant shall permit Landlord or its agents to enter the Leased Premises to show the Leased Premises to lenders, appraisers, and possible purchasers, and at any time within six months prior to the expiration of this Lease to persons wishing to rent the Leased Premises. Tenant shall permit the usual "To Let" and "For Sale" signs to be placed on the Leased Premises and to remain thereon without hindrance or molestation.

18. ASSIGNMENT AND SUBLETTING.

18.1 Tenant shall not assign this lease, in whole or in part, nor sublet all or any part of the leased premises, nor license concessions or lease departments therein, without first obtaining the written consent of Landlord. Landlord agrees not to unreasonably withhold or delay its consent. Landlord reserves its right to withhold its consent if Tenant is in breach of any promise herein or Monetary Default as defined in Paragraph 4 above. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the requirement for such consent to any subsequent assignment or subletting. Should Tenant desire to assign this Lease or sublet the Demised Premises, Tenant shall submit to Landlord a written request for Landlord's consent to such assignment or subletting, such written request shall contain the (i) name and address of proposed assignee or subtenant; (ii) banking, financial and other credit information with respect to such proposed assignee or subtenant reasonably sufficient to enable Landlord to determine the financial responsibility of the proposed assignee or subtenant; (iii) the nature and character of the business and proposed use and purpose of the assignee or subtenant; (iv) a check made payable to the Landlord in the amount of \$1,000.00 (subject to change) to cover all administrative expenses for review of the above, including Landlord's attorney fee, such check shall be non-refundable. If Landlord consents to an assignment, Tenant shall, at all times, remain jointly and severally liable for the full performance of each and every covenant of this Lease along with the Assignee for a period of 2 years from the date of the lease assignment.

a. The assignment and/or subletting must be, of all of Tenant's leasehold interest and of the entire leased premises and, in the case of an assignment, shall also transfer to the assignee all of Tenant's rights in, and interest under, this lease, including the security, if any, deposited hereunder. Upon each assignment or subletting, additional security in a sum of equal to one (1) month then current rental shall be deposited with the Landlord.

b. At the time of such assignment and/or subletting, this lease must be in full force and effect without any breach or default hereunder on the part of Tenant;

c. The assignee or sublessee shall assume, by written recordable instrument, in form and content satisfactory to Landlord, the due performance of all of Tenant's obligations under the lease, including any accrued obligations at the time of the assignment or subletting;

d. A copy of the assignment or sublease and the original assumption agreement (both in form and content satisfactory to Landlord), fully executed and acknowledged by the assignee and/or sublessee, together with a certified copy of the properly executed corporate resolution, if any, authorizing such assumption agreement, shall be mailed to Landlord at least thirty (30) days prior to the effective date of such assignment or subletting;

e. Such assignment and/or subletting shall be upon and subject to all the provisions, terms, covenants and conditions of this lease and Tenant and any assignee(s) and sublessee(s) shall continue to be and remain liable hereunder;

f. The proposed assignee or subtenant shall be a reputable person of good character and with sufficient financial worth considering the responsibility involved, and Landlord has been furnished with reasonable proof thereof; the financial condition of the assignee or sublessee shall be satisfactory to Landlord at Landlord's sole discretion.

18.2 For the purpose of this Lease, any sale, transfer or assignment, or aggregates thereof, of more than fifty (50%) percent or the controlling interest of any class of stock of any corporate tenant or assignee, or more than fifty (50%) percent partnership or the controlling interest in a partnership tenant or assignee, shall be deemed an assignment of this Lease.

18.3 Landlord. Landlord shall have the right to transfer all or any portion of its interest in the Premises and to assign this Lease to the transferee. In the event of such a transfer, Tenant agrees that Landlord shall automatically be released from all duties, obligations and liabilities under this Lease, and Tenant hereby agrees to look solely to Landlord's transferee for the performance of Landlord's obligations under this Lease from and after the date of transfer.

18.4 Right of First Refusal. Landlord hereby agrees that if, from time to time during the Lease Term, Landlord receives a bona fide offer in writing from a third-party to consummate a sale of the Building or Premises, Landlord shall promptly notify Tenant thereof in writing (an "Offer Notice"), which notice shall contain the following information: (a) the purchase price with respect to such sale (the "Sales Price"); (b) the desired closing date for such sale, which shall not be less than 120 days after the date Tenant receives the Offer Notice; and (c) all the other terms and conditions that are material to such sale, and shall be accompanied by a true, correct and complete copy of the sale offer, including all schedules, exhibits and annexes (if any) thereto. Each Offer Notice shall constitute an offer (the "ROFR Offer") by Landlord to Tenant to purchase the Building or Premises, as applicable, on the terms and conditions set forth in the Offer Notice including the Sales Price set forth therein. If Tenant desires that it or its designee (which designee may be, without limitation, an unaffiliated non-profit organization or community organization) accept the ROFR Offer, Tenant shall give Landlord notice to that effect within sixty (60) days (the "Offer Period") after Tenant's receipt of such Offer Notice. If Tenant fails to accept the ROFR Offer within such sixty (60) day period (or affirmatively rejects such offer), then Landlord shall be free to effectuate the sale contemplated in the Offer Notice within 120

days of the Offer Period; provided that, if such sale is not consummated within such 120 day period in accordance with the terms and conditions set forth in the Offer Notice, then Tenant's right of first refusal hereunder shall remain in full force and effect. Landlord hereby agrees that monetary damages would not be a sufficient remedy for any breach by it of this Section, and Tenant shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach.

18.4.1 Any of Tenant's rights under this Paragraph 18.4, shall be extinguished and unenforceable in the event of Tenant's Monetary Default (as defined above in Paragraph 4), or any breach of Tenant's obligations under Paragraph 9.

18.4.2 This clause 18.4 is not assignable or transferable.

19. COVENANT AGAINST LIENS.

Tenant agrees that it shall not encumber or suffer or permit to be encumbered, the Leased Premises or the fee thereof by any lien, charge or encumbrance, and Tenant shall have no authority to mortgage or hypothecate this Lease in any way whatsoever.

20. SUBORDINATION.

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the Premises are a part and Tenant shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

21. SECURITY DEPOSIT.

Upon the execution of this Agreement Tenant shall deposit with Landlord a security deposit in the amount of \$7200.00 as security for the full and faithful performance of this Lease by Tenant (the "Security Deposit"). Landlord shall have the right to commingle the Security Deposit with its general funds and said Security Deposit shall not be required to be segregated, nor shall the Security Deposit bear interest.

The security deposit shall not be mortgaged, assigned, transferred, or encumbered by Tenant without the consent of Landlord, and any such act on the part of Tenant shall be without force and effect and shall not be binding upon Landlord. Upon an event of default, Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof appropriate and apply said entire security deposit or so much thereof as may be necessary to compensate Landlord in respect of the payment of rent or other charges or damage sustained by Landlord due to such event of default on the part of Tenant; and Tenant shall forthwith upon demand restore said security deposit to the original sum deposited. Should Tenant fully comply with all of its obligations under this lease and promptly pay all of the rent and other charges, the balance of the security deposit shall be returned in full to Tenant at the end of the term of

this lease within 30 days after delivery of possession of the leased premises to Landlord in accordance with the terms of this lease and after the final adjustment for rent and charges is made. Landlord shall not be under any obligation to deposit the security deposit in an interest bearing account for Tenant's benefit or to pay to Tenant interest on the security deposit or to keep the security deposit in a segregated account, it being expressly understood that Landlord may commingle the security deposit with other monies of Landlord. In the event of bankruptcy or other creditor-debtor proceedings by or against Tenant, the security deposit and all other securities shall be deemed to be applied first to the payment of rent and all additional charges payable under this lease for all periods prior to the filing of such proceedings. Landlord may deliver the security deposit to the transferee of Landlord's interest in the leased premises in the event that such interest is transferred, and upon notice thereof by the transferor to Tenant, the transferor shall be discharged from any further liability with respect to such funds, and this provision shall also apply to any subsequent transfers.

22. CONDEMNATION.

22.1 If the entire Leased Premises (or the entire parking area or reasonable access to the Leased Premises) is taken by eminent domain, the amount awarded for compensation for the Leased Premises taken, including all improvements, changes, additions and alterations made by Tenant, shall be paid to Landlord. Tenant expressly grants to Landlord the entire award or compensation, expressly disclaiming all right, title and interest, and agrees that it shall have no claim for any damages or loss against Landlord by reason of such condemnation or taking except for the following two sentences. Tenant shall be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed for fixtures and other equipment installed and paid for by Tenant, but only if such awards are made by the court in addition to (and will not directly or indirectly reduce) award made to Landlord for the land and improvements so taken. This Lease shall terminate as of the date title to all of the Leased Premises shall vest in the taking body, and Landlord and Tenant shall thereupon be released of and from all obligations and liabilities to each other accruing under this Lease. Tenant shall pay all base rent and Additional Rent accrued up to the termination, and if any rent has been paid in advance, Landlord shall return surplus.

22.2 If a part of the Leased Premises (but less than the entire Leased Premises and the part remaining is reasonably adequate for the operation of Tenant's business) is taken by eminent domain then there shall be a reduction in the Base Rent in relation to the fair rental value of that part of the Leased Premises so taken as compared with the rental value for the entire Leased Premises, and this Lease shall continue in full force and effect for the balance of the term as if the taking had not occurred. The amount awarded for compensation for the part of the Leased Premises so taken shall be paid to Landlord, and Tenant expressly grants to Landlord the entire amount of the award or compensation, expressly disclaiming all right, title and interest therein, and agrees that it shall have no claim for any damages or loss against Landlord by reason of such condemnation or taking. Following such a partial taking, Landlord or Tenant, at Landlord's election, shall restore the Leased Premises as required to render the same reasonably adequate for the operation of Tenant's business and if applicable Landlord shall reimburse Tenant for its reasonable costs, but only to the extent of available and proportional compensation proceeds received by Landlord.

22.3 In the event that a portion of the Leased Premises is so taken and the remainder of the Leased Premises is not reasonably adequate for the operation of Tenant's business, then either Landlord or Tenant may terminate this Lease as of the date of such taking by notice to the other party within thirty (30) days of formal notice of such taking. In such event, Landlord shall be entitled to the entire award for such partial taking and Tenant expressly grants to Landlord the entire amount of the award or compensation, and agrees that Tenant shall have no claim for any damages or loss against Landlord by reason of such partial condemnation or taking.

22.4 If the temporary use of the whole or any part of the Leased Premises shall be taken by eminent domain, or by agreement between Tenant and those authorized to exercise such right, Tenant shall give prompt notice thereof to Landlord. In such event the term of this Lease shall not be reduced or affected in any way and Tenant shall continue to pay in full the Base Rent, Additional Rent and other charges herein reserved without reduction or abatement and Tenant shall be entitled to receive for itself any award or payment made for such use, provided, however, that in the event such period or temporary use shall extend beyond the Termination Date, the award or payment shall be ratably apportioned between Landlord and Tenant.

22.5 The terms "condemnation", "taking" or similar terms as herein used shall mean the acquisition by a public or private authority having the right to take the same by condemnation or eminent domain or otherwise, regardless of whether such taking is the result of actual condemnation or of voluntary conveyance by Landlord.

22.6 Tenant agrees to execute and deliver any instruments as may be deemed necessary by Landlord to expedite any condemnation proceeding or to effectuate a property transfer of the title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the Leased Premises or any portion thereof.

22.7 If Tenant asserts a claim or right to claim not specifically permitted under this Lease to any portion of any amount which may be awarded as damages or paid as the result of condemnation proceedings or paid to Landlord as the purchase price for an option, sale or conveyance in lieu of formal condemnation proceedings, Tenant shall be liable to Landlord for all damages sustained and all expenses incurred by Landlord, including counsel fees and costs of legal proceedings, as a result of the assertion by Tenant of any such claim or claims.

23. SURRENDER BY TENANT AT END OF TERM.

23.1 Tenant shall surrender possession of the Leased Premises and remove all goods and improvements and other personal property in the possession of Tenant, by whomsoever owned, other than that which is owned the Landlord ("Goods and Improvements") at the end of the term of this Lease, or at such other time as Landlord may be entitled to re-enter and take possession of the Leased Premises pursuant to any provision of this Lease. In default of such surrender of possession and removal of Goods and Improvements at the time aforesaid, Tenant will pay to Landlord one and one-half the rent reserved by the terms of this Lease for such period as Tenant either holds over possession of the Leased Premises or allows its Goods and Improvements to



remain in the Leased Premises, as well as statutory penalties and all other damages which Landlord shall suffer by reason of Tenant holding over in violation of the terms and provisions of this Lease, including all reasonable claims for damages made by any succeeding tenant or purchaser of the Leased Premises against Landlord which may be founded on delay by Landlord in giving possession of the Leased Premises to such succeeding tenant or purchaser, so far as such damages are occasioned by the unlawful holding over of Tenant.

23.2 In the event Tenant fails to remove all Goods and Improvements at the end of the term of this Lease, or at such other time as Landlord may be entitled to re-enter and take possession of the Leased Premises pursuant to any provision of this Lease, Tenant hereby irrevocably appoints Landlord as the agent and attorney-in-fact of Tenant to remove all Goods and Improvements from the Leased Premises to a reasonably safe place of storage, such moving and storage to be at the sole risk, cost and expense of Tenant, and Tenant covenants and agrees to reimburse and pay to Landlord all expenses which Landlord incurs for the removal and storage of all Goods and Improvements. Alternatively, at the option of Landlord, Tenant shall be deemed to have abandoned such Goods and Improvements and the same shall become the property of Landlord.

23.3 No act or thing done by Landlord shall be deemed an acceptance of the surrender of the Leased Premises unless Landlord shall execute a written release of Tenant. Tenant's liability hereunder shall not be terminated by the execution by Landlord of a new lease of the Leased Premises.

24. ADDITIONAL EVENTS OF DEFAULT BY TENANT.

24.1 In addition to the Events of Default enumerated in Paragraph 4 above, if before or during the term of this Lease there shall occur any of the following events ("Events of Default"):

If Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or not contesting the material allegations of a petition against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of its assets; or

If there is an entry of an order for relief, or, in the absence of an order for relief, if, within forty five (45) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within forty five (45) days after the appointment without the consent or acquiescence of Tenant of any trustee, receiver or liquidator of Tenant or of any material part of its assets, such appointment shall not have been vacated; or



If the interest of Tenant in the Leased Premises shall be sold under execution or other legal process; or

If any representations or warranty contained in this Lease shall prove to be incorrect in any material respect on the date upon which it was made; or

Landlord may exercise all other available legal remedies and without discharging Tenant from any of its liabilities hereunder.

24.1.1 Landlord's Remedies. In the Event of Default by Tenant as defined in Sections 4 and 24.1, Landlord shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to terminate this Lease, and remove Tenant's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. Tenant shall indemnify Landlord against all loss of rent and other payments which Landlord may incur by reason of such termination during the residue of the term. If Landlord makes any expenditures or incurs any obligations in connection therewith, including, but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of 18 percent (18%) per annum and costs, shall be paid to Landlord by Tenant as additional rent.

24.2 In the event that Landlord elects to terminate Tenant's right to possession of the Leased Premises under the preceding subsection or Paragraph 4 following the occurrence and continuance of an Event of Default and the expiration of all cure and grace periods Landlord may reenter and take possession of the Leased Premises without legal process and Landlord agrees to act in a commercially reasonable and Tenant shall be obligated to pay to Landlord as damages on demand, and Landlord shall be entitled to recover from Tenant, (a) all Base Rent and Additional Rent payable to the date of termination of Tenant's right to possession, plus (b) the cost to Landlord of all reasonable legal and other expenses and costs (including attorney's fees) incurred by Landlord in obtaining possession of the Leased Premises, in enforcing any provision of this Lease, in preserving the Leased Premises during any period of vacancy, in taking reasonable steps to protect its interest in the Leased Premises, in making such repairs as Landlord may reasonably deem necessary or advisable in operating and maintaining the Leased Premises, and in reletting the Leased Premises, plus (c) either,

(1) in the event of Landlord's giving notice of its intention to re-enter and take possession without terminating this Lease, damages (payable in monthly installments, in advance, on the first day of each calendar month following the giving of such notice and continuing until the date originally fixed herein for the expiration of the then current term of this Lease) in amounts equal to the Base Rent and Additional Rent herein reserved, less the net amount of rent, if any, which may be collected and received by Landlord from the Leased Premises for and during the balance of the term; Landlord may relet the Leased Premises, or any part or parts thereof (but in no event shall Landlord be obligated to do so), for a term or terms which may at Landlord's option be less than or extend after the term, and Landlord may grant concessions or charge a rental in excess of that provided in this Lease (and Tenant shall have no right to any excess); or

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(2) in the event of Landlord's giving notice of termination of this Lease, an award for liquidated damages in an amount which, at the time of such termination, is equal to the excess, if any, of: the installments of Base Rent and the aggregate of all sums payable hereunder as Additional Rent (for such purpose considering the annual amount of such Additional Rent to equal the amount thereof payable for the twelve (12) months immediately preceding such termination, or the annualized portion of Additional Rent payable from the Rent Commencement Date to the date of such termination if this Lease then shall have been in effect for less than twelve (12) months) for the period which would otherwise have constituted the unexpired portion of the then current term of this Lease, plus the value of all other considerations to be paid or performed by Tenant during such period, over:

The fair rental value of the Leased Premises, as of the date of such termination, for such unexpired term of this Lease; and if the Leased Premises, or any part thereof be relet by Landlord for the unexpired term of this Lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent paid upon such reletting shall be deemed to be the fair rental value for the part or the whole of the Leased Premises so relet during the term of the reletting prior to Tenant's full payment of any liquidated damages awarded to Landlord, Tenant shall continue to pay punctually to Landlord all Base Rent and Additional Rent to the same extent and at the same time as if this Lease had not been terminated and receive full credit for such payments against the award for liquidated damages. If Landlord shall elect to re-enter and take possession without terminating this Lease, Landlord shall have the right at any time thereafter to terminate this Lease for such previous default, whereupon the provisions of this subsection with respect to termination will thereafter apply.

24.3 Landlord may sue for and collect any amounts which may be due pursuant to the provisions of preceding subsections of this Lease from time to time as Landlord may elect, but no such suit shall bar or in any way prejudice the rights of Landlord to enforce the collection of amounts due at any time or times thereafter by a like or similar proceeding. Tenant expressly waives service of any notice of intention to re-enter that may be required by law, and waives any and all rights to recover or regain possession of the Leased Premises, or to reinstate or to redeem this Lease, or other right of redemption as permitted or provided by or under any statute, law or decision now or hereafter in force and affect.

24.4 No remedy herein conferred upon or reserved to Landlord is intended to exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. The receipt and acceptance by Landlord of rent with knowledge of the default by Tenant in any of Tenant's obligations under this Lease shall not be deemed a waiver by Landlord of such default. Nothing contained in this Lease shall not be deemed a waiver by Landlord of such default. Nothing contained in this Lease shall limit or prejudice the right of the Landlord to prove for and obtained in proceedings for bankruptcy or insolvency an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loan or damages referred to above.

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24.5 No waiver by Landlord of any Event or Default or any default by Tenant in any covenant, agreement or obligation under this Lease shall operate to waive or affect any subsequent Event of Default or default in any covenant, agreement or obligation hereunder, nor shall any forbearance by Landlord to enforce a right or remedy upon an Event of Default or any such default be a waiver of any of its rights and remedies with respect to such or any subsequent default or in any other manner operate to the prejudice of Landlord

25. QUIET ENJOYMENT

Landlord further covenants that Tenant, on paying the rent and performing the covenants and conditions contained in this Lease, shall and may peaceably and quietly have, hold, and enjoy the Leased Premises for the term aforesaid, without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Lease any instruments having a prior lien.

26. CERTIFICATES BY TENANT.

Tenant agrees at any time and from time to time during the term of this Lease, within twenty (20) days after written request from Landlord, to execute, acknowledge and deliver to Landlord or to a third party a statement in writing certifying that this Lease is unmodified and in full force and effect or if there have been modifications, that the same is in full force and effect as modified and stating the modifications, and the dates to which the Base Rent, Additional Rent and other charges have been paid in advance, if any, and stating whether or not, to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which Tenant may have knowledge. Such third party shall have the right to rely upon the contents of any such written statement of Tenant.

27. NOTICES.

All notices shall be made in writing and served by in hand delivery with written receipt, or by certified mail, return receipt requested, or by Express Mail or by a recognized overnight courier such as Federal Express. All notices shall be served at the respective address stated in the first grammatical paragraph of this Lease, or at such other address as either party may designate for itself from time to time by notice in the manner stated in this section with a copy to the guarantor. A notice shall be deemed served on the earlier of actual delivery or tender of delivery at the notice address on a business day during ordinary business hours.

28. CAPTIONS.

The captions to the sections of this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of intent of this Lease or any part thereof or in any way affect this Lease or any part thereof.

29. COVENANTS AND CONDITIONS.

All of the terms and provisions of this Lease shall be deemed and construed to be "covenants" and "conditions" to be performed by the respective parties as though words specifically

expressing or importing covenants and conditions were used in each separate term and provision hereof.

29.1. CONTINGENCIES

This lease is contingent upon the Tenant obtaining an all-alcohol package store license pursuant to M.G.L. c. 138, section 15, approved and issued by the Town of Agawam Board of Selectmen and the Alcoholic Beverages Control Commission within one hundred and twenty (120) days of the execution of this Lease Agreement. In the event that said license is not approved for any reason then this Lease Agreement shall be deemed null and void and without recourse to either party.

The landlord agrees that it will not lease any other premises contained in this mall to any other entity that sells alcoholic beverages except food services, restaurant, or catering sector.

30. WAIVER OF SUBROGATION.

Landlord and Tenant each hereby releases the other, its officers, directors, employees and agents, from any and all liability or responsibility (to the other or any one claiming through or under them by way of subrogation or otherwise) for any loss or damage to property covered by valid and collectible fire insurance with standard extended coverage endorsement, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. However, this release shall be applicable and in force and effect only with respect to loss or damage (a) actually recovered from an insurance company and (b) occurring during such time as the releasor's fire or extended coverage insurance policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover hereunder. Landlord and Tenant each agrees that any fire and extended coverage insurance policies will include such a clause or endorsement as long as the same shall be obtainable without extra cost, or, if extra cost shall be charged therefore, so long as the other party pays such extra cost. If extra cost shall be chargeable therefore, each party shall advise the other thereof and of the amount of the extra cost, and the other party, at its election may pay the same, but shall not be obligated to do so.

31. DEFINITION OF LANDLORD.

The term "Landlord" shall mean and include only the then owner of the fee title of the Leased Premises. On transfer by Landlord of the fee title to the Leased Premises, Landlord shall give Tenant notice of the name and address of Landlord's transferee. In such event, the then Landlord shall be automatically freed and relieved from and after the date of such transfer of title of all personal liability with respect to the performance under this Lease, provided any such transfer and conveyance by Landlord is expressly subject to the assumption by the grantee or transferee of the obligations of this Lease.

32. LANDLORD'S EXCULPATION.

In any action or proceeding brought by Tenant against Landlord on this Lease, Tenant shall look solely to Landlord's interest in the Leased Premises for the payment of any damages or



satisfaction of any liabilities or obligations of Landlord, and no judgment obtained by Tenant shall be enforceable against, or a lien upon, any property of Landlord other than the Leased Premises.

33. BROKERAGE REPRESENTATION.

Landlord and Tenant each represent and warrant that it has had no dealings or conversations with any real estate broker in connection with the negotiation and execution of this Lease. Landlord and Tenant each agree to indemnify the other against all liabilities arising from any claim of any real estate brokers, including cost of counsel fees, resulting from the respective acts of Landlord and Tenant.

34. MAINTENANCE AND REPAIRS

34.1 Tenant's Obligations.

(a) Tenant shall maintain the Premises in good condition, reasonable wear and tear and damage by fire and other casualty excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the Premises are now in good order and the glass whole, provided that such obligations shall not extend to any of the mechanical, electrical, plumbing and life safety systems serving the Premises or the Building, which shall be the obligation of Landlord to maintain. Tenant shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste.

(b) If Tenant fails to keep the Premises in good condition and repair, reasonable wear and tear and damage by fire and other casualty excepted, Landlord may, upon reasonable prior written notice to Tenant, make any necessary repairs. If Landlord makes such repairs, Landlord may bill Tenant for the cost of such repairs and such amount shall be payable by Tenant within ten (10) days after demand by Landlord.

34.2 Landlord's Obligations.

(a) Landlord shall maintain the Building of which the Premises are a part and the Project in the same condition as it is at the commencement of the Lease Term or as it may be put in during the Lease Term, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of Tenant or those for whose conduct Tenant is legally responsible.

(b) Tenant shall give Landlord notice of any repair required to be performed by Landlord pursuant to this Section 34 within ten (10) days after the later of the date (i) the need for such repair arises, and (ii) Tenant becomes aware of such required repair. Landlord shall have a reasonable time in which to complete the repair after receipt of such notice. Provided, however, that in the event of an emergency, or if Landlord fails to respond to Tenant's repair request within a reasonable period of time, Tenant may make repairs necessary to resolve the emergency or otherwise without prior notice to Landlord, and shall notify Landlord immediately, but in any event no later than three (3) days of making such repairs. Upon Landlord's approval, any costs incurred by Tenant for such repairs shall be applied dollar-for-dollar against the Base Rent due immediately following the date such costs were incurred.

35. HAZARDOUS MATERIALS.

For the purposes of this Lease, Hazardous Materials shall be broadly construed and shall include but not be limited to, substances defined, as "hazardous substances", "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et. seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801 et. seq.; the Resources Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. seq. and any applicable state laws; and the regulations adopted and publications promulgated pursuant to said laws. If, at any time during the Term, Hazardous Materials shall be found in the Leased Premises or in the Property or Building then, in such event:

(i) With regard to any Hazardous Materials that Landlord shall have caused, Landlord shall remove same, in compliance with all applicable laws, and at Landlord's sole cost and expense; and Landlord agrees to defend, indemnify, and hold Tenant harmless from and against any and all costs, damages, expenses, and/or liabilities (including reasonable attorney's fees) which Tenant may suffer as a result of any claim, suit or action regarding any such Hazardous Materials (whether alleged or real), and/or regarding the removal and clean-up of same.

(ii) With regard to any Hazardous Materials caused by Tenant, its assignees, licensees, subtenants or invitees, Tenant shall, subject to Landlord's choice, approval, and oversight of an environmental consultant, remove same, in compliance with all applicable laws, and at Tenant's sole cost and expense; and Tenant agrees to defend, indemnify, and hold Landlord harmless from and against any and all costs, damages, expenses, and/or liabilities (including reasonable attorney's fees) which Landlord may suffer as a result of any claim, suit or action regarding any such Hazardous Materials (whether alleged or real), and/or regarding the removal and clean-up of same.

36. IMPROVEMENTS, ALTERATIONS AND ADDITIONS

36.1 Landlord's Consent. Tenant shall not make alterations or additions to the Premises without Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. All such allowed additions and alterations shall be at Tenant's expense and shall be in quality at least equal to the present construction.

36.2 Signs. Tenant shall obtain written consent of Landlord before erecting any sign on the Premises, which consent by Landlord shall not be unreasonably withheld, conditioned or delayed. Any permitted sign shall be erected and maintained by Tenant at Tenant's sole expense.

36.3 Notice. Subject to express waiver by Landlord, Tenant shall give Landlord ten (10) days written notice prior to the commencement of any alterations in the Premises by Tenant, and Landlord shall have the right to post notices of non-responsibility in or on the Premises or Project relating thereto.

36.4 Upon Surrender. Any alterations, additions or improvements made by Tenant, shall become the property of the Landlord at the termination of occupancy as provided herein with the exception of trade fixtures, furnishings and equipment, which shall be the property of Tenant.



Tenant shall repair any damage to the Premises occasioned by installation or removal of Tenant's trade fixtures, furnishings and equipment.

37. INTENTIONALLY OMITTED.

38. DELAYS.

In any case where Landlord or Tenant is required to do any act, delays caused by or resulting from Act of God, force majeure, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations or other causes beyond a party's reasonable control shall not be counted in determining the time for completion of performance, whether such time be designated by a fixed date, a fixed time or "a reasonable time." In any case where work is to be paid for out of insurance proceeds or condemnation awards, due allowance shall be made, both to the party required to perform the work and to the party required to make the payment, for delays in the collection of the proceeds and awards, but no event shall the provisions of this Section affect Tenant's obligation to pay rent.

39. COVENANTS OF FURTHER ASSURANCES.

If, in connection with obtaining financing for the Leased Premises, a lender shall request reasonable modifications in this Lease as a condition to such financing, Tenant will not withhold, delay or defer its written consent, provided that such modifications do not materially adversely affect the leasehold interest hereby created or Tenant's use and enjoyment of the Leased Premises.

40. JOINT AND SEVERAL OBLIGATIONS.

Any and all payment and performance obligations owed or owing by the Tenant to the Landlord pursuant to this Lease shall be joint and several.

41. ENTIRE AGREEMENT.

This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

42. GOVERNING LAW.

This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

43. BIND AND INURE CLAUSE.

The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of each of the parties, and their respective successors and assigns.

44. MISCELLANEOUS

44.1 Sprinkler System: If applicable: if any bureau, department of official or federal, state or city government required or recommend the installation of the sprinkler system or other equipment to make or supplied in by reason solely of tenant's business, or the location partition, trade fixtures, or other contents of the demised premises or for any reason, or if any such

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sprinkler system equipment become necessary to prevent the imposition of a penalty or change against the full allowance for a sprinkler system in the fire insurance rate set by said Exchange or by any fire insurance company, Tenant shall, at Tenant's expense, promptly make such sprinkler system installation or other equipment as required whether the work involved the structural or nonstructural in nature. Such service shall not relieve the tenant of its responsibilities thereto as a result of tenant's negligence or lack of proper care of maintenance.

44.2 Tenant agrees not to keep any equipment or merchandise on the sidewalk. Tenant shall be responsible for the cleaning of the sidewalk in front of their storefront as well as removal of ice and snow (in front of its convenience store).

44.5 Tenant covenants not to place this Lease on record without the written consent of Landlord. At the request of Landlord, Tenant will execute a memorandum of lease for recording purposes containing references to such provisions of this lease as Landlord, in its sole discretion, shall deem necessary.

44.6 Fees and Expenses: Whenever any default, request, action or inaction by the Tenant causes the Landlord to engage an attorney and/or incur any other cost or expense, the Tenant agrees that it shall pay such reasonable attorney's fees and all other costs and expenses, and additional rent, within ten (10) days after being billed therefor by Landlord.

44.7 The Tenant agrees that during the term of this lease, it will at all times maintain the heat within these premises to a temperature of at least 55 degrees Fahrenheit. This is required in order that all systems and plumbing will remain workable at all times and to avoid freeze up. Failure to comply with this provision shall be deemed a substantial violation of this lease and Landlord may terminate this lease upon ten (10) days' notice to the Tenant.

44.8 The Tenant agrees to keep the Demised Premises open for business and shall not close the store for more than seven (7) consecutive days without first obtaining the Landlord's consent.

44.9 The Tenant, at its own expense, shall keep the equipment and supplies and fixtures (the list which is attached to this Lease as Exhibit A, which are provided by the Landlord) in neat and clean, in good repair, order and condition. Tenant shall be responsible at its own cost and expense for any maintenance or repairs or replacement. Tenant shall return the equipment, supplies and fixtures in good working order or with replacement at least equal in quality and class at the end of the lease term.

44.10 This Lease embodies the full agreement of the parties and supersedes any and all prior understandings or commitments concerning the subject matter of this Lease and supersedes any prior leases that the parties may have entered into. Any modification or amendment must be in writing and signed by both parties.

44.11 Upon the Commencement Date, the Tenant shall pay the following:

Years	Annual	Monthly
-------	--------	---------

1-2	\$ 39,000	\$ 3,250
3	\$ 40,170	\$ 3,348
4	\$ 41,375	\$ 3,448
5	\$ 42,616	\$ 3,551
6	\$ 43,895	\$ 3,658
7	\$ 45,212	\$ 3,768
8	\$ 46,568	\$ 3,881
9	\$ 47,965	\$ 3,997
10	\$ 49,404	\$ 4,117
11-15	Market Rate	No less than 3% increase over year 10 and any previous years
16-20	Market Rate	No less than 3% increase over year 15 and any previous years

44.11.1 ADDITIONAL RENT:

- o Tenant shall be responsible for 15% of the property tax bill beginning in year 2 and thereafter.

44.12 Renewal Option:

(a) At the expiration of the Initial Term, if this Lease shall then be in full force and effect and Tenant is not then in default, then Tenant shall be granted and exercise the option to renew this Lease for the Premises for three (3) consecutive renewal terms (the "Renewal Term") of five (5) years each. Tenant shall have the right not to exercise such options, and the notice is delivered to the Landlord no later than six (6) months prior to the expiration of the Initial Term or Renewal Terms. If the notice of not to exercise the option is not received by the Landlord at least six (6) months prior to the expiration of the Initial Term, then the option to renew shall automatically be exercised.

(b) All of the terms, covenants and conditions of this Lease shall continue in full force and effect during the Renewal Term, except that rent for the second and third Renewal Terms shall be determined six (6) months before the expiration of the first Renewal Term; the monthly rent shall be the then market rent with no less than 3% yearly increases.

Executed as a sealed instrument, all as of the day and year first above written

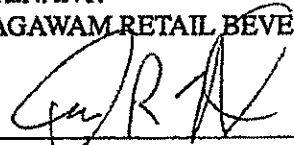
LANDLORD:

PUN AGAWAM PARTNERSHIP, LLC

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By Its Member: Bik Wan Pun

TENANT:
AGAWAM RETAIL BEVERAGE, INC.


Daniel R. Newcomb
Its Manager, Duly Authorized

Witness: 

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Exhibit A

List of Inventories

TO BE VERIFIED AT THE CLOSING WITH LANDLORD AND SELLER



These items belong to the Landlord.

Property: 1 Southbridge Drive, Agawam, MA 01001

1 Checkout counter with lower white shelving
25 Retail Shelving Units (Double Sided, 4 feet in length each) 12 Black Display Beverage
Coolers
1 Black Walk-in Cooler
1 Walk-in Cooler with Automatic Entry Door
1 Coffee Counter
1 Back Counter with Hand Sink
4 Black Metal Shelves
6 Neon Signs i.e. Open, Beer & Wine, Budweiser, Heineken 1 Electric Panel in the Back
2 Commercial Exterior Building Signs (4 feet X 12 feet) 2 Heat & AC Units on Rooftop (5 tons
each)
20 Commercial Fluorescent Fixtures & Lighting

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FLOOR PLAN

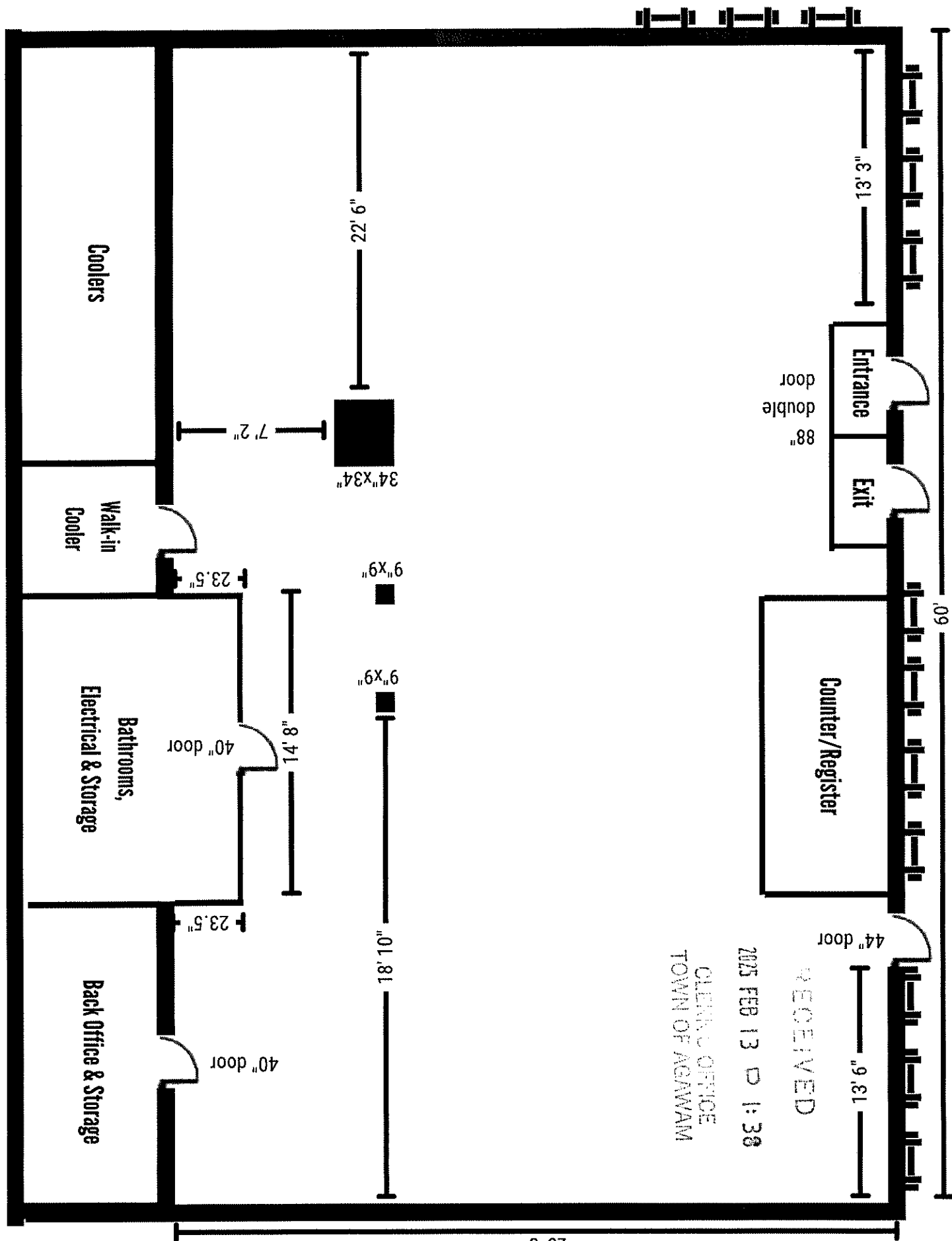
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Southbridge Wine & Market (Agawam, MA)

Total Area = Approx. 3500 sq ft



DEMAKIS LAW OFFICES, P.C.

GREGORY C. DEMAKIS
THOMAS C. DEMAKIS

JOHN MOORADIAN
JACKSON L. CHRISTIAN

56 CENTRAL AVENUE, SUITE 201
LYNN, MASSACHUSETTS 01901

TEL. (781) 595-3311
FAX. (781) 592-4990

March 3, 2025

VIA FEDERAL EXPRESS

Barbra Dobek
Assistant Clerk
Town of Agawam
36 Main Street
Agawam, MA 01001

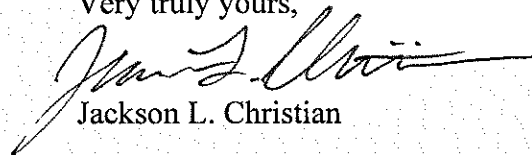
RE: Southbridge Liquors; March 12th Public Hearing

Dear Barbra:

In connection with the above-referenced Public Hearing, enclosed please find the tear off for the legal notice that ran in The Republican on March 1, 2025.

If you have any questions, please give me a call at 781-595-3311 extension 102.

Very truly yours,



Jackson L. Christian

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Saturday, March 01, 2025

Notice Content

Legal Notice Notice is hereby given under MGL, Chapter 138, that the Agawam License Commission will hold a Public Hearing on Wednesday, March 12 2025 at 5:00 p.m. at the Agawam Senior Center, 954 Main Street, Agawam, MA 01001. This hearing will speak to the issue of a transfer license application received for the issuance of an All Alcohol Package Store license under Massachusetts General Law Chapter 138, SS 15, said application filed by Southbridge Liquors, Inc, dba: South Bridge Liquor Market, Jay Patel, President and proposed Manager at 1 South Bridge Drive, Agawam, MA 01001 from Agawam Retail Beverage, Inc. dba: Wine Market at 1 South Bridge Dr., Agawam, MA 01001, Benjamin Jerrom, Manager. (March 1)

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Town of Agawam

AGAWAM LICENSE COMMISSION (ALC)

Commissioners
Vincenzo Ronghi – Chair
Douglas Reed
Katharine Johnston

Secretary
Barbra Dobek
413-786-0400 x8746
bdobek@agawam.ma.us

LICENCE COMMISSION MEETING MINUTES

The Agawam License Commission held a Public Meeting on Wednesday February 12, 2025 at the Agawam Senior Center Conference Room, 954 Main Street, Agawam, MA. In attendance was Chairman Vincenzo Ronghi, Commissioners, Doug Reed & Katie Johnston along with Secretary, Barbra Dobek. Also present was Councilman Anthony Russo & Peter Smus.

Weekly Amusement Application for 141 Main St., 141 Main St., Agawam, was approved 3-0.

Marie Zise Datus & Jean Tialleur were present for the (approval 3-0) One Day Wine & Malt application at 1508 Main Street for Haitian Inauguration from 8:00 pm to 11:00 pm.

A new One Day Liquor License process and application was voted on and approved 3-0. There was much discussion among the commissioners as to what they would like to appear on a new application to be used moving forward. Including, applicant must submit application at least 30 days prior to the next Agawam License Commission meeting to be considered.

The Commissioners were presented with a quota break down from the ABCC , Boston showing available Liquor Licenses in the Town of Agawam. A plan was discussed on how to get the information out to the Public to begin the application process.

The January 15, 2025 minutes were approved and can now be posted.