

**TOWN OF NORTHBRIDGE
BOARD OF SELECTMEN'S MEETING
NORTHBRIDGE TOWN HALL
7 MAIN STREET - WHITINSVILLE, MA 01588
December 16, 2019 at 7:00 PM**

PLEDGE OF ALLEGIANCE

I. APPROVAL OF MINUTES

II. PUBLIC HEARING – A. 7:05 PM: Continuation of public hearing from December 2, 2019.

1) Application to transfer the Wines and Malt Beverages Package Store License from Village Variety, LLC [Mr. Ahmad Mustafa, Mgr.] to USRS 786, Inc. dba Village Variety, 84 Border Street, Whitinsville, MA 01588 [Mr. Rashid Ali, Mgr.] and 2) Application to transfer the non-alcoholic Common Victualler License from Village Variety, LLC [Mr. Ahmad Mustafa, Mgr.] to USRS 786, Inc. dba Village Variety, 84 Border Street, Whitinsville, MA 01588 [Mr. Rashid Ali, Mgr.] / **Present:** Amjad Chaudhry, proposed owner

III. APPOINTMENTS/Resignations

IV. CITIZENS' COMMENTS/INPUT

V. DECISIONS:

B. 2020 Miscellaneous License Renewals [Common Victualler, Class II, Class III, Automatic Amusement Devices, Entertainment, Sunday Entertainment, etc.]/Vote to approve subject to the payment of all monies due the Town

C. 2020 Annual Liquor License Renewals/Vote to approve subject to the payment of all monies due the Town

D. Licenses **not** to be renewed for 2020/Vote not to renew: **1)** Northbridge Salvage Company, LLC, Moon Hill Road (L. E. Ambrogi, Mgr., Class III Motor Vehicle Junk License; **2)** Sammy's Restaurant, LLC d/b/a Sammy's Restaurante, 2147 Providence Road (Sohail Ahmad, Mgr.) **a)** All Alcohol Common Victualler Liquor License and **b)** Non-alcoholic Common Victualler License **3)** Mikes Vending, LLC, 360 Main Street [Lovey's], Non-alcoholic Common Victualler's License

E. Release of Community Development Block Grant Certificate(s) Not to Encumber [32 Elm Street, Whitinsville]

VI. DISCUSSIONS

VII. TOWN MANAGER'S REPORT

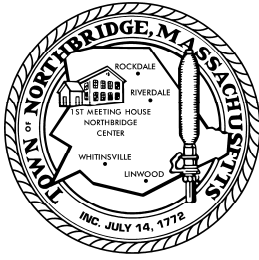
VIII. SELECTMEN'S CONCERNS

IX. ITEMS FOR FUTURE AGENDA

X. CORRESPONDENCE

XI. EXECUTIVE SESSION

Town Clerk: 2 Hard copies	<input type="checkbox"/>
Web: Post time-stamped copy	<input type="checkbox"/>



**TOWN OF NORTHBRIDGE
OFFICE OF THE TOWN MANAGER
NORTHBRIDGE TOWN HALL
7 MAIN STREET
WHITINSVILLE, MASSACHUSETTS 01588
Phone- (508) 234-2095 Fax- (508) 234-7640
www.northbridgemass.org**

A.1

November 19, 2019

Via EMAIL: legalnotices@telegram.com

Dear Legal Department:

Please place the following Legal Notice in the **Saturday, November 23, 2019**, edition of the Worcester Telegram & Gazette.

**TOWN OF NORTHBRIDGE
PUBLIC HEARING NOTICE**

Notice is hereby given under Chapter 138, Section 15A of the M.G.L.'s, that the Northbridge Board of Selectmen will hold a public hearing on **Monday, December 2, 2019, at 7:05 PM** in the Selectmen's Meeting Room, Northbridge Town Hall, 7 Main Street, Whitinsville, MA, concerning the application to transfer the Wine and Malt Package Store license from Village Variety, LLC [Ahmad Mustafa, Mgr], located at 84 Border Street, Whitinsville, MA 01588 to USRS 786, Inc. dba Village Variety [Rashid Ali, Mgr.]. The description of the premises is as follows: Single story commercial building with 920 square feet of retail space with a utility area of 399 square feet for a total of 1,319 square feet in the building.

James J. Athanas, Chairman
Northbridge Board of Selectmen
November 23, 2019

Please send bill and tear sheets to:

Northbridge Town Hall
Town Manager's Office
7 Main Street
Whitinsville, MA 01588

Sincerely,

Melissa Wetherbee

Melissa Wetherbee
Administrative Assistant

c: Annelle Benson, Esquire, Law Office of Harry P. Kotseas, P.C



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www.northbridgemass.org**

**Adam D. Gaudette
Town Manager**

December 3, 2019

Annelle Benson, Esquire

[xxxxxx@knox.com](mailto:annelle@knox.com)

Amjad Chaudhry, Proposed Owner

[xxxxx@chaudhry.com](mailto:amjad@chaudhry.com)

To Whom it May Concern:

Please be advised that the Board of Selectmen held a public hearing on **Monday, December 2, 2019, at 7:05 PM**, concerning the application to transfer the Wines and Malt Beverages Package Store license from Village Variety, LLC [Ahmad Mustafa, Mgr.], located at 84 Border Street, Whitinsville, MA 01588 to USRS 786, Inc. dba Village Variety [Rashid Ali, Mgr.]. Due to there being no one present at the time of the hearing to defend the application, the Selectmen voted to continue the public hearing to **Monday, December 16, 2019 at 7:05 PM** in the Selectmen's Meeting Room, Northbridge Town Hall, 7 Main Street, Whitinsville, MA.

Please plan to attend this important hearing so the Selectmen may take action on the application to transfer the liquor license.

Thank you.

Sincerely,

Melissa Wetherbee
Sr. Administrative Assistant/HR Assistant

cc: Han Alshaikh, Owner xxxxx@villagevariety.com
Gerald E. Shugrue, Attorney xxxxx@shugrue.com



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

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.

The property is a convenience store with a current license for the sale of alcoholic beverages. The business and property is being sold with the new buyer continuing to operate as a convenience store and the sale of alcoholic beverages.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
Off-Premise-15	§15 Package Store	Wines and Malt Beverages	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 FEIN

Entity Name

DBA Manager of Record

Street Address

Phone Email

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.

single story commercial building with 920 square feet of space with a utility area of 399 square feet for a total of 1319 square feet in the buidling

Total Sq. Footage	<input type="text" value="1319"/>	Seating Capacity	<input type="text" value="none"/>	Occupancy Number	<input type="text" value="n/a"/>
Number of Entrances	<input type="text" value="1"/>	Number of Exits	<input type="text" value="1"/>	Number of Floors	<input type="text" value="1"/>

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name By what means is the license being transferred?

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
<input type="text" value="Hani Sobhi Alshaikh Third"/>	<input type="text" value="Owner<sup>1</sup>"/>	<input type="text" value="100%"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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
<input type="text" value="Amjad Chaudhry"/>	<input type="text" value="151 City Depot Road Charlton, MA"/>	<input type="text" value="XXXXXXXXXXXX"/>	<input type="text" value="XXXXXXXX"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text" value="President/owner"/>	<input type="text" value="100%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

APPLICATION FOR A TRANSFER OF LICENSE

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

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

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

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

Additional pages attached? Yes No

CRIMINAL HISTORY
 Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. 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
392 Main St LLC	retail	2019 Retail Package local store - copy attached	Sturbridge

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	Municipality

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure Date of Incorporation

State of Incorporation Is the Corporation publicly traded? Yes No

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

Landlord Name

Landlord Phone Landlord Email

Landlord Address

Lease Beginning Date Rent per Month

Lease Ending Date Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales? Yes No

9. APPLICATION CONTACT

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

Name: Phone:

Title: Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	180000.00
B. Purchase Price for Business Assets	145000.00
C. Other* (Please specify)	5,000.00
D. Total Cost	330,000.00

*Inventory cost at acquisition and additional operating expenses through the line of credit.

*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
Amjad Chaudhry	\$100,000.00
Total:	100,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Eastern Bank	180,000.00	Commerical Line	<input type="radio"/> Yes <input checked="" type="radio"/> No
Eastern Bank	50,000.00	Commerical Line	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

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

Principal is an established business client of Eastern Bank and has received approval of two credit lines for the acquisition of the property and operation thereof. Principal is also investing funds from his personal savings.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

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

To whom is the pledge being made?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* Yes No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

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

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

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
3/3/2016	current	Clerk	392 Main St. LLC	Mumir Shaw

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

Rashid Ali

11/18/19

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
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

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

Yes No

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

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

LICENSE

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

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

Name	License Type	License Name	Municipality

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:

CORPORATE VOTE

The Board of Directors or LLC Managers of USRS 786, Inc.
Entity Name

duly voted to apply to the Licensing Authority of Northbridge and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 11/8/2019
Date of Meeting

For the following transactions (Check all that apply):

Change of Manager

Other Transfer of License

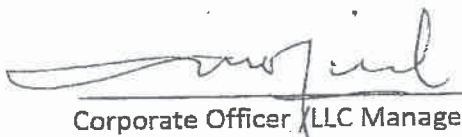
"VOTED: To authorize Amjad Chaudhry
Name of Person

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 Rashid Ali
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."

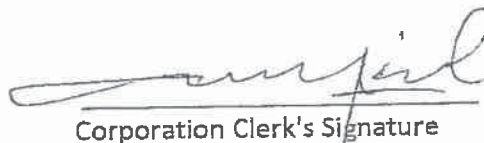
A true copy attest,


Corporate Officer / LLC Manager Signature

Amjad Chaudhry
(Print Name)

For Corporations ONLY

A true copy attest,


Corporation Clerk's Signature

Amjad Chaudhry
(Print Name)

PURCHASE AND SALE AGREEMENT

1. DATE

This agreement is made on this _____ day of ~~September~~^{October} 2019, between the parties hereinafter named.

2. PARTIES

This agreement is between the following parties who are hereafter referred to as "Seller" and "Buyer."

Seller(s): Village Variety, LLC
84 Border Street
Whitinsville, MA 01588

Buyer(s): Amjad Chaudhry or Assigns
61 South Ludlow Street
Worcester, MA 01603

3. AGREEMENT AND DESCRIPTION

The Seller agrees to sell to the Buyer, and the Buyer agrees to buy from the Seller, on the terms and conditions contained in this agreement, the premises located at 84 Border Street, Northbridge, Worcester County, Massachusetts and more particularly described in the Worcester District Registry of Deeds in Book 60205, Page 251.

4. IMPROVEMENTS AND APPURTENANCES

The sale includes as part of the premises the structures and improvements thereon, namely the land with the buildings thereon and all the privileges and appurtenances thereto belonging situated in the, Town of Northbridge, County of Worcester.

5. DEED, PLAN AND NOMINEES

The Seller will convey the property to the Buyer by a good and sufficient quitclaim deed. The deed shall convey title to the Buyer, or to such other person designated by the Buyer, provided that the Buyer shall notify the Seller of such nominee at least seven days before the time for delivery provided herein. If a deed refers to a plan, which is not yet recorded, the Seller shall deliver such plan in such form and with such certifications as may be necessary to enable it to be recorded. If the title to the property is registered; the Seller shall also deliver the owner's duplicate certificate of title.

6. QUALITY OF TITLE

The deed to Buyer shall convey a good and clear record and marketable title to the premises, free from encumbrances, except:

- (a) Municipal betterment liens assessed after the date of this agreement;
- (b) Municipal taxes for the current fiscal year, which are not yet due and payable at the time of delivery of the deed;
- (c) Existing building and zoning law requirements;

(d) Rights and easement of record that do not materially affect the use of the premises for commercial purposes as a variety store.

7. PURCHASE PRICE

The purchase price for the premises is Three Hundred Thirty Thousand and no/100 (\$330,000.00) of which Thirty Thousand and no/100 (\$30,000.00) has been paid upon the offer and an additional Seventy Thousand and no/100 (\$70,000.00) Dollars shall be paid upon the execution of the Purchase and Sale Agreement Two Hundred Thirty Thousand and no/100 (\$230,000.00) Dollars shall be paid upon the delivery of the deed in cash or by certified, cashier's treasurer's or bank check, Conveyancers escrow check.

8. TIME FOR PERFORMANCE

The deed is to be delivered at 10:00 o'clock A.M. on or before the 16th day of September, 2019 at the Worcester District Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises, free of all tenants, is to be delivered at the time of delivery of the deed, said premises to be in broom clean condition (including basement) free of all of Seller's personal property and then not in violation of said building, zoning or environmental laws or regulations, and in compliance with the provisions of any instrument referred to in clause 6 hereof. The Buyer shall be entitled to an inspection of said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, the Seller shall make a good faith and reasonable effort to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case maybe, 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, or such further time as the buyer may allow in writing. Reasonable efforts shall mean the expenditure by the Seller of not more than \$1,500.00 excluding voluntary liens.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the Seller, despite best efforts, shall have been unable to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then, at the Buyer's option, any payment made under this agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the Seller shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against and damages are less than Five Thousand (\$5,000.00) Dollars, then the Seller shall, unless the Seller has previously restored the premises to their former condition, either

- (a) pay over or assign to the Buyer, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonable expended by the Seller for any partial restoration, or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the Buyer a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonable expended by the seller for any partial restoration.
- (c) In the event damages to the home equal or exceed Five Thousand (\$5,000.00) Dollars, Buyer may elect to terminate this transaction and escrow agent shall immediately return the deposits to Buyer.

13. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the Buyer or his nominee as the case may be, 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 terms hereof, to be performed after the delivery of said deed.

14. USE OF PURCHASE MONEY TO CLEAR TITLE

The Seller may at the time of delivery of the deed apply any part or all of the purchase price for the purpose of discharging any encumbrances then on the premises, provided releases or discharges of such encumbrances are recorded simultaneously with the deed or within a reasonable time thereafter in accordance with local conveyancing practice.

15. INSURANCE

The buildings in said premises, until full performance of this agreement, shall be kept insured by the Seller as presently insured with all risk of loss on the Seller.

16. ADJUSTMENTS

Water and sewer use charges, if any, and taxes for the then current year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with reapportionment as soon as the new tax rate and valuation can be ascertained; and if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. DEPOSIT

All deposits herein shall be held by the Seller's attorney, subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement.

19. BUYER'S DEFAULT; DAMAGES

If the Buyer shall fail to fulfill the Buyer's agreements herein, the Seller as liquidated damages shall retain all deposits made hereunder by the Buyer. This shall be Seller's sole remedy at law and in equity.

20. LIABILITY OF TRUSTEE, SHAREHOLDERS, BENEFICIARY, ETC.

If the Seller or Buyer executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

21. CONSTRUCTION OF AGREEMENT

This instrument, executed in triplicate is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and endures to the benefit of the parties hereto and their respective heirs, devices, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Seller or Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it. Any matter or practice arising under or relating to this agreement which is the subject of a practice standard to the Massachusetts Conveyancers Association shall be governed by such standard to the extent applicable.

22. MORTGAGE CONTINGENCY

In order to help finance the acquisition of the premises to be purchased, the Buyer shall apply for a conventional bank or other institutional mortgage loan of Two Hundred Ninety Thousand and no/100 (\$290,000.00) Dollars, payable at present rates of interest. If despite the Buyer's diligent efforts, a commitment for such loan cannot be obtained on or before September 9, 2019. Buyer may terminate this Agreement by written notice to the Seller prior to the expiration of such time, whereupon all deposits made under this

agreement shall be refunded and this Agreement shall be void without recourse to the parties hereto.

23. TITLE CERTIFICATE EXPENSE

All costs for title examination shall be paid by Buyer and title insurance, if any, shall be paid by the Buyer.

24. BROKERS'S COMMISSION

A broker's fee for professional services as agreed upon is due from the Seller to George and Company.

25. TRAINING & TRANSITION

Seller to train Buyer to assist in a smooth transition of ownership as follows: For up to two weeks before the closing.

26. COVENANT NOT TO COMPETE

Seller covenants to Buyer, successors, representative, and/or assigns, that he will not engage, directly or indirectly, in any business the same as, similar to, or in competition with the business to be sold, within a radius of 10 miles from the principal place of the Business being sold for a period of 5 years from the date of Buyer's possession.

27. SELLER'S WARRANTIES

- a. That at closing a clear, unencumbered, marketable title to the real property and business assets being sold (free of all debts & liens), will be delivered to Buyer.
- b. That the Business premises, real property, and equipment will pass all inspections required to conduct business at the time physical possession is taken by Buyer.
- c. That there are no notices of claim, litigation, or violation of ordinance, regulation, or other Laws(s) affecting the operation of the Business, or the assets being sold.
- d. That the Business will be conducted in its ordinary course, and except as requested by Buyer, best efforts will be used to preserve the Business organization.
- e. That no contract(s) or any commitment(s) affecting the Business, which would extend beyond the closing date, will be entered into without Buyer's consent, except for the normal re-order of supplies.
- f. That all the assets of the Business will be maintained in substantially the same condition as they are at present, reasonable wear and tear accepted.
- b. That Buyer will be allowed to enter onto the Business premises with reasonable notice to Broker to conduct a due diligence review of financial records, and inspection of all included assets.

28. ALLOCATION OF PURCHASE PRICE

Pending the approval of accountants for both Parties, the purchase price shall be allocated as follows:

Furniture, fixtures & Equipment:	\$60,000.00
Inventory & Supplies +/- at cost:	to be determined
Covenant Not to Compete:	\$5,000.00

Goodwill:	\$85,000.00
Other: Real Property	\$180,000.00
Total:	\$330,000.00

29. DEFAULT

Buyer agrees that if he or she should fail or refuse to complete this transaction, after timely acceptance by Seller, and removal of all contingent conditions listed under paragraph thirty (30) below, Seller shall retain Buyer's deposit as liquidated damages, and this shall be Seller's sole and exclusive remedy.

30. CONTINGENCIES TO BUYER'S PERFORMANCE

This Offer to Purchase is contingent on satisfying all provisional items listed below to the complete satisfaction of Buyer, otherwise all deposits shall be returned to Buyer. Buyer agrees time is of the essence as specified for each contingency listed below.

30.1 FINANCIAL DUE DILIGENCE

Subject to a satisfactory inspection of invoices for the last two (2) years and Buyer shall observe for a period of one week.

30.2 FINANCING

Subject to bank financing in the amount of \$290,000.00. Letter of loan commitment due within three (3) weeks of Sellers acceptance.

30.3 LICENSES AND PERMITS

Subject to obtaining all licenses and permits to operate the business at least two (2) weeks prior to the closing of the sale, including Beer & Wine and Lottery licenses.

30.4 INSPECTIONS

Subject to a satisfactory inspection of the real property within four (4) weeks of Seller's acceptance, and all business equipment at least three weeks prior to closing at Buyer's expense. See equipment list attached.

30.5 ASSET PURCHASE AGREEMENTS

Subject to a mutually agreeable Asset Purchase Agreement, for the Real Property and Business Assets, between the Parties within three (3) weeks of Seller's acceptance.

31. ADDITIONAL PROVISIONS

The initialed riders, if any, attached hereto, and incorporated herein by reference and becomes an integrated part of this Agreement.

Village Variety, LLC

by



Hani Sobhi Alshaikh, Manager

SA Partners

by



Amjad Chaudhry, Buyer

Mop Floor sink Y: none existing
Sink X: none existing

Area E N side of building: 75'x12'3"

Area F: 75'x7'3"

Main entry door: 36"x84" aluminum with glass.

Emergency exit door: 32"x80" steel

M & N : see through display plexi glass
22"x47" each

Area D: 19'Wx12.5'L

1 unit Ceiling height: 92"

2 - Gondola one-sided 54" high
Separate free standing
2-16" Base shelf + 8-16" Shelves
2-peg board Backing

1 unit

2 - 8' Length Gondola (54" high)
(2-4' Gondola + 2-4' Gondola)
8-16" Base Shelves
40-16" Shelves

Area B: 10'3"Wx8'L
Ceiling height: 99"
8-peg board backing

Area C: 8'Wx8'2"L

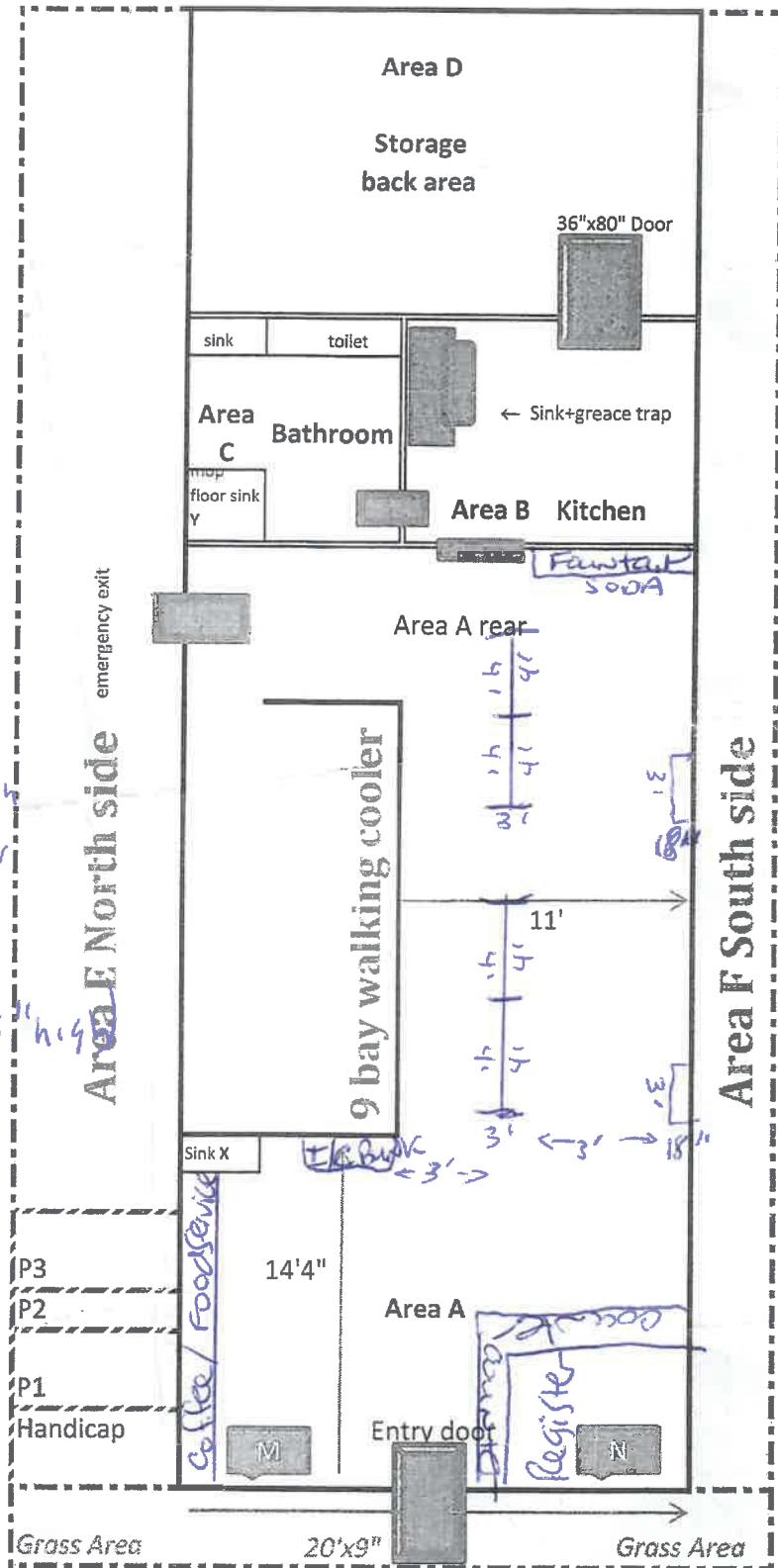
Ceiling height: 99"

Area A Main Store: 19.5'Wx46"L

Ceiling height: 8'

Area A rear: 19.5'Wx7'L

Area A rear ceiling height: 102"



84 Border Street Whitinsville MA 01588

- NE Coffee
- Arcadia BAY Corp
- Valued naturals
- Kid zone
- Roller grill
- P. 77A
- Iced coffee
- under counter candy
- milk



CERTIFICATION NUMBER:

OF
Practice

91837

ALCOHOL INTERVENTION METHODS

CERTIFIES:

RASHID ALI

CAMPBELL TRENT
508.756.8542

NOV 02 2022 EXPIRES:

NTM License Slips

Row 1

Current Status Public Hearing Scheduled for December 2 Board of Selectmen's Meeting

Done

License ID: NTM#16092

License Type: Transfer of the Wine and Malt Package Store and Common Victualler License

Description: Notice is hereby given under Chapter 138, Section 15A of the M.G.L.'s, that the Northbridge Board of Selectmen will hold a public hearing on Monday, December 2, 2019, at 7:05 PM in the Selectmen's Meeting Room, Northbridge Town Hall, 7 Main Street, Whitinsville, MA, concerning the application to transfer the Wine and Malt Package Store license from Village Variety, LLC [Ahmad Mustafa, Mgr], located at 84 Border Street, Whitinsville, MA 01588 to USRS 786, Inc. dba Village Variety [Rashid Ali, Mgr]. The description of the premises is as follows: Single story commercial building with 920 square feet of retail space with a utility area of 399 square feet for a total of 1,319 square feet in the building See attached application for store layout and more details

Business: USRS 786, Inc. dba Village Variety

Applicant: Amjad Chaudhry, Owner Rashid Ali, Manager

Address: 84 Border Street

Approval Target 11/21/19

Slip Started on: 11/20/19 1:53 PM

PLANNING Approve:

PLANNING Comments: N/A -not applicable

POLICE Approve:

POLICE Comments:

FIRE Approve:

FIRE Comments:

BUILDING ZONING Approve:

BUILDING

ZONING
Comments:

CONSERVATION
Approve:

CONSERVATION N/A
Comments:

HEALTH
Approve:

HEALTH
Comments:

ASSESSORS
Approve:

ASSESSORS
Comments:

TREASURER
COLLECTOR
Approve:

TREASURER
COLLECTOR
Comments:

A2

Phone: ~~774 482 1819~~

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF NORTHBRIDGE

APPLICATION FOR COMMON VICTUALLER LICENSE

TO THE LICENSING AUTHORITIES:
The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto
(FULL NAME OF PERSON, FIRM OR CORPORATION MAKING APPLICATION):

USRS 786 INC dba Village Variety

STATE CLEARLY PURPOSE FOR WHICH LICENSE IS REQUESTED: [Common Victualler]

TO: USRS 786 INC dba Village Variety

GIVE LOCATION BY STREET AND NUMBER:

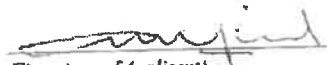
AT: 84 BORDER STREET
Whitinsville MA 01588

in said Town of Northbridge in accordance with the rules and regulations made under authority of said Statutes.

Choose one New License Transfer.

LIST THE DAYS AND HOURS OF PROPOSED OPERATION:

DURING: 5:AM TO 11 PM Monday to Thursday / Friday Saturday 5: TO MIDNIGHT
SUNDAY 5:AM TO 11 PM


(Signature of Applicant)

Mailing Address:
Print Name: Village Variety
Address: 84 Border St
City: Whitinsville MA
State Zip: MA 01588

Received: 11/25/19 9 AM
(Date) (Time)

This license will expire on December 31 of the current year and must be renewed annually prior to January 1.

Official Use only
Date License Granted



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

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: USRS 786 INC dba Village Variety

Address: 84 BORDER ST

City/State/Zip: Walthamville MA Phone #: 774-483-6879 / 508 998 1913

Are you an employer? Check the appropriate box:

1. I am an employer with 2 employees (full and/or part-time).*
2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. Retail
6. Restaurant/Bar/Eating Establishment
7. Office and/or Sales (incl. real estate, auto, etc.)
8. Non-profit
9. Entertainment
10. Manufacturing
11. Health Care
12. Other

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Hyb International

Insurer's Address: 300 Ballardvale Street

City/State/Zip: Wilmington MA 01887

Policy # or Self-ins. Lic. #: _____ Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a Stop Work Order may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature]

Date: 11/20/19

Phone #: _____

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):
 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
 6. Other _____

Contact Person: _____ Phone #: _____



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$250.00

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

Articles of Organization

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

Identification Number: 001407852

ARTICLE I

The exact name of the corporation is:

USRS 786, INC.

ARTICLE II

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

ARTICLE III

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

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

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

ARTICLE IV

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

NOT APPLICABLE.

ARTICLE V

SECRETARY	AMJAD M. CHAUDHRY	151 CITY DEPOT ROAD CHARLTON, MA 01507 USA
DIRECTOR	AMJAD M. CHAUDHRY	151 CITY DEPOT ROAD CHARLTON, MA 01507 USA

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

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

CONVENIENCE STORE

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

No. and Street: 151 CITY DEPOT ROAD
City or Town: CHARLTON State: MA Zip: 01507 Country: USA

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

No. and Street: 151 CITY DEPOT ROAD
City or Town: CHARLTON State: MA Zip: 01507 Country: USA

which is

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

Signed this 22 Day of October, 2019 at 12:50:48 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.)*

AMJAD M. CHAUDHRY

2020 Annual License Renewals

B.

Establishment

Manager/Owner

License Type

Expires Decemeber 31, 2019 - Class II Used Car Dealer License - \$ 50

4K's Auto Exports LLC	Mr. Abdul Kafal	Class II - Used Car Dealer License
Claude Elias dba Elias Motors	Mr. Claude Elias	Class II - Used Car Dealer License
Crothers Tire Co. & Auto Sales	Mr. Thomas Crothers	Class II - Used Car Dealer License
Harbro Sales & Service, Inc.	Mr. Paul T. Hare	Class II - Used Car Dealer License
J & S Motors, Inc.	Mr. Kurt VandenAkker	Class II - Used Car Dealer License
Jonathan Shenian d/b/a Cappy's Automotive	Mr. Jonathan Shenian	Class II - Used Car Dealer License
Kearns Collision Repair, Inc.	Mr. Thomas F. Colonair, Jr	Class II - Used Car Dealer License
Perry Sales & Service Inc.	Ms. Aimee Rossetti	Class II - Used Car Dealer License
R.E.N. Sales & Service, Inc	Mr. Robert E. Nydam	Class II - Used Car Dealer License
Robert Miller dba Grinding Gears Garage	Mr. Robert Miller	Class II - Used Car Dealer License
Trinity Auto Brokers	Mr. J. William Gifford	Class II - Used Car Dealer License

Expires Decemeber 31, 2019 - Automatic Amusement Devices License - \$ 100 (Juke Box \$30)

MLJJ, Inc. d/b/a The Gray Barn	Mr. John H. Mellor	Automatic Amusement Devices License
MSM Management, Inc. dba Sparetime Recreation	Mr. Mark Moon	(11) Automatic Amusement Devices License (1) Juke Box
National Entertainment Network	Ms. Tina Chavez	(12) Auto. Amusement Devices License
National Entertainment Network	Ms. Tina Chavez	(1) Auto. Amusement Devices License
Roby Dee, Inc. d/b/a Valley Pub	Mr. Robert DeDominick	Auto. Amuse. Dev. License [Juke Box]
The Philo Group, LLC d/b/a The Rock	Mr. Jay Michael Husson	(1) Auto. Amuse Device Lic. [JukeBox]

Expires Decemeber 31, 2019 - Dance Permit - \$12

Jo Ann Warren Studio	Ms. Jo Ann Warren	Dance Permit
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Expires Decemeber 31, 2019 - Common Victualler's License - \$20

481 Yogi Convience Store, Inc. d/b/a Highland Farms	Mr. Govind Patel	Common Victualler's License
Corner Pizza Enterprises Inc.	Mr. Ali Boukioud	Common Victualler's License
Crystal Gas, Inc.	Mr. Mark El Houssan	Common Victualler's License
Cumberland Farms, Inc. #6682	Attn: Licensing Dept.	Common Victualler's License
D & Ng, Inc. dba King Jade	Mr. Nathan Ng	Common Victualler's License

2020 Annual License Renewals

Expires Decemeber 31, 2019 - Common Victualler's License - \$20 (Con't)

Dimple A. Desai, Inc. dba Subway #35002 [Walmart]	Ms. Dimple A. Desai	Common Victualler's License
Dimple A. Desai, Inc. dba Subway of Whitinsville	Ms. Dimple A. Desai	Common Victualler's License
Donna Picard dba Masion de Manger	Ms. Donna Picard	Common Victualler's License
Douglaspak Inc. dba Arcade Package Store	Mr. Chanjay Amin	Common Victualler's License
Dufficy Enterprises, Inc dba Domino's Pizza	Mr. Jeff Dufficy	Common Victualler's License
Emperors Garden, LLC dba New China Pacific	Ms. Jinny Chen	Common Victualler's License
Fresh Brewed Inc., dba Dunkin Donuts	Ms. Barbara Denesowicz	Common Victualler's License
Friendly Discount Liquors Inc. dba Macy's Liquors of Whitinsville	Mr. Sook Huynh	Common Victualler's License
George Marston Whitin Community Center	Mr. Heather Elster	Common Victualler's License
Harry's Famous Pizza	Mr. Odisefs Tsimogiannis	Common Victualler's License
HEMA Investment, Inc. dba New Ultramart Convenience Store	Mr. Manish Patel	Common Victualler's License
Jan Co. Inc. dba Burger King #4688	Mr. John Caito	Common Victualler's License
JMJ Endeavors d/b/a Pirates Cove	Mr. Eric Audette	Common Victualler's License
Jubes LLC dba Jubes Family Restaurant	Mr. Richard Joubert, III	Common Victualler's License
Jyoti Enterprises, Inc. dba Gary's Variety	Mr. Harshad Patel	Common Victualler's License
K & D Coffee, LLC	Ms. Kiara Gibbs	Common Victualler's License
Kyoto of Whitinsville, LLC	Mr. Thien Phan	Common Victualler's License
Luxury Foods, Inc. dba Divine Thai	Ms. Achara Weydt	Common Victualler's License
Mill House Wine & Spirits, Inc.	Ms. Alexis Giannopoulos	Common Victualler's License
MLJJ, Inc. d/b/a The Gray Barn	Mr. John H. Mellor	Common Victualler's License
Mumford Knights of Columbus Corp. #365	Mr. John Masterson	Common Victualler's License
Northbridge Donuts Inc. dba Dunkin Donuts	Mr. Thomas Denesowicz	Common Victualler's License
Northbridge House of Pizza	Mr. Amir E. Roufail	Common Victualler's License
On A Roll Food Truck	Mr. Randy Ross	Common Victualler's License
Paulette Ruth dba The Valley Café	Ms. Paulette Ruth	Common Victualler's License
Purgatory Beer Company, LLC	Mr. Kevin Mulvehill	Common Victualler's License
Roby Dee, Inc. d/b/a Valley Pub	Mr. Robert DeDominick	Common Victualler's License
Samarpan, Inc., 1 Quickstop Conv.	Mr. Bhikhabhai Patel	Common Victualler's License
Selia Corp. dba McDonald's Restaurant	Mr. Joseph Spadea	Common Victualler's License
Speedway, LLC dba Speedway #2415	Ms. Rachael Ingham	Common Victualler's License
SR Golf Club, LLC	Mr. Louis Papadellis	Common Victualler's License

2020 Annual License Renewals

Expires Decemeber 31, 2019 - Common Victualler's License - \$20 (Con't)

Terresa Michaelson dba Herbs Makes Scents	Ms. Terressa Michaelson	Common Victualler's License
Therecka, Inc dba The Grill	Mr. William Therecka	Common Victualler's License
The 87 Diner	Ms. Margaret Gagner	Common Victualler's License
The Donut Shop	Mr. Chris Mitkonis	Common Victualler's License
The Green Plate, LLC	Ms. Danielle Desrosiers	Common Victualler's License
The Philo Group, LLC d/b/a The Rock	Mr. Jay Michael Husson	Common Victualler's License
USRS 786, Inc dba Village Variety	Mr. Rashid Ali	Common Victualler's License
Vera's Mini Mart	Mr. Ashraf Youssef	Common Victualler's License
Village House of Pizza	Mr. George Drosidas	Common Victualler's License
West End Creamery	Mr. Greg VandenAkker	Common Victualler's License
Whitinsville Gas and Market, LLC	Mr. Tarik Yatim	Common Victualler's License
Whitinsville Golf Club	Mr. Francis Iannetti	Common Victualler's License
Whitinsville New England Pizza, Inc	Mr. Samy Morcos	Common Victualler's License

Expires Decemeber 31, 2019 - Entertainment License - No fee

Alternatives Unlimited, Inc.	Ms. Cristi Collari	Entertainment License
Donna Picard dba Masion de Manger	Ms. Donna Picard	Entertainment License
MLJJ, Inc. d/b/a The Gray Barn	Mr. John H. Mellor	Entertainment License
Emperors Garden, LLC dba New China Pacific	Ms. Jinny Chen	Entertainment License
Roby Dee, Inc. d/b/a Valley Pub	Mr. Robert DeDominick	Entertainment License
SR Golf Club, LLC	Mr. Louis Papadellis	Entertainment License
The Philo Group, LLC d/b/a The Rock	Mr. Jay Michael Husson	Entertainment License
Purgatory Brewing Company	Mr. Kevin Mulvehill	Entertainment License
D & Ng, Inc. dba King Jade	Mr. Nathan Ng	Entertainment License

Expires Decemeber 31, 2019 - Sunday Enertainment License - \$100

Alternatives Unlimited, Inc.	Ms. Cristi Collari	Sunday Entertainment [Juke Box]
The Philo Group, LLC d/b/a The Rock	Mr. Jay Michael Husson	Sunday Entertainment

2020 Annual License Renewals

Expires Decemeber 31, 2019 Livery/Operator's License - Livery License \$25 Operator's License \$25

John Guenette dba Prime Time Limo

Mr. John Guenette

Livery/Taxi License

John Guenette dba Prime Time Limo

Mr. John Guenette

Livery/Taxi Operator's License

Bull Hound Shuttle

Mr. Raymond Miller III

Livery/Taxi License

Bull Hound Shuttle

Mr. Raymond Miller III

Livery/Taxi Operator's License

Bull Hound Shuttle

Mr. Michael A. Julian

Livery/Taxi Operator's License

2020 Liquor License Renewals

C.

Establishment	Address	License Type
<i>Expires December 31, 2019 All Alcohol Common Vic- \$1,150</i>		
D and Ng, Inc. / King Jade Resturaunt	1229 Providence Road	All Alcohol Common Vic.
Kyoto of Whitinsville, LLC	185 Church Street Unit 16-4	All Alcohol Common Vic.
Luxury Foods, Inc. dba Divine Thai	123 Church Street	All Alcohol Common Vic.
MLJJ, Inc. d/b/a The Gray Barn	c/o 63 Deer Track Court	All Alcohol Common Vic.
Emperors Garden, LLC d/b/a New China Pacific	683 Linwood Ave.	All Alcohol Common Vic.
Therecka, Inc. d/b/a Grille 122	91 Providence Road	All Alcohol Common Vic.
The Philo Group Inc., dba The Rock	2043 Providence Road	All Alcohol Common Vic.
<i>Expires December 31, 2019 All Alcohol Gen. on Premises - \$1,150</i>		
Roby Dee, Inc. d/b/a Valley Pub	3 Carven Road	All Alcohol Gen. on Premises
SR Golf Club, LLC dba Shinning Rock Golf Club	91 Clubhouse Lane	All Alcohol Gen. on Premises
<i>Expires Decemeber 31, 2019 Club License - All Alcohol - \$1,050</i>		
Mumford Knights of Columbus Corp. 365	77 Prescott Road	Club License - All Alcohol
Whitinsville Golf Club, Inc.	179 Fletcher Street	Club License - All Alcohol
<i>Expires December 31, 2019 Package Store - All Alcohol - \$1,150</i>		
Douglaspak, Inc. dba Arcade Package Store	185 Church Street Unit 16-6	Package Store - All Alcohol
Friendly Discount Liquors dba Macy's Liquors of Whitinsville	1167 Providence Road Unit 7	Package Store - All Alcohol
Jyoti Enterprises, Inc. dba Gary's Variety	2201 Providence Road	Package Store - All Alcohol
Mill House Wine & Spirits, Inc.	670 Linwood Avenue	Package Store - All Alcohol
<i>Expires December 31, 2019 Package Store - Wines & Malt - \$1,000</i>		
481 Yogi Convenience Store Inc. dba Highland Farms	218 Church Street	Package Store - Wines & Malt
Crystal Gas, Inc	175 Church Street	Package Store - Wines & Malt
Mina's Foods Inc. dba Vera's Mini Mart	One Plummers Corner	Package Store - Wines & Malt
Samarpan, Inc., 1 Quickstop Convenience	206 N. Main Street	Package Store - Wines & Malt
Village Variety, LLC	84 Border Street	Package Store - Wines & Malt
<i>^ Village Variety, LLC required to renew since current application to transfer has not yet been submitted/approved by the ABCC</i>		
<i>Expires Decemeber 31, 2019 Wine & Malt Common Vic. - \$1,000</i>		
George Drosidas dba Village House of Pizza	191 N. Main Street	Wine & Malt Common Vic.
Jubes, LLC dba Jubes Family Restaurant	1227 Providence Road	Wine & Malt Common Vic.
<i>Expires December 31, 2019 Farmer Brewery Pouring Permit - \$1,000</i>		
Purgatory Beer Company, LLC	670 Linwood Ave., Bldg C 111A	Farmer Brewery Pouring Permit

2020 Non-Renewals

NON-RENEWALS

1) *Expires Decemeber 31, 2019 - Class III Motor Vehicle Junk Dealer License - \$ 50*

Northbridge Salvage Company

Mr. L. E. Ambrogi

Class III - Motor Vehicle Junk License

2a.) *Expires December 31, 2019 - All Alcohol Common Victualler's License - \$1,150*

Sammy's Restaurant, LLC d/b/a Sammy's Restaurante

Mr. Sohail Ahmad

All Alcohol Common Vic.

Expires Decemeber 31, 2019 - Common Victualler's License - \$20

2b.) Sultan Salahuddin dba Sammy's Restaurante

Mr. Sultan Salahuddin

Common Victualler's License

3) Mikes Vending, LLC

Mr. Michael Griffin

Common Victualler's License

E.

Date: December 12, 2019

QuickenLoans
Engineered to Amaze

Town of Northbridge

RE: Lisa J. Harrigan
Account#: TBD
Social Security #: [REDACTED]
32 Elm St, # 34
Whitinsville, MA 01588-2306

**Please subordinate to Mortgage Electronic Registration
Systems, Inc. as nominee for Quicken Loans Inc.
Loan Number 3440923570**

To Whom It May Concern:

Quicken Loans Inc. has approved the above client(s) for a first lien mortgage in the amount of \$168,905.00. This loan will be closing on or about December 22, 2019. In order to proceed with our client's wishes, we ask that you complete a subordination agreement in the amount of \$168,905.00 and return it to us as quickly as possible. Listed below and included is the documentation that you require prior to the completion of a subordination agreement:

*** The current requested loan amount is only an estimate and may account for slight changes in allowable fees and costs. The requested loan amount may be reduced prior to closing to ensure all applicable State guidelines are met.

Return Label
Subordination Agreement

If you have any questions, concerns or require additional information, do not hesitate to call (877) 784-2593. In order to expedite the processing of this loan, please fax a copy of the subordination agreement to (877) 382-0232 prior to mailing the original. Please reference Quicken Loans Inc.'s account number: **3440923570** in any correspondence. Please note: Quicken Loans Inc.'s UPS Account # is 4RR774, in case a return label is not included.

Respectfully,
Subordination Team
Quicken Loans Inc.



4977857854

SUBORDINATION AGREEMENT

Loan No: 3440923570

This Agreement is made this _____, 20____ by **Town of Northbridge**, whose address is _____(the "Lienholder").

WHEREAS the Lienholder is the holder of a mortgage/deed of trust/lien in the principal amount of \$57,920.00 executed by **Lisa Harrigan** (the "Borrower"), dated October 22, 2007 and recorded on November 19, 2007, in Book 42084, Page 136, in the records of Worcester County ("Lienholder's Lien"), covering the property commonly known as 32 Elm Street, Whitinsville, MA 01588-2306 (the "Property") and legally described as:

Situated in the County of Worcester, State of MA:

(See attached Legal Description)

Tax ID No.: 09-042

WHEREAS Quicken Loans Inc. intends to make a loan to the Borrower in a principal amount not to exceed \$168,905.00 and dated on or about _____, 20____ to be secured by a mortgage/deed of trust granted to Mortgage Electronic Registration Systems Inc., as nominee for Quicken Loans Inc., its successors and or assigns, covering the Property ("Quicken Loans' Lien"), and

WHEREAS Quicken Loans Inc. will only make the loan to the Borrower provided that Lienholder's Lien is subordinate to Quicken Loans' Lien, and

WHEREAS Lienholder intends that Quicken Loans' Lien be prior and superior to Lienholder's Lien.

NOW, THEREFORE, it is agreed that in consideration of one dollar and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Lienholder agrees to subordinate and make Lienholder's Lien subordinate and junior in all respects to Quicken Loans' Lien.

Witnesses:

Signature _____

Printed Name _____

Signature _____

Printed Name _____

STATE OF _____)

ss

COUNTY OF _____)

On _____, 20____ before me, _____ (Notary Name), personally appeared _____ (Lienholder Representative), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____(Notary Signature)
Notary Public, County of _____, Acting in _____ County.
State of _____
My commission expires _____.

This instrument drafted by and after recording return to:
Danielle Gray
Quicken Loans Inc.
Subordination Dept.
615 W. Lafayette
Detroit, MI 48226

Lienholder Signature:

Lienholder: Town of Northbridge

Printed Name _____

Title _____

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 09-042

Land situated in the Town of Northbridge in the County of Worcester in the State of MA

A CERTAIN LOT OR PARCEL OF LAND, WITH ALL BUILDINGS AND OTHER IMPROVEMENTS THEREON, SITUATED ON THE SOUTHEASTERLY SIDE OF ELM STREET, PRESENTLY KNOWN AS 32-34 ELM STREET, IN THE VILLAGE OF WHITINSVILLE, IN THE TOWN OF NORTHBRIDGE, WORCESTER COUNTY, MASSACHUSETTS AND SHOWN IN PLAN BOOK 165, PLAN 16, LOT 16 ON A PLAN ENTITLED "SECTION D - SHEET D-1, WHITIN MACHINE WORKS, NORTHBRIDGE, MASS, NOVEMBER 15, 1949" BY G. BERTRAND BIBEALT, CIVIL ENGINEERING, WOONSOCKET, R.I., IN THE WORCESTER DISTRICT REGISTRY OF DEEDS. SAID LOT IS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, VIZ:

BEGINNING AT A GRANITE BOUND AT AN ANGLE IN SAID ELM STREET, SAID BOUND BEING THE MOST EASTERLY CORNER OF LOT #15 AND BEING THE NORTHWESTERLY CORNER OF THE LOT HEREIN CONVEYED;

THENCE N. 42 DEGREES 01 MINUTES E., BY SAID ELM STREET SIXTY-TWO AND SIXTY-FOUR ONE HUNDREDTHS (62.64) FEET TO LOT #17;

THENCE S. 47 DEGREES 59 MINUTES E., BY SAID LOT #17, ONE HUNDRED FORTY (140.00) FEET TO LOT #22;

THENCE S. 42 DEGREES 01 MINUTES W., BY SAID LOT #22, EIGHTY-TWO AND EIGHTY-ONE ONE HUNDREDTHS (82.81) FEET TO OTHER LAND OF, OR FORMERLY OF, WHITIN MACHINE WORKS;

THENCE N. 87 DEGREES 08 MINUTES W., BY SAID OTHER LAND OF, OR FORMERLY OF, WHITIN MACHINE WORKS, EIGHTY-FIVE AND EIGHTY-ONE ONE HUNDREDTHS (85.81) FEET TO THE AFORESAID LOT #15;

THENCE N. 02 DEGREES 37 MINUTES W., BY SAID LOT #15, ONE HUNDRED FOUR AND FORTY-NINE ONE HUNDREDTHS (104.49) FEET TO THE POINT OF BEGINNING.

CONTAINING 14,643 SQUARE FEET, MORE OR LESS.

NOTE: The Company is prohibited from insuring the area or quantity of the land. The Company does not represent that any acreage or footage calculations are correct. References to quantity are for identification purposes only.

Commonly known as: 32 Elm Street, Whitinsville, MA 01588-2306

UPS CampusShip: View/Print Label

1. **Ensure there are no other shipping or tracking labels attached to your package.**
2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. GETTING YOUR SHIPMENT TO UPS

Customers with a Daily Pickup

Your driver will pickup your shipment(s) as usual.

Customers without a Daily Pickup

Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.

Hand the package to any UPS driver in your area.

Take your package to any location of The UPS Store®, UPS Access Point(TM) location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

FOLD HERE

<p>ORIGINAL DOCS/SUB TEAM QUICKEN LOANS 635 WOODWARD AVE. DETROIT MI 48226</p> <p>SHIP TO: ORIGINAL DOCS/SUB TEAM QUICKEN LOANS 635 WOODWARD AVE. DETROIT MI 48226</p>	<p>0.0 LBS LTR</p> <p>RS</p>	<p>1 OF 1</p>	<p>MI 483 0-03</p> 	<p>UPS NEXT DAY AIR</p> <p>1</p> <p>TRACKING #: 1Z 631 W5R 84 9520 1615</p> 	<p>BILLING: P/P DESC: Original Docs RETURN SERVICE</p> <p>Reference # 1: 3440923570 Reference # 2: Harrigan, Lisa</p> <p><small>CS 21.5.18. WNTNFS0 20.01.10/2019</small></p> <p>3440923570</p> 
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Town Manager's Report for the Period of December 2, 2019 – December 13, 2019

1. Key Meetings Attended:

- Monday, December 2, 2019 – Attended a meeting with School Superintendent and Business Manager to discuss Balmer School project.
- Monday, December 2, 2019 – Participated in the weekly Fire Station Project Conference Call.
- Monday, December 2, 2019 – Attended the Board of Selectmen Meeting.
- Tuesday, December 3, 2019 – Attended a Meeting at the Whittin Community Center to discuss community service initiative through the EMC Arts project at Open Sky/Alternatives.
- Wednesday, December 4, 2019 – Attended BPCC Meeting on Fire Station & Turf Field projects.
- Thursday, December 5, 2019 – Met with David Labonte of MIIA, our General Liability representative to discuss builder's risk insurance coverage for the Balmer School project.
- Friday, December 6, 2019 – Held a Department Managers Meeting at Whittinsville Social Library.
- Monday, December 9, 2019 – Attended a meeting on Green Communities Projects with Town and NPS staff.
- Monday, December 9, 2019 – Met with NPS staff and legal team from KP Law.
- Monday, December 9, 2019 – Participated in Fire Station Project Conference Call.
- Tuesday, December 10, 2019 – Met with staff regarding clearing house (DOT) regulations.
- Tuesday, December 10, 2019 – Attended a ceremony at the Whittinsville Social Library commemorating their 175th anniversary.
- Thursday, December 12, 2019 – Attended a site visit at the Middle School for the Turf Field Project.
- Friday, December 13, 2019 – Attended "Student of Month" at the Northbridge Middle School.
- Friday, December 13, 2019 – Met with Vertex Engineering to discuss Fire Station and Turf Field RFP submittals.

2. **Balmer School Building Project:** The project construction by Fontaine Brothers is well under way. Grading and tree removal is complete. Three of the four detention basins and replacement of a 36" drainage culvert across the site have been completed. The retaining wall on the east property line used for the access way is nearing completion. Fontaine has obtained the foundation-only permit from the Building Inspector and footing installation has been initiated. The School Building Committee meets again on December 17, 2019.
3. **Fire Station Project (Feasibility Study):** The BPCC and the Kaestle-Boos Architect design team along with the OPM Cardinal Construction met with the BPCC last week on December 4, 2019. The design team is currently working on design concepts for the preferred site which is the Town-owned Goulet Playground/Riverdale Field site. The group also discussed site conditions with an abutter that was present and reviewed the 1997 Feasibility for the High School which included Goulet Field as one of its top sites. They are also in the process of developing a project web page to be accessed via a link on the Town's website which will contain aspects of the project including existing building conditions, design concepts, reports, etc. The team meets next with the BPCC on December 18, 2019.
4. **Lasell Field Turf Project:** The Land Landscape Architect Activitas met with the BPCC last week on December 4th. The team is finalizing the design concept and fine-tuning the budget. Activitas will be working on the construction documents and permitting over the next 45-60 days and hopes to advertise February 1st. The design team submitted an RDA application to the Conservation

Commission. There will be a discussion on materials alternatives at the next BPCC meeting to be held on January 8, 2020.