



SELECT BOARD
Town Offices
50 Billerica Road
Chelmsford, MA 01824-2777
(978) 250-5202

January 20, 2026

Attorney David Keele
9 Billerica Rd
Chelmsford, MA 01824

SENT VIA EMAIL

Dear Attorney David Keele,

Notice is hereby given that the Select Board will conduct a public hearing on the application for an Alteration of Premises and Pledge of License on the All Alcoholic Beverages Package Store License for Kanissa, Inc, DBA Chelmsford Wine and Spirits exercised on the premises at 133 Princeton St. This hearing will take place at **6:00 PM on Monday, February 9, 2026, at the Town Offices, 50 Billerica Road, Room 204**. It is required that the applicant or a representative attend this hearing. You may participate in person or virtually via Zoom. If you would like to participate via zoom, please request the Zoom Link via email (TMOffice@chelmsfordma.gov) no later than 12:00pm (noon) on February 9th.

Advertisement of this public hearing will appear in the Lowell Sun on January 29th. Enclosed please find a list of abutters prepared by the Board of Assessors. **It is required that the applicant notify the owners of all property that abuts 133 Princeton St within three days of the publication of the advertisement, by Certified Mail, Return Receipt Requested.** You may use a copy of the legal ad enclosed and photocopy it for notice to the abutters. The white mailing receipts and green return receipt cards must be presented to the Board prior to or at the time of the hearing.

If you have any questions, please contact me at (978) 244 3302 or JGeraghty@chelmsfordma.gov.

Sincerely,

James Geraghty
Operations Assistant

ALCOHOL LICENSE AMENDMENT - ALTERATION OF PREMISES

Licensee: Konisse Inc.

ABCC Requirements

- Monetary Transmittal Form
- \$200 fee via ePay
- Alteration of Premises/Change of Location Application
- Vote of the Corporate Board
- Floor Plan
- Advertisement
- Legal Right to Occupy (*lease or deed*)
- Supporting financial records
- Abutter's Notification
- Pledge of License, Stock, or Inventory Application
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Pledge documentation
- Promissory Note

Additional Town Requirements

- Application for License – General
- Departmental Review Sheet
- Current Business Certificate (if required by M.G.L. c.110 §5)
- \$100 Filing Fee
- Advertisement Fee

Complete J. Craghty

Incomplete _____

ALCOHOL LICENSE AMENDMENT - ALTERATION OF PREMISES

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- Advertisement Fee

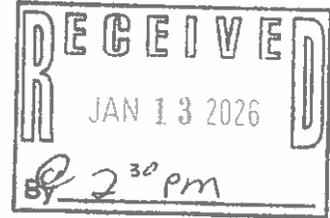
Complete J. C. Cragg

Incomplete _____

DAVID A. KEELE & ASSOCIATES, LLC

ATTORNEYS AT LAW
9 BILLERICA ROAD
CHELMSFORD, MA 01824

PHONE 978-244-2400
FACSIMILE 978-244-1111
DAVID@KEELELAWFIRM.COM



DAVID A. KEELE, ESQUIRE
ALICIA N. BADOLATO, ESQUIRE

January 12, 2026

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

RE: Multiple Amendments; Alteration of Premises & Pledge of License

To whom this may concern: Enclosed herewith please find the following:

Pledge of License

1. Monetary Transmittal Form
2. Payment Receipt
3. DOR Certificate of Good Standing
4. DUA Certificate of Compliance
5. Application for Multiple Amendments
6. Vote of Entity Board
7. Promissory Notes (2)

Alteration of Premises

1. Monetary Transmittal Form
2. Payment Receipt
3. Application for Multiple Amendments
4. Vote of Entity Board
5. Supporting Financial Records (Recorded Mortgages)
6. Legal Right to Occupy (Deed and Lease Agreement)
7. Floor Plan

Please do not hesitate to contact this office should you have any questions or concerns.

Very truly yours,


David A. Keele



SELECT BOARD
Town Offices
50 Billerica Road
Chelmsford, MA 01824-2777
(978) 250-5202 FAX: (978) 250-5252

APPLICATION FOR LICENSE

INFORMATION TO BE FURNISHED BY APPLICANT – GENERAL

1. Type of License Applied for Liquor License
2. Official Name on License Kanissa Inc.
3. D/B/A/ (if applicable) Chelmsford Wine & Spirits
4. Address of Establishment 133 Princeton Street North Chelmsford, MA 01863
5. On Premises Phone Number Applicants Mobile Number: 978-888-4627
6. Manager's Name, Address and Home Phone # Visoth Nuon
14 Kelshill Road North Chelmsford MA 01863
7. Hours of Operation Requested:
Weekdays 8am to 10pm
Sundays 10am to 6pm
8. Seating Capacity 181 (building occupancy)



SELECT BOARD
Town Offices
50 Billerica Road
Chelmsford, MA 01824-2777

Phone: (978) 250-5202

DEPARTMENTAL REVIEW SHEET
FOR SELECT BOARD LICENSE APPLICATIONS

Please complete this form and attach the floor or parking plan, if required. Submit this form with your complete application packet to the Select Board office, and departmental comments will be obtained internally. Departments may request additional information as needed.

For planning purposes, you may contact any departments prior to completing your application. For any renovations, alterations, or new buildings, a preliminary review with the Building Commissioner is strongly recommended.

Application Type:

New License

Transfer of Existing License

Current Licensee _____

* Amendment to Existing License

Amendment Type(s) Alteration of Premises (Smaller) _____

License Type _____ Liquor _____

Name of Business Kanissa Inc. DBA Chelmsford Wine & Spirits _____

Premises Address 133 Princeton Street North Chelmsford MA 01863 _____

Application Contact: Name: Visoth Nuon Phone #: 978-888-4627 _____

E-mail Address: Visothnuon@gmail.com _____

Existing Use of Premises New Construction Capacity** _____

Proposed Use of Premises Liquor Store Capacity** 181 _____

** Seating capacity for restaurants and number of cars for sale for auto dealers

Do you plan to make any renovations or physical alterations to the premises?

No * Yes - Proposed Changes Structure to be smaller than _____

original design. _____

A preliminary review with the Building Commissioner is strongly recommended

Plans Attached -**Floor plans** are required for new/transfer Common Victualler & Alcohol licenses and for amendments involving alterations to the premises.

-**Parking plans** are required for Auto Dealer licenses

Select Board Licensing

Department Review Sheet

To be completed by Town Personnel Only

Please note if your department has any concerns with this Select Board License application, citing specific codes if applicable. You may also note any requirements your department will have from this applicant.

Building Department/ADA

Review and Date: 1/14/2026

Comments: GC looking for TCO to bring inventory in. There is a punch list of items that need compliance before final CO. Fire extinguishers missing, bathroom ADA marking missing, Parking ADA marking missing, monument sign engineer evaluation/stamp required.

Community Development

Review and Date: Evan Belansky 1/14/26

Comments: PB approved the modification for reduced sq. Ft. and other associated site / building changes.

Board of Health

Review and Date: 1/15/26

Comments: No Concerns

Tax Collectors Office

Review and Date: John Sousa, Jr., Treasurer-Collector 1/14/2026

Comments: No Concerns

Fire Department

Review and Date: Chief Ryan 1/16/2026

Comments: No concerns at this time.

Police Department

Review and Date: Police Chief Colin C. Spence 01/15/26

Comments: More detailed and complete parking plan of the entire parking lot is needed.

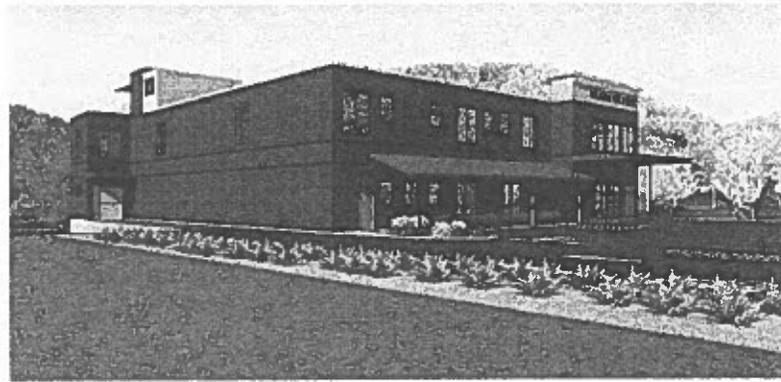
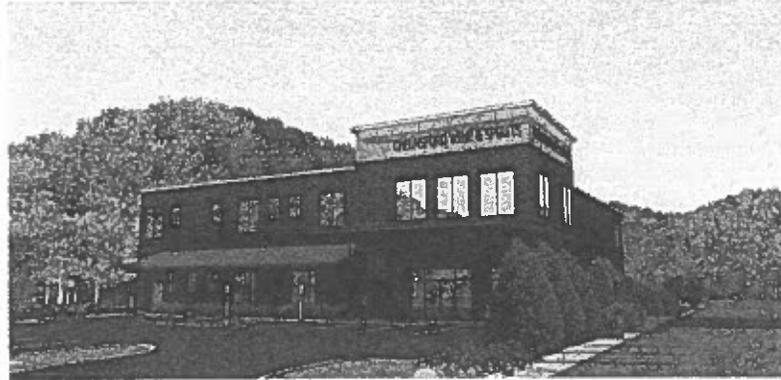
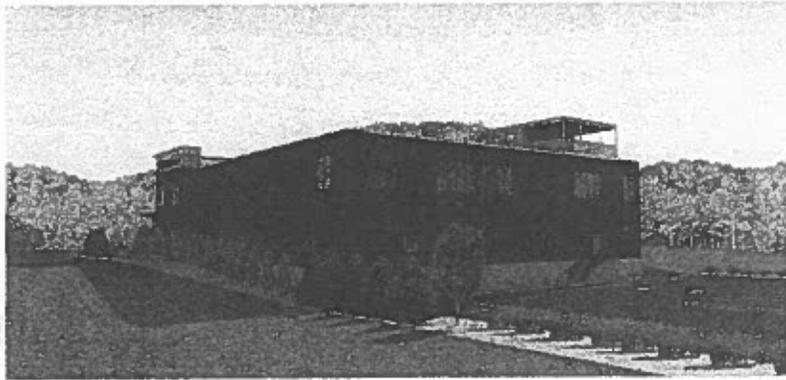
DPW

Review and Date: Anthony Reppucci, Town Engineer. 1/16/2026

Comments: No concerns with SB license application. Outstanding Items exist for CO, as-built stamped plan, letter of environmental compliance from designer, and connection of sump pump.

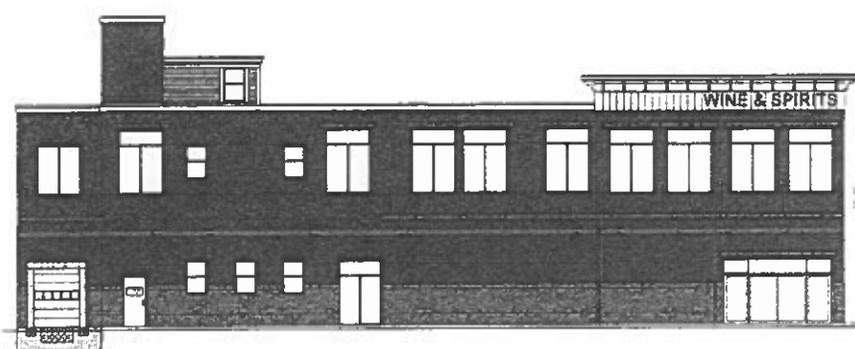
Addendum A

Original building, owned, developed and leased by Khlahann, LLC to Kanissa, Inc. was 35,952 sq ft with basement storage, first and second floor (potential retail/storage). Modified building is 24,177 sq ft with no basement, first floor retail, second floor storage and small rooftop penthouse accommodating elevator to roof top. No designated use for penthouse space has been determined



* These drawings are conceptual only. The actual construction documents may vary due to design changes necessary to meet current codes and regulations. Any major design changes are subject to Board approval.

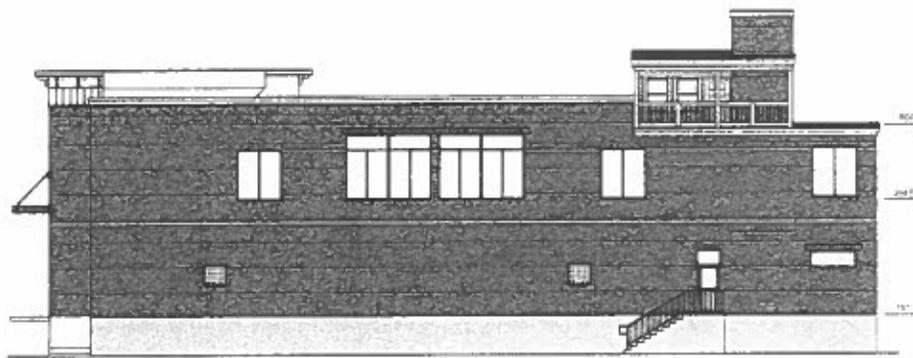
Project No.: 18045	
Date: November 30, 2025	Drawn By: SD
	Checked By: JJ
<small>Copyright © Jozokos Architecture, Inc. All rights reserved. Per the Architectural Works Copyright Protection Act of 1990, this document shall not be copied, reproduced, stored in a retrieval system, or transmitted in any form, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Jozokos Architecture, Inc. This document is not valid unless signed in witness by James J. Jozokos, Architect.</small>	
Project: CHELMSFORD WINE & SPIRITS 133 PRINCETON ST. NORTH CHELMSFORD, MA	
Title:	PROPOSED RENDERINGS SK.4
Jozokos Architecture Inc. 1147 Main Street #115, Tewksbury, MA (978) 986-1813 jozokos@comcast.net	
Sheet:	



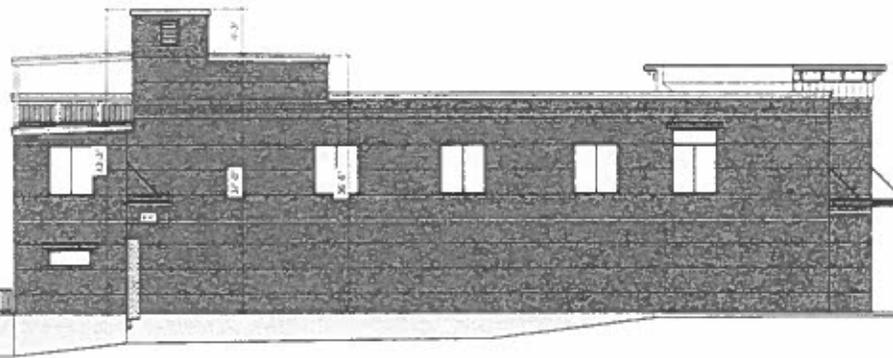
NEW PROPOSED FRONT ELEVATION
SCALE 1/8" = 1' 0"



NEW PROPOSED RIGHT SIDE ELEVATION
SCALE 1/8" = 1' 0"



NEW PROPOSED REAR ELEVATION
SCALE 1/8" = 1' 0"



NEW PROPOSED LEFT SIDE ELEVATION
SCALE 1/8" = 1' 0"

18045

AUGUST 14, 2015

JOB #

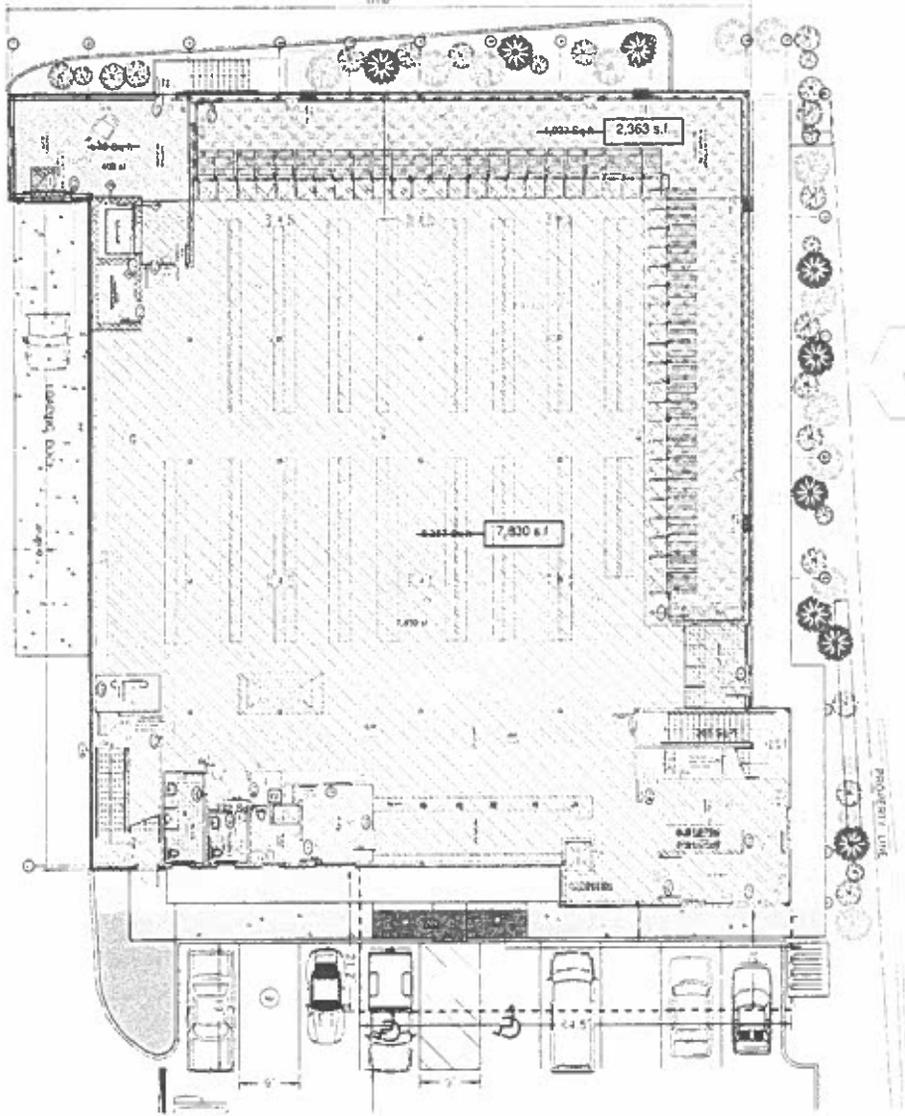
1147 Main Street, Suite 105, Framingham, MA (978) 875-1313 patrick@cmucad.net

CHELSEA ROAD WINE & SPIRITS
133 PRINCE CON'S STREET
NORTH CHELMSFORD, MASSACHUSETTS

Arthouse Architecture Inc.

FOR BOARD APPROVAL ONLY

3



TOTAL AREA 1ST FLOOR 11,736

TOTAL AREA 2ND FLOOR 11,736

TOTAL AREA 3RD FLOOR 705 S.F.

Total Building floor area
24,177 s.f.

- LEGEND
- SHOPPING
 - STORAGE
 - MECHANICAL/BACK OF HOUSE
 - EVENT SPACE

TOTAL AREA 1ST FLOOR 11,736

NEW PROPOSED 1ST FLOOR PLAN
SCALE 1/8" = 1'-0"

Page 3 of 3
18045

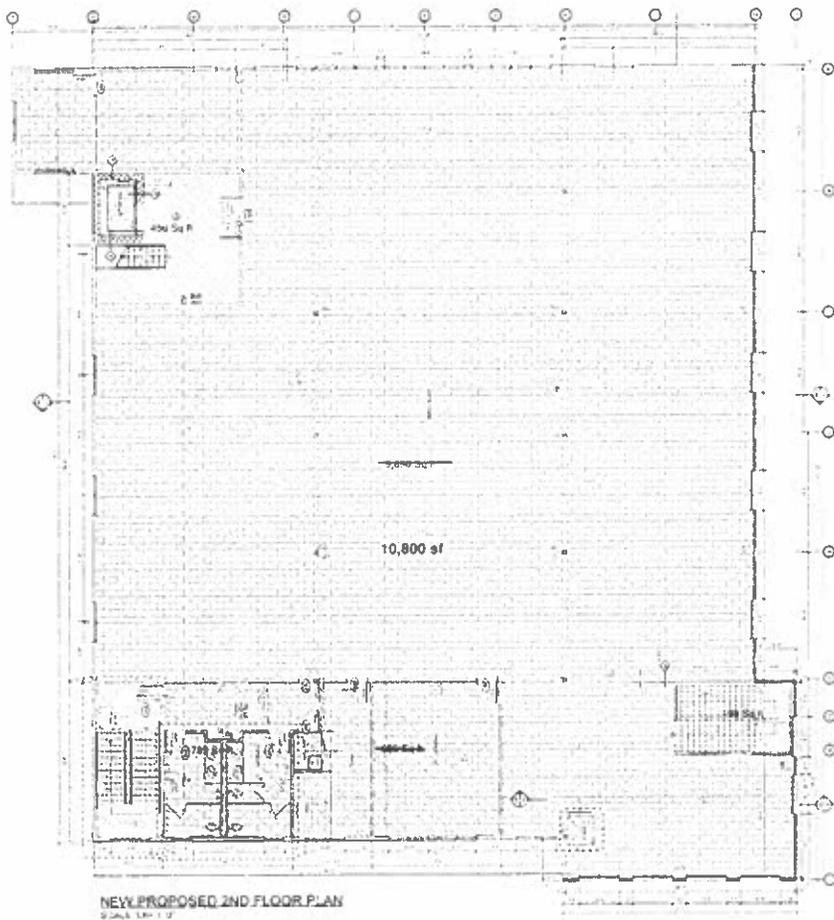
Date: AUGUST 19, 2013

Drawn By: JG/JJ
Checked By: JJ

Project: CHELSEA FORD WINE & SPIRITS
133 PRINCETON STREET
NORTH CHELSEA, MASSACHUSETTS
1547 Main Street, Suite 105, Framingham, MA (508) 885-1813 phisham@comcast.net

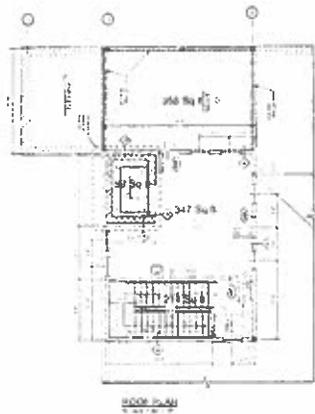
Project: 1ST FLOOR PLANS
Architect: ARCHITECTURE INC.

Title: *[Signature]*



TOTAL AREA 2ND FLOOR 11,736

TOTAL AREA 3RD FLOOR 705 S.F.



- LEGEND
-  SHOPPING
 -  MECHANICAL BACK OF HOUSE
 -  EVENT SPACE
 -  STORAGE

Project No.		18045
Date		AUGUST 11, 2024
Drawn by	JGJJ	Checked by
<small> I, the undersigned, being a duly Licensed Professional Engineer in the State of Massachusetts, do hereby certify that I am the author of the above design and that it was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Massachusetts. </small>		
		
CHELMSFORD WINE & SPIRITS 133 PRINCETON STREET NORTH CHELMSFORD, MASSACHUSETTS (978) 883-1832		
1147 May Street, Suite 105, Lowell, MA 01850 ARCADE ARCHITECTURAL P.C.		
2ND & 3RD FLOOR PLANS		
		
2		

David Keele

From: customerservice@nCourt.com
Sent: Friday, April 11, 2025 9:48 AM
To: David Keele
Subject: Receipt from nCourt

[YOUR RECEIPT >>](#)

Please include the payment receipt with your application. Thank you.

Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail
Address 1: 95 Fourth Street, Suite 3
City: Chelsea
State: Massachusetts
Zip: 02150

Payment On Behalf Of

First Name: Visoth Last Name: Nuon
Address 1: 133 Princeton Street
City: Chelmsford State/Territory: MA Zip: 01824
Phone: (978) 888-4627

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	90427-PK-0200	\$200.00

Receipt Date: 4/11/2025 9:47:49 AM ET
Invoice Number: 74162666-fc28-4dbe-97b5-23a2c474c507

Convenience Fee: \$5.18
Total Amount Paid: \$205.18

Billing Information	Credit / Debit Card Information
First Name David Last Name Keele Address 1 10 Mountain Laurels Drive, Apt. 106 City Nashua State/Territory NH Zip 03062 Phone Number (978) 244-2400 Email david@keelelawfirm.com	Card Type Visa Card Number *****8281

IMPORTANT INFORMATION >>



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

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

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.mass.gov/epay-for-online-payments-abcc>

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

EPAY CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358



RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR MULTIPLE AMENDMENTS

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)

90427-PK-0200

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

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
- 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



APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

CHANGE OF CORPORATE NAME OR DBA

\$200 fee via ABCC website and Payment Receipt (Corporate Name Only)
Monetary Transmittal Form
DOR Certificate of Good Standing (Corporate Name Only)
DUA Certificate of Compliance (Corporate Name Only)
Change of Corporate Name/DBA Application
Vote of the Entity Board
Business Structure Documents
If Sole Proprietor, Business Certificate
If partnership, Partnership Agreement
If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth

CHANGE OF PLEDGE OF LICENSE, STOCK OR INVENTORY

\$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Pledge of License, Stock or Inventory Application
Vote of the Entity Board
Pledge documentation
Promissory note

CHANGE OF MANAGER

\$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Change of Manager Application
Vote of the Entity Board
CORI Authorization Complete one for the proposed manager of record. This form must be *notarized with a stamp or raised seal.*
Proof of Citizenship/Qualified Alien for the proposed Manager of Record (*Manager must be a U.S citizen or a Qualified Alien under the Immigration and Nationality Act, 8 U.S.C. 1101*). Please Include one of the following:

- U.S. Passport
- Voter's Certificate
- Birth Certificate
- Naturalization Papers
- Permanent Resident Card "Green Card"
- Employment Authorization Document



APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

CHANGE OF LOCATION

\$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Alteration of Premises/Change of Location Application
Vote of the Entity Board
Supporting financial records
Legal Right to Occupy
Floor Plan
Abutter's Notification*
Advertisement*

ALTERATION OF PREMISES

\$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Alteration of Premises/Change of Location Application
Vote of the Entity Board
Supporting financial records
Legal Right to Occupy
Floor Plan
Abutter's Notification*
Advertisement*

MANAGEMENT AGREEMENT

\$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Management Agreement Application
Management Agreement
Vote of the Entity Board
CORI Forms for all listed in Section 8A and attachments

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.*



APPLICATION FOR MULTIPLE AMENDMENTS

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Kanissa, Inc.	Town of Chelmsford	90427-PK-0200

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.

Alteration of Premises of Retail Liquor Store and Pledge of License to Lowell Five Cent Savings Bank.

APPLICATION CONTACT

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

Name	Title	Email	Phone
David A. Keele	Attorney	David@Keelelawfirm.com	978-244-2400

2. AMENDMENT-Change of License Classification

<input type="checkbox"/> Change of license Category All Alcohol, Wine and Malt, Wine Malt and Cordials	Last-Approved License Category	
	Requested New License Category	
<input type="checkbox"/> Change of license Class Seasonal or Annual	Last-Approved License Class	
	Requested New License Class	
<input type="checkbox"/> Change of license Type* i.e. Restaurant to Club *Certain License Types CANNOT change once issued*	Last-Approved License Type	
	Requested New License Type	

3. AMENDMENT-Change of Business Entity Information

<input type="checkbox"/> Change of Corporate Name	Last-Approved Corporate Name:	
	Requested New Corporate Name:	
<input type="checkbox"/> Change of DBA	Last-Approved DBA:	
	Requested New DBA:	
<input type="checkbox"/> Change of Corporate Structure LLC, Corporation, Sole Proprietor, etc	Last-Approved Corporate Structure	
	Requested New Corporate Structure	

4. AMENDMENT-Pledge Information

Pledge of License To whom is the pledge being made:

Pledge of Inventory

Pledge of Stock

5. AMENDMENT-Change of Manager

Change of License Manager

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 Last-Approved License Manager

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

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 7

6. AMENDMENT-Change of Officers, Stock or Ownership Interest

Change of Officers/Directors Change of Ownership Interest (LLC Managers/LLP Partners, Trustees) Change of Stock (E.g. New Stockholder/ Transfer or Issuance of Stock)

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

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement.

Yes No

6. AMENDMENT-Change of Officers, Stock or Ownership Interest

6B. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

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"/>	<input type="text"/>	<input type="text"/>
Name of Principal	Title/Position	Percentage of Ownership
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Principal	Title/Position	Percentage of Ownership
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Principal	Title/Position	Percentage of Ownership
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Principal	Title/Position	Percentage of Ownership
<input type="text"/>	<input type="text"/>	<input type="text"/>

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
<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"/>

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
<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"/>

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
<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"/>

7. AMENDMENT-Change of Premises Information

Alteration of Premises: (must fill out attached financial information form)

7A. ALTERATION OF PREMISES

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

See Addendum A

PROPOSED DESCRIPTION OF PREMISES

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

See Addendum A

Total Sq. Footage	24,177	Seating Capacity	n/a	Occupancy Number	181
Number of Entrances	4	Number of Exits	4	Number of Floors	2

Change of Location: (must fill out attached financial information form)

7B. CHANGE OF LOCATION

Last-Approved Street Address

Proposed Street Address

DESCRIPTION OF PREMISES

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

Total Sq. Footage	<input type="text"/>	Seating Capacity	<input type="text"/>	Occupancy Number	<input type="text"/>
Number of Entrances	<input type="text"/>	Number of Exits	<input type="text"/>	Number of Floors	<input type="text"/>

OCCUPANCY OF PREMISES

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

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

Lease

Landlord Name

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

8. AMENDMENT-Management Agreement

Management Agreement: (must fill out all pages in section 8)

Are you requesting approval to utilize a management company through a management agreement?
If yes, please fill out section 8.

Yes No

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.*

8A. 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"/>			

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"/>			

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"/>			

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"/>			

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

Yes No

8B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 8A, 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

8. AMENDMENT-Management Agreement

8C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 8A, 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

8D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 8A, 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

8E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 8B, 8C or 8D 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

8F. 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

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

9. FINANCIAL DISCLOSURE

Required for the following transactions:

- Change of Officers, Stock or Ownership Interest (E.g. New Stockholder/Transfer or Issuance of Stock)
- Change of Premises Information
- Pledge of License, Inventory or Stock

Purchase Price(s):

Triple Net
Taxes
Utilities
Annual Maintenance

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
Visoth Nuon- Proceeds from Sale of Westford Wine and Spirits	\$2,400,000.00
Total:	\$2,400,000.00

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.
Lowell Five Cent Savings	\$6,500,000.00	Construction Loan	<input checked="" type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

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

Commercial Construction Loan in the amount of \$6,500,000.00 from The Lowell Five Cent Savings Bank.

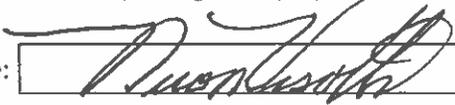
APPLICANT'S STATEMENT

I, Visoth Nuon the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory
of Kanissa, 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: 1-12-26

Title: President/Treasurer

ADDITIONAL INFORMATION

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

Pledge of Collateral: License Holder, Kanissa, Inc. is pledging its liquor license as collateral for a commercial construction loan taken by its landlord, Khlahann, LLC with The Lowell Five Cent Savings Bank. See mortgages filed with the Middlesex North Registered Land Division at Certificate of Title No. 45894, Document No's. 325055 and 325056.

ADDENDUM A

6. Change of Officers, Stock or Ownership Interest (Continued...)

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

Entity Name	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)
<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/ LLC Manager	US Citizen
<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
MA Resident			
<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/ LLC Manager	US Citizen
<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
MA Resident			
<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/ LLC Manager	US Citizen
<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
MA Resident			
<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/ LLC Manager	US Citizen
<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
MA Resident			
<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/ LLC Manager	US Citizen
<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
MA Resident			
<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/ LLC Manager	US Citizen
<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
MA Resident			
<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/ LLC Manager	US Citizen
<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
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

CRIMINAL HISTORY

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

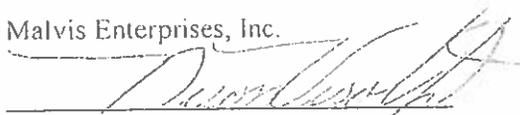
Yes No

SELLER'S CLOSING STATEMENT

Borrower: WF Wine and Spirits, Corp.
Seller: Malvis Enterprises, Inc.
Purchase Price: \$2,400,000.00
Loan Amount: \$2,475,000.00
Lender: Camden National Bank
Security: First lien on All Business Assets of WF Wine and Spirits, Corp.; and Assignment or pledge of all trade-names and intangibles, purchasing agreements, licenses, permits and approvals as applicable and attainable.
Closing Date: September 30, 2022

Purchase Price:	\$2,400,000.00
Inventory Purchase Price:	954,000.00
Deposit Paid:	<u>(520,000.00)</u>
Gross Amount Due Seller:	2,834,000.00
Expenses Due:	
Payoff to	
Wire Fee	75.00
Attorney Fee to Keele & Associates	<u>POC</u>
Total Expenses:	\$75.00
Total Due Seller:	\$2,833,925.00

Malvis Enterprises, Inc.


By: Visoth Nuon
Its: President



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



KANISSA INC
133 PRINCETON STREET
CHELMSFORD MA 01824

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, KANISSA 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



Certificate of Compliance

Date: January 7, 2026

Letter ID: L0011477244

Employer ID (FEIN): XX-XXX0788

KANISSA INC
133 PRINCETON ST
NORTH CHELMSFORD MA 01863-1531

Certificate ID: L0011477244

FEIN: 87-4830788

The Department of Unemployment Assistance certifies that as of 06-Jan-2026, KANISSA INC 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 05-Feb-2026 .

Sincerely,

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

PLEDGE OF LIQUOR LICENSE

For good and valuable consideration, and as collateral security for the performance of those obligations taken by its Landlord, **Khlahann, LLC** to secure the payment of two (2) Commercial Construction Notes in the amounts of \$3,823,530.00 and \$2,676,470.00, any extensions or renewals thereof, as well as any and all other obligations of the undersigned to **The Lowell Five Cent Savings Bank** (the "Lender"). **Kanissa, Inc.** in accordance with M.G.L.A. Chapter 138, hereby pledges, assigns and transfers to the Lender the alcoholic beverage license, more particularly described as follows:

All Alcoholic Beverage Licenses, issued by the Town of Chelmsford, Massachusetts, to The Lowell Five Cent Savings Bank upon the premises located at 133 Princeton Boulevard, Chelmsford, Middlesex County, Massachusetts.

The undersigned represents and warrants as follows:

1. Kanissa, Inc. understands and agrees that the All Alcohol License ("Liquor License") benefitting the Premises may not be transferred to any location other than the Mortgaged Premises/Demised Premises, nor may Kanissa, Inc. pledge, assign, sell or transfer the Liquor License to any person, mortgagee or entity other than The Lowell Five Savings Bank or transferee approved in advance in writing from said Lender. Kanissa, Inc. agrees not to sell, transfer or pledge the Liquor License to any other third party or mortgagee and not transfer, move, or attempt to transfer or move the Liquor License to any other location.
2. The undersigned has the power and authority to enter into this Pledge Agreement.
3. The License is not subject to any prior lien or encumbrance.
4. The undersigned will pay when due all taxes, charges, liens and assessments against the License and the beverages authorized to be sold under the License. The undersigned will perform any and all acts required to keep the License in good standing, including filing timely applications of the renewal thereof, and will not suffer or permit the License to lapse.
5. The undersigned shall promptly report in writing to the Lender upon the occurrence of any event which might impair the value of the License, including but not limited to any action taken by any local or state regulatory agencies which in any manner restricts the use of the License.

6. The undersigned will comply with all applicable laws and regulations with respect to the License or its use.
7. The undersigned agrees to do such further acts or execute such further documents as may be deemed necessary by the Lender to perfect the interest granted herein, including executing any applications for approval of this Pledge.

Upon the default of any of the obligations, representations or warranties of the undersigned to the Lender, the Lender shall have any and all rights provided by law, including those of a secured party under the Uniform Commercial Code. The Lender shall have the right to apply the proceeds of any disposition of the License to the payment of any obligations of the undersigned to the Lender, after deducting therefrom the expenses relating to such sale or disposition, including Court costs and attorney's fees.

The Pledgor hereby grants the Pledgee (i.e. the Lender) a power of attorney to endorse the name of the undersigned on any and all documents deemed necessary to effectuate the prompt transfer of the License.

The rights and remedies of the Lender are cumulative and not alternative, and may be exercised concurrently or successively. The Lender assumes no obligation with respect to the License or the sale of beverage thereunder, and the undersigned agrees to hold the Lender Harmless from any costs or expenses incurred by reason of this Agreement.

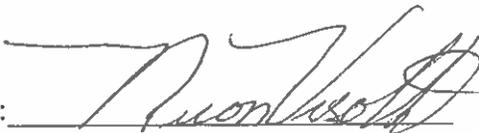
Signed as a sealed instrument this 18th day of April, 2025.

Witness:

Kanissa, Inc.



By:


Visoth Nuon, President/Treasurer



2022 00315995
 Cert: 45894 Bk: 232 Pg: 127
 Recorded: 04/29/2022 03:33 PM

MASSACHUSETTS EXCISE TAX
 Middlesex North ROD #14 001
 Date: 04/29/2022 03:33 PM
 Ctr# 097757 20292 Doc# 00315995
 Fee: \$6,840.00 cons: \$1,500,000.00

QUITCLAIM DEED

133 PRINCETON STREET, LLC, a Massachusetts limited liability company, with a notice address of 1150 Westford Street, Lowell, Massachusetts, 01851,

for consideration paid **ONE MILLION FIVE HUNDRED THOUSAND and no/100 (\$1,500,000.00) Dollars**,

grants to **KHLAHANN, LLC**, a Massachusetts limited liability company, using a notice address of 14 Kelshill Road, Chelmsford, Massachusetts 01824

WITH QUITCLAIM COVENANTS,

A certain parcel of land situated in Chelmsford, in the County of Middlesex, and said Commonwealth, bounded and described as follows:

- NORTHEASTERLY by Princeton Street, one hundred fifty (150.00) feet;
- SOUTHEASTERLY by land now or formerly of William J. Quigley, four hundred thirty-seven and 60/100 (437.60) feet;
- WESTERLY by land now or formerly of Wladyslaw Deputat, one hundred seventy-nine (179.00) feet;
- NORTHWESTERLY by Lot 2, three hundred thirty-nine and 79/100 (339.79) feet.

All of said boundaries are determined by the Land Court to be located as shown on Subdivision Plan 12020-B, drawn by Donald S. Fox, Surveyor, dated March 9, 1970, as approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title 18030, and said land is shown as Lot one (1) on said plan.

For Grantors' title, see Document No. 00282706 on Certificate of Title No. 42344 filed in the Middlesex North District, Land Court Division in Book 214, Page 158.

Property Address: 133 Princeton Street, Chelmsford, MA 01824

Signed as an instrument under seal this 29th day of April, 2022.

133 PRINCETON STREET, LLC


Charles P. Fotopoulos, as Manager and duly authorized

COMMONWEALTH OF MASSACHUSETTS

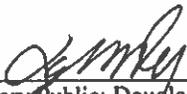
MIDDLESEX, SS.

APRIL 29, 2022

On this 29th day of April, 2022, before me, the undersigned notary public, personally appeared CHARLES P. FOTOPoulos as Manager of said limited liability company, and proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed for its stated purpose as Manager of 133 Princeton Street, LLC as the voluntary act of 133 Princeton Street, LLC.



DOUGLAS E. HAUSLER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 13, 2024


Notary Public: Douglas E. Hausler
Official seal signature and seal of Notary Public
My Commission Expires: 12/13/2024

Excise Tax 6,840.00
Doc 00315995

MIDDLESEX NORTH LAND COURT
REGISTRY DISTRICT
RECEIVED FOR REGISTRATION

On: Apr 29, 2022 at 03:33P

Document Fee 155.00 Rec Total \$7,595.00

NOTED ON: CERT 45894 BK 00232 PG 127

INDENTURE OF LEASE

THIS INDENTURE OF LEASE made as of the 10th of December, 2024, by and between **Khlahann, LLC** of 133 Princeton Street, Chelmsford, MA, (hereinafter referred to as "Landlord") and **Kanissa, Inc.** of 133 Princeton Street, Chelmsford, MA (hereinafter referred to as "Tenant").

ARTICLE I

Premises

Section 1. Said premises is located at 133 Princeton Street, Chelmsford, Massachusetts with construction of new building to accommodate a full service liquor store estimated with be completed within 9 months of the signing of this lease.

ARTICLE II

Term of Lease

Section 1. 5 years from the day of certificate of occupancy [hereafter "commencement date"] with 2- 5 year renewals.

Section 2. The demised premises shall be deemed to be ready for occupancy by Tenant on the date Landlord provides possession of the demised premises to Tenant.

Section 3. Tenant's taking possession of the demised premises shall be conclusive evidence of Tenant's acceptance thereof and Tenant's acknowledgment that the same are in good order and satisfactory condition and that Landlord has complied with all of the terms and conditions of this Lease.

ARTICLE III

Minimum Rent

Section 1. Commencing on the Commencement Date and continuing thereafter on the first day of each calendar month during the Lease Term, Tenant covenants and agrees to pay to Landlord, at Landlord's address listed above or at such place as Landlord shall from time to time designate in writing, minimum rent (hereinafter called "Minimum Rent") for said premises at the rate of TBD at the issuance of certificate of occupancy. Tenant shall be responsible for all water, electricity, gas, phone, internet and other utilities of the property during the Term of the Lease.

The rent aforesaid shall be paid by Tenant on the first day of each and every month during the Lease Term, in advance, without demand, deduction, abatement, counterclaim or set-off.

Section 2. Any installment of Minimum Rent and any other payment required of Tenant under this Lease which is not paid by Tenant after the due date thereof shall bear interest

from said due date until paid, at an annual rate equal to the lesser of (i) the maximum rate of interest for which Tenant may lawfully contract in the Commonwealth of Massachusetts, or (ii) Eighteen percent (18%). Landlord may collect any such amounts as additional rent.

Section 3. Tenant shall pay in full the first month's rent at the time possession of the premises is delivered hereunder.

ARTICLE IV

Tenant shall be responsible for and pay all debts on their business such as debts owed to liquor vendors, the lottery, and sales taxes and shall indemnify Landlord for the same.

ARTICLE V

Utilities

Tenant shall pay for all utilities furnished to the demised premises, including, but not limited to, gas, water, electricity, sewer charges, and the like, including all utilities necessary for heating and air conditioning the demised premises. In the event that Landlord shall elect to supply any such utilities, Tenant agrees to purchase the same from Landlord, provided the rate does not exceed the rate which Tenant would be required to pay to the utility company furnishing the same to the said development. In no event shall Landlord be liable to Tenant in damages or otherwise for any interruption, curtailment or suspension of any utility services, nor shall tenant be entitled to any abatement or rent by reason of the same.

ARTICLE VI

Use of Premises

Section 1. It is understood, and the Tenant so agrees, that the demised premises during the term of this lease shall be used and occupied by the Tenant only for the operation of a full service liquor store for the sale of liquor for off premises consumption with related services. No other use or uses of the leased premises shall be permitted without Landlords consent, which consent shall not be unreasonably withheld.

ARTICLE VII

Indemnity and Public Liability Insurance

Section 1. Tenant agrees to indemnify and save harmless the Landlord, its officers, directors, employees, contractors, guests, invitees and agents from and against all claims of whatever nature arising from any act, omission or negligence of the Tenant, or Tenant's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person occurring during the term hereof in or about the demised premises, the Building, or arising from any accident, injury or damage occurring outside of the demised premises but within the Building, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of Tenant or Tenant's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

Section 2. Tenant agrees to maintain in full force during the term hereof a General Liability Insurance policy with public liability and property damage insurance under which the Landlord (and such other persons as are in privity of estate with Landlord as may be set out in notice from time to time) and Tenant are named as insureds, and under which the insurer agrees to indemnify and hold Landlord harmless from and against all costs, expense and/or liability arising out of or based upon any and all claims, accidents, injuries, and damages mentioned in Section 1 of this Article VII. Each such policy shall be noncancelable with respect to the Landlord and Landlord's said designees without at least thirty (30) days' prior written notice to landlord, and a duplicate original or certificate thereof shall be delivered to Landlord. The minimum limits of liability of such insurance shall be \$1,000,000 per occurrence.

Section 3. Tenant agrees to use and occupy the demised premises, and to use such other portions of the Building as it is herein given the right to use, at its own risk; and that Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of Tenant.

Section 4. Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the demised premises hereunder or the Building, or otherwise, or for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, or its or their property, from the bursting, stopping or leaking of water, gas, sewer or steam pipes.

Section 5. Tenant shall require any and all contractors performing work at the demised premises to have liability insurance with a combined single limit of not less than Five Hundred (\$500,000.00) Dollars and worker's compensation insurance with such limits as are then required by statute. Tenant agrees to defend, indemnify and hold harmless Landlord, its officers, directors,

employees, contractors, guests, invitees and agents, from and against any and all claims, actions or damages resulting from the act or neglect of Tenant, its agents, employees or contractors, in the performance of any work upon or within the demised premises.

ARTICLE VIII

Insurance

Section 1. Landlord shall cause the demised premises to be insured against loss or damage by fire, with extended coverage endorsements and such other insurance and endorsements, and in such amounts as required by the first mortgagee covering the demised premises shall require.

Section 2. Tenant also agrees that it shall keep its fixtures, merchandise and equipment insured against loss or damage by fire with the usual extended coverage endorsements. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

Section 3. Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the Commonwealth of Massachusetts (even though an extra premium may result there from): Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof.

ARTICLE IX

Damage Clause

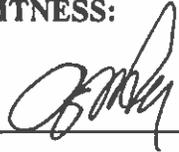
Section 1. In case during the term hereof the demised premises shall be partially damaged (as distinguished from "substantially damaged", as the term is hereinafter defined) by fire or other casualty, Landlord shall forthwith proceed to repair such damage and restore the demises premises, or so much thereof as was originally constructed by Landlord, to substantially their condition at the time of such damage; provided, however, that Landlord's obligation to repair and restore as herein provided shall be limited to such repair and restoration as can be paid for in full by insurance proceeds actually recovered by Landlord and made available by any mortgagees, and after deducting the costs and expenses, including attorneys' fees, of settling with the insurer, and, provided further, that Landlord shall not be responsible for any delays which may result from any cause beyond Landlord's reasonable control.

Section 2. In case during the term hereof the demised premises shall be substantially damaged or destroyed by fire or other casualty, either party may, at its option, give written notice to the other party of its election to terminate this lease.

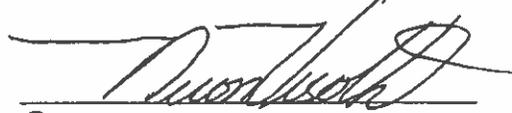
Section 3. The terms "substantially damaged" and "substantial damage", as used in this Article IX shall have reference to damage of such a character as cannot reasonably be expected to be repaired or the demised premises restored within ninety (90) days from the time that such repair or restoration work would be commenced.

WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which counterpart shall be deemed to be an original for all purposes as of the day and year first above written.

WITNESS:

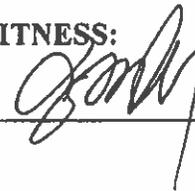


LANDLORD: Khlahann, LLC



By:

WITNESS:



TENANT:



By: Kanissa, Inc.

**COMMERCIAL TERM NON-REVOLVING CONSTRUCTION
PROMISSORY NOTE**

\$2,676,470.00

Chelmsford, Massachusetts
December 10, 2024

FOR VALUE RECEIVED, the undersigned, **KHLAHANN, LLC**, a Massachusetts limited liability company (hereinafter called the "Borrower") with a notice address of 133 Princeton Street, North Chelmsford, MA 01863 promises to pay to **THE LOWELL FIVE CENT SAVINGS BANK**, a Massachusetts savings bank with a usual place of business at 30 International Place, Tewksbury, Massachusetts 01876 (hereinafter called the "Bank"), or order, at said Bank, the outstanding principal balance then owed on account of a loan made pursuant to a certain Second Mortgage Commercial Term Non-Revolution Construction to Permanent Loan Agreement of even date between the Borrower and the Bank in the amount of **\$2,676,470.00**, together with interest thereon as set forth below (calculated daily by multiplying the product of the principal balance outstanding and the interest rate in effect for the period in question by a fraction, the numerator of which is the number of days during such period and the denominator of which is 360), due and payable as follows:

- (i) Consecutive monthly payments of interest only, in arrears, on all principal advances commencing on January 10 2025, and on the same date of each month thereafter until December 10, 2025 (the "Maturity Date"). During the Interest Only Period, interest shall accrue and be payable by the Borrower each month as billed by the Bank based on an Interest Rate of **7.75% per annum**.
- (ii) All outstanding principal and any then unpaid interest thereon shall be paid on the earlier to occur of: (a) the Maturity Date or (b) an Event of Default (as defined hereinbelow).

Advances shall be made by the Bank to the Borrower from time to time on an "As Complete" basis subject to satisfactory inspection by a Bank approved third-party inspector at the Borrower's expense.

SECTION 1. PAYMENT TERMS.

1.1 PAYMENTS; PREPAYMENTS. All payments hereunder shall be made by the Borrower to the Bank in United States currency at the Bank's address specified above (or at such other branch location as the Bank may operate), on or before 2:00 p.m. on the due date thereof. Payments received by the Bank prior to the occurrence of an Event of Default will be applied first to fees, expenses and other amounts due hereunder (excluding principal and interest); second, to accrued interest; and third to outstanding principal; after the occurrence of an Event of Default payments will be applied to the Obligations under this Note as the Bank determines in its sole discretion. The Borrower may pay all or a portion of the amount owed earlier than it is due

at any time subject to the payment of the premium provided for in the following paragraph. If this Note is payable in installments, prepayments shall be applied to installments of principal in the inverse order of the date on which they become due. Amounts prepaid may not be reborrowed.

1.2 PREPAYMENT CHARGE. NONE.

1.3 DEFAULT RATE. To the extent permitted by applicable law, upon and after the occurrence of an Event of Default (whether or not the Bank has accelerated payment of this Note), or in the event of a failure to pay the entire balance due hereunder at the Maturity Date, interest on principal and overdue interest shall, at the option of the Bank, be payable on demand at a rate per annum (the "Default Rate") equal to 18.00% per annum.

1.4 LATE PAYMENT. Without limitation of the foregoing Section 1.3, if a payment of principal or interest hereunder is not made in or within 10 days of its due date, the Borrower will pay on demand a late payment charge equal to 5.00% of the amount of such payment. Nothing in the preceding sentence shall affect the Bank's right to accelerate the maturity of this Note in the event of any default in the payment of this Note.

1.5 OPERATING AND DEPOSIT ACCOUNTS. The Borrower shall maintain with the Bank its operating and demand deposit accounts. The Borrower requests and authorizes the Bank to debit any such account in an amount equal to the amount of principal, interest, fees, charges or expenses due and payable under the terms of this Note on each date such amounts become due and payable. The Borrower shall maintain sufficient collected balances in such account(s) to pay any such amounts as they become due.

SECTION 2. DEFAULTS AND REMEDIES.

2.1 DEFAULT. The occurrence of any of the following events or conditions shall constitute an "Event of Default" hereunder:

- (a) failure by the Borrower to pay regularly scheduled periodic installments of principal or interest in or within 10 days of the date when due under this Note or due under any mortgage securing this Note or due under any other Obligation including without limitation the Commercial Promissory Note of \$3,823,530.00 of even date herewith or any of its related loan documents; or
- (b) the occurrence of any one or more of the Events of Default enumerated in that certain First Mortgage Construction Loan Agreement even date from the Borrower to the Bank, the terms of which are expressly incorporated herein by reference and made an integral part hereof.

2.2 REMEDIES. Upon the occurrence of an Event of Default, or at any time thereafter, at the option of the Bank, all Obligations of the Borrower shall become immediately due and payable without notice or demand and, if the Obligations are secured, the Bank shall then have in any jurisdiction where enforcement hereof is sought, in addition to all other rights and remedies provided by agreement or at law or in equity, the rights and remedies of a secured party under the Uniform Commercial Code of Massachusetts. All rights and remedies of the Bank are cumulative and in addition to any rights or remedies provided by law or any other agreement and may be exercised separately or concurrently.

SECTION 3. DEFINITIONS.

"Obligation" means any obligation hereunder or otherwise of any Obligor to the Bank or to any of its subsidiaries or affiliates, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising; and

"Obligor" means any Borrower, any guarantor, endorser, or any other person primarily or secondarily liable hereunder or in respect hereof, including any person or entity who has pledged or granted to the Bank a security interest or other lien in property on behalf of the Borrower to constitute collateral for the Obligations.

SECTION 4. MISCELLANEOUS.

4.1 WAIVER; AMENDMENT. No delay or omission on the part of the Bank in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. No waiver of any right or amendment hereto shall be effective unless in writing and signed by the Bank nor shall a waiver on one occasion be construed as a bar to or waiver of any such right on any future occasion. Without limiting the generality of the foregoing, the acceptance by the Bank of any late payment shall not be deemed to be a waiver of the Event of Default arising as a consequence thereof. Each Obligor waives presentment, demand, notice, protest, and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note or of any collateral for the Obligations, and assents to any extensions or postponements of the time of payment or any and all other indulgences under this Note or with respect to any such collateral, to any and all substitutions, exchanges or releases of any such collateral, or to any and all additions or releases of any other parties or persons primarily or secondarily liable hereunder, which from time to time may be granted by the Bank in connection herewith regardless of the number or period of any extensions.

4.2 SECURITY; SET-OFF. The Borrower grants to the Bank, as security for the full and punctual payment and performance of the Obligations, a continuing lien on and security interest in all securities or other property belonging to the Borrower now or hereafter held by the Bank and in all deposits (general or special, time or demand, provisional or final) and other sums credited by or due from the Bank to the Borrower or subject to withdrawal by the Borrower; and regardless of the adequacy of any collateral or other means of obtaining repayment of the

Obligations, the Bank is hereby authorized at any time and from time to time, without notice to the Borrower (any such notice being expressly waived by the Borrower) and to the fullest extent permitted by law, to set off and apply such deposits and other sums against the Obligations of the Borrower, whether or not the Bank shall have made any demand under this Note and although such Obligations may be contingent or unmatured.

4.3 EXPENSES. The Borrower will pay on demand all expenses of the Bank in connection with the preparation, administration, default, collection or enforcement of this Note or any collateral for the Obligations, or any waiver or amendment of any provision of any of the foregoing, including, without limitation, attorneys' fees of outside legal counsel, and including without limitation any fees or expenses associated with any travel or other costs relating to any appraisals, examinations, administration of the Obligations or any collateral therefor, and the amount of all such expenses shall, until paid, bear interest at the rate applicable to principal hereunder (including any default rate) and be an Obligation secured by any such collateral.

4.4 BANK RECORDS. The entries on the records of the Bank (including any appearing on this Note) shall be prima facie evidence of the aggregate principal amount outstanding under this Note and interest accrued thereon.

4.5 FINANCIAL INFORMATION. The Borrower shall furnish the Bank from time to time with such financial statements and other information relating to any Obligor or any collateral securing this Note as the Bank may require. Without limiting the generality of the foregoing if this Note is secured by a mortgage, such information shall include a rent roll with respect to the property mortgaged, certified by the Borrower to be complete and accurate, copies of all leases of such property and such financial and other information concerning lessees under such leases as the Bank shall require. Financial information about the Borrower furnished to the Bank shall be true and correct and fairly represent the financial condition of the Borrower as of the date(s) furnished and the operating results of the Borrower for the periods for which the same are furnished. The Borrower shall permit representatives of the Bank to inspect its properties and its books and records, and to make copies or abstracts thereof.

4.6 GOVERNING LAW; CONSENT TO JURISDICTION. This Note is intended to take effect as a sealed instrument and shall be governed by, and construed in accordance with, the laws of The Commonwealth of Massachusetts, without regard to its conflicts of laws rules. The Borrower agrees that any suit for the enforcement of this Note may be brought in the courts of The Commonwealth of Massachusetts or any Federal Court sitting in such Commonwealth and consents to the non-exclusive jurisdiction of each such court and to service of process in any such suit being made upon the Borrower by mail at the address specified below. The Borrower hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit was brought in an inconvenient court.

4.7 SEVERABILITY; AUTHORIZATION TO COMPLETE; PARAGRAPH HEADINGS. If any provision of this Note shall be invalid, illegal or unenforceable, such provisions shall be severable from the remainder of this Note and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

The Bank is hereby authorized, without further notice, to complete any blank spaces on this Note, and to date this Note as of the date funds are first advanced hereunder. Paragraph headings are for the convenience of reference only and are not a part of this Note and shall not affect its interpretation.

4.8 **JURY WAIVER.** THE BANK (BY ITS ACCEPTANCE OF THIS NOTE) AND THE BORROWER AGREE THAT NEITHER OF THEM, INCLUDING ANY ASSIGNEE OR SUCCESSOR SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS NOTE, ANY RELATED INSTRUMENTS, ANY COLLATERAL OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG ANY OF THEM. NEITHER THE BANK NOR THE BORROWER SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE BANK AND THE BORROWER, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER THE BANK NOR THE BORROWER HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

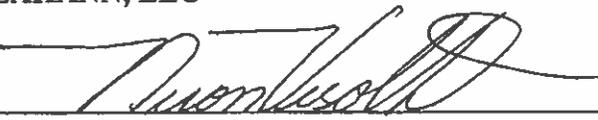
4.9 **VENUE.** THE BANK AND THE BORROWER FURTHER AGREE TO THE JURISDICTION OF THE SUPERIOR COURTS FOR THE COUNTIES OF MIDDLESEX OR SUFFOLK WITHIN THE COMMONWEALTH OF MASSACHUSETTS INCLUDING, WITHOUT LIMITATION, THE BUSINESS LITIGATION SESSION OF THE SUPERIOR COURT FOR THE COMMONWEALTH OF MASSACHUSETTS.

THIS NOTE IS SECURED BY, AMONG OTHER THINGS, A SECOND MORTGAGE ON THE LAND, BUILDINGS AND IMPROVEMENTS LOCATED AT 133 PRINCETON STREET, NORTH CHELMSFORD, MASSACHUSETTS.

Signed in the presence of:



KHLAHANN, LLC

By: 

Visoth Nuon, Manager

**COMMERCIAL TERM NON-REVOLVING CONSTRUCTION TO
PERMANENT PROMISSORY NOTE**

\$3,823,530.00

Chelmsford, Massachusetts
December 10, 2024

FOR VALUE RECEIVED, the undersigned, **KHLAHANN, LLC**, a Massachusetts limited liability company (hereinafter called the "Borrower") with a notice address of 133 Princeton Street, North Chelmsford, MA 01863 promises to pay to **THE LOWELL FIVE CENT SAVINGS BANK**, a Massachusetts savings bank with a usual place of business at 30 International Place, Tewksbury, Massachusetts 01876 (hereinafter called the "Bank"), or order, at said Bank, the outstanding principal balance then owed on account of a loan made pursuant to a certain First Mortgage Commercial Term Non-Revolution Construction to Permanent Loan Agreement of even date between the Borrower and the Bank in the amount of **\$3,823,530.00**, together with interest thereon as set forth below (calculated daily by multiplying the product of the principal balance outstanding and the interest rate in effect for the period in question by a fraction, the numerator of which is the number of days during such period and the denominator of which is 360), due and payable as follows:

- (i) Consecutive monthly payments of interest only, in arrears, on all principal advances commencing on January 10, 2025, and on the same date of each month thereafter until the end of the Interest Only Period. The Interest Only Period shall end on December 10, 2025. During the Interest Only Period, interest shall accrue and be payable by the Borrower each month as billed by the Bank based on an Interest Rate of 7.50% per annum.
- (ii) Commencing as of the end of the Interest Only Period, the availability for further advances of principal to the Borrower shall cease. At that time, the Borrower shall commence making two hundred eighty-eight (288) consecutive monthly payments of principal and interest, on a direct reduction mortgage-style basis, which payments shall be computed by the Bank based upon a twenty-four (24) year direct reduction mortgage-style amortization.
- (iii) Upon the commencement of Borrower's monthly principal and interest amortization payments, the rate of interest shall be converted to 7.00% per annum for a period through December 10, 2029 (the "Rate Adjustment Date").
- (iv) Commencing on December 10, 2029 and on the same day for each five (5) year period thereafter (each being a "Rate Adjustment Date"), the Interest Rate shall be adjusted to the then current Federal Home Loan Bank Boston Classic Advance Five Year Rate (the "Index") plus 2.50% (the "Margin")(collectively, the "Interest Rate") and shall be fixed for the next sixty (60) consecutive monthly payments until the next Rate Adjustment Date.

- (v) On each Rate Adjustment Date, the Borrower shall remit payments of principal and interest based upon the remaining term of the original 24-year amortization schedule.
- (vi) A final payment equal to the full unpaid principal balance and all unpaid interest shall be due and payable on December 10, 2049 (the "Maturity Date").

If at any time while this Note remains outstanding, the Index is no longer available, the Bank may select a new index which is based upon comparable information.

NOTWITHSTANDING THE FOREGOING, THE FLOOR OR MINIMUM INTEREST RATE IN EFFECT AS OF THE FIRST RATE ADJUSTMENT AND FOR THE REMAINING TERM OF THIS NOTE SHALL NEVER BE LESS THAN 6.50% PER ANNUM.

ADVANCES SHALL BE MADE BY THE BANK TO THE BORROWER FROM TIME TO TIME ON AN "AS COMPLETE" BASIS SUBJECT TO SATISFACTORY INSPECTION BY A BANK APPROVED THIRD-PARTY INSPECTOR AT THE BORROWER'S EXPENSE.

SECTION 1. PAYMENT TERMS.

1.1 PAYMENTS; PREPAYMENTS. All payments hereunder shall be made by the Borrower to the Bank in United States currency at the Bank's address specified above (or at such other branch location as the Bank may operate), on or before 2:00 p.m. on the due date thereof. Payments received by the Bank prior to the occurrence of an Event of Default will be applied first to fees, expenses and other amounts due hereunder (excluding principal and interest); second, to accrued interest; and third to outstanding principal; after the occurrence of an Event of Default payments will be applied to the Obligations under this Note as the Bank determines in its sole discretion. The Borrower may pay all or a portion of the amount owed earlier than it is due at any time subject to the payment of the premium provided for in the following paragraph. If this Note is payable in installments, prepayments shall be applied to installments of principal in the inverse order of the date on which they become due. Amounts prepaid may not be reborrowed.

1.2 PREPAYMENT CHARGE. The unpaid principal balance hereunder may be prepaid in whole or part at any time, provided that the Bank shall be entitled to a prepayment premium based on the following schedule:

- (i) 5.00% of the sums prepaid if prepaid during the first year of the term of this Note;
- (ii) 4.00% of the sums prepaid if prepaid during the second year of the term of this Note;

- (iii) 3.00% of the sums prepaid if prepaid during the third year of the term of this Note;
- (iv) 2.00% of the sums prepaid if prepaid during the fourth year of the term of this Note; and
- (v) 1.00% of the sums prepaid if prepaid during the fifth year of the term of this Note;

1.3 DEFAULT RATE. To the extent permitted by applicable law, upon and after the occurrence of an Event of Default (whether or not the Bank has accelerated payment of this Note), or in the event of a failure to pay the entire balance due hereunder at the Maturity Date, interest on principal and overdue interest shall, at the option of the Bank, be payable on demand at a rate per annum (the "Default Rate") equal to 18.00% per annum.

1.4 LATE PAYMENT. Without limitation of the foregoing Section 1.3, if a payment of principal or interest hereunder is not made in or within 10 days of its due date, the Borrower will pay on demand a late payment charge equal to 5.00% of the amount of such payment. Nothing in the preceding sentence shall affect the Bank's right to accelerate the maturity of this Note in the event of any default in the payment of this Note.

1.5 OPERATING AND DEPOSIT ACCOUNTS. The Borrower shall maintain with the Bank its operating and demand deposit accounts. The Borrower requests and authorizes the Bank to debit any such account in an amount equal to the amount of principal, interest, fees, charges or expenses due and payable under the terms of this Note on each date such amounts become due and payable. The Borrower shall maintain sufficient collected balances in such account(s) to pay any such amounts as they become due.

SECTION 2. DEFAULTS AND REMEDIES.

2.1 DEFAULT. The occurrence of any of the following events or conditions shall constitute an "Event of Default" hereunder:

- (a) failure by the Borrower to pay regularly scheduled periodic installments of principal or interest in or within 10 days of the date when due under this Note or due under any mortgage securing this Note or due under any other Obligation; or
- (b) the occurrence of any one or more of the Events of Default enumerated in that certain First Mortgage Construction to Permanent Loan Agreement even date from the Borrower to the Bank, the terms of which are expressly incorporated herein by reference and made an integral part hereof or the Second Mortgage Loan Agreement of even date.

2.2 REMEDIES. Upon the occurrence of an Event of Default, or at any time thereafter, at the option of the Bank, all Obligations of the Borrower shall become immediately

due and payable without notice or demand and, if the Obligations are secured, the Bank shall then have in any jurisdiction where enforcement hereof is sought, in addition to all other rights and remedies provided by agreement or at law or in equity, the rights and remedies of a secured party under the Uniform Commercial Code of Massachusetts. All rights and remedies of the Bank are cumulative and in addition to any rights or remedies provided by law or any other agreement and may be exercised separately or concurrently.

SECTION 3. DEFINITIONS.

"Obligation" means any obligation hereunder or otherwise of any Obligor to the Bank or to any of its subsidiaries or affiliates, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising; and

"Obligor" means any Borrower, any guarantor, endorser, or any other person primarily or secondarily liable hereunder or in respect hereof, including any person or entity who has pledged or granted to the Bank a security interest or other lien in property on behalf of the Borrower to constitute collateral for the Obligations.

SECTION 4. MISCELLANEOUS.

4.1 WAIVER; AMENDMENT. No delay or omission on the part of the Bank in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. No waiver of any right or amendment hereto shall be effective unless in writing and signed by the Bank nor shall a waiver on one occasion be construed as a bar to or waiver of any such right on any future occasion. Without limiting the generality of the foregoing, the acceptance by the Bank of any late payment shall not be deemed to be a waiver of the Event of Default arising as a consequence thereof. Each Obligor waives presentment, demand, notice, protest, and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note or of any collateral for the Obligations, and assents to any extensions or postponements of the time of payment or any and all other indulgences under this Note or with respect to any such collateral, to any and all substitutions, exchanges or releases of any such collateral, or to any and all additions or releases of any other parties or persons primarily or secondarily liable hereunder, which from time to time may be granted by the Bank in connection herewith regardless of the number or period of any extensions.

4.2 SECURITY; SET-OFF. The Borrower grants to the Bank, as security for the full and punctual payment and performance of the Obligations, a continuing lien on and security interest in all securities or other property belonging to the Borrower now or hereafter held by the Bank and in all deposits (general or special, time or demand, provisional or final) and other sums credited by or due from the Bank to the Borrower or subject to withdrawal by the Borrower; and regardless of the adequacy of any collateral or other means of obtaining repayment of the Obligations, the Bank is hereby authorized at any time and from time to time, without notice to the Borrower (any such notice being expressly waived by the Borrower) and to the fullest extent

permitted by law, to set off and apply such deposits and other sums against the Obligations of the Borrower, whether or not the Bank shall have made any demand under this Note and although such Obligations may be contingent or unmatured.

4.3 EXPENSES. The Borrower will pay on demand all expenses of the Bank in connection with the preparation, administration, default, collection or enforcement of this Note or any collateral for the Obligations, or any waiver or amendment of any provision of any of the foregoing, including, without limitation, attorneys' fees of outside legal counsel, and including without limitation any fees or expenses associated with any travel or other costs relating to any appraisals, examinations, administration of the Obligations or any collateral therefor, and the amount of all such expenses shall, until paid, bear interest at the rate applicable to principal hereunder (including any default rate) and be an Obligation secured by any such collateral.

4.4 BANK RECORDS. The entries on the records of the Bank (including any appearing on this Note) shall be prima facie evidence of the aggregate principal amount outstanding under this Note and interest accrued thereon.

4.5 FINANCIAL INFORMATION. The Borrower shall furnish the Bank from time to time with such financial statements and other information relating to any Obligor or any collateral securing this Note as the Bank may require. Without limiting the generality of the foregoing if this Note is secured by a mortgage, such information shall include a rent roll with respect to the property mortgaged, certified by the Borrower to be complete and accurate, copies of all leases of such property and such financial and other information concerning lessees under such leases as the Bank shall require. Financial information about the Borrower furnished to the Bank shall be true and correct and fairly represent the financial condition of the Borrower as of the date(s) furnished and the operating results of the Borrower for the periods for which the same are furnished. The Borrower shall permit representatives of the Bank to inspect its properties and its books and records, and to make copies or abstracts thereof.

4.6 GOVERNING LAW; CONSENT TO JURISDICTION. This Note is intended to take effect as a sealed instrument and shall be governed by, and construed in accordance with, the laws of The Commonwealth of Massachusetts, without regard to its conflicts of laws rules. The Borrower agrees that any suit for the enforcement of this Note may be brought in the courts of The Commonwealth of Massachusetts or any Federal Court sitting in such Commonwealth and consents to the non-exclusive jurisdiction of each such court and to service of process in any such suit being made upon the Borrower by mail at the address specified below. The Borrower hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit was brought in an inconvenient court.

4.7 SEVERABILITY; AUTHORIZATION TO COMPLETE; PARAGRAPH HEADINGS. If any provision of this Note shall be invalid, illegal or unenforceable, such provisions shall be severable from the remainder of this Note and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Bank is hereby authorized, without further notice, to complete any blank spaces on this Note, and to date this Note as of the date funds are first advanced hereunder. Paragraph headings

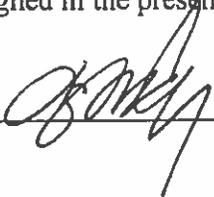
are for the convenience of reference only and are not a part of this Note and shall not affect its interpretation.

4.8 **JURY WAIVER.** THE BANK (BY ITS ACCEPTANCE OF THIS NOTE) AND THE BORROWER AGREE THAT NEITHER OF THEM, INCLUDING ANY ASSIGNEE OR SUCCESSOR SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS NOTE, ANY RELATED INSTRUMENTS, ANY COLLATERAL OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG ANY OF THEM. NEITHER THE BANK NOR THE BORROWER SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE BANK AND THE BORROWER, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER THE BANK NOR THE BORROWER HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

4.9 **VENUE.** THE BANK AND THE BORROWER FURTHER AGREE TO THE JURISDICTION OF THE SUPERIOR COURTS FOR THE COUNTIES OF MIDDLESEX OR SUFFOLK WITHIN THE COMMONWEALTH OF MASSACHUSETTS INCLUDING, WITHOUT LIMITATION, THE BUSINESS LITIGATION SESSION OF THE SUPERIOR COURT FOR THE COMMONWEALTH OF MASSACHUSETTS.

THIS NOTE IS SECURED BY, AMONG OTHER THINGS, A FIRST MORTGAGE ON THE LAND, BUILDINGS AND IMPROVEMENTS LOCATED AT 133 PRINCETON STREET, NORTH CHELMSFORD, MASSACHUSETTS.

Signed in the presence of:



A handwritten signature in black ink, appearing to be a cursive name, positioned above a horizontal line.

KHLAHANN, LLC

By: 
Visoth Nuon, Manager

Middlesex North Registry of Deeds

Electronically Recorded Document

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Recording Information

Document Number	: 325055
Document Type	: MTG
Registered Date	: December 10, 2024
Registered Time	: 12:05:01 PM
Noted on Certificate	: 45894
Land Court Book and Page	: 00232 / 127
Number of Pages(including cover sheet)	: 18
Receipt Number	: 1042937
Recording Fee	: \$205.00

Middlesex North Registry of Deeds
Richard P. Howe Jr., Register
360 Gorham Street
Lowell, Massachusetts 01852
978/322-9000
www.lowelldeeds.com

**FIRST MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
AND SECURITY AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT KHLAHANN, LLC, a Massachusetts limited liability company with a notice address of 133 Princeton Street, North Chelmsford, MA 01863, hereinafter called the Mortgagor, for consideration paid, grants to **THE LOWELL FIVE CENT SAVINGS BANK**, a Massachusetts banking corporation organized and existing under the Laws of the Commonwealth of Massachusetts, having an office for business at 30 International Place, Tewksbury, Massachusetts 01876, hereinafter called the Mortgagee, with **MORTGAGE COVENANTS** to secure the performance of all obligations of the Mortgagor as provided in a certain Commercial Term Promissory Note in the original principal amount of **\$3,823,530.00** with interest thereon dated as of December 10, 2024 (the "Note") and also to secure the payment and/or performance of any and all other covenants and agreements herein contained or contained in any other agreement, instrument, or document executed by Mortgagor in connection herewith and any amendment, extension, or renewal thereof (collectively with the Note, this Mortgage and all other loan documents of even date, the "Loan Documents") as well as to secure payment or performance of any and all other debts, liabilities, obligations or agreements whatsoever of and by the Mortgagor to or for the benefit of the Mortgagee, now existing or hereafter arising, absolute, contingent, direct or indirect, now due or to become due, until the debt and obligations secured hereby have been paid and satisfied in full (collectively, the "Obligations"):

The land and improvements thereon known as 133 Princeton Street, North Chelmsford, Massachusetts as described in Exhibit "A" attached hereto prior to the execution of this instrument and made a part hereof by specific reference and all rights, easements, and appurtenances now or hereafter thereto belonging (the "Real Property"), and all fixtures of Mortgagor now or hereafter attached to the property including without limitation the following: portable and sectional buildings, elevators and elevator machinery, heating apparatus, ovens, refrigerators, motors, plumbing fixtures, gas and electric fixtures, fire-extinguishing systems, shades, screens, blinds, pipes, boilers, tanks, screen doors, awnings, storm doors and windows, dishwashers, garbage incinerators and receptacles, washing machines, dryers, television antennas, air conditioners, attached floor coverings, trees, hardy shrubs, and perennial flowers, and all other fixtures now or hereafter placed on the Land (hereinafter collectively the "Personal Property").

Also, the Mortgagor hereby grants to the Mortgagee a security interest in all Mortgagor's Personal Property now or hereafter placed on the Real Property, or used in connection therewith, the replacements thereto and substitutions therefor and the proceeds therefrom excluding, however, those items which can be classified as "consumer goods" (as defined in the Uniform Commercial Code) and agrees to execute, on demand of the Mortgagee, all instruments necessary to perfect or continue such security interest, and upon any Event of Default hereunder

and the expiration of any applicable cure period , the Mortgagor hereby grants to the Mortgagee full power and authority as attorney irrevocable of the Mortgagor to execute, deliver, and record and/or file such instruments.

The Mortgagor covenants and agrees that none of the aforesaid which are or may be used as appurtenances of the buildings on the Real Property are subject to any conditional sales or security agreements and in case there be any such at any time now or hereafter, the Mortgagor, or those claiming under him, will make all payments under such agreements or sales as and when due and payable, and all rights thereunder shall inure to the benefit of the Holder hereof, including the right to complete payments upon any Event of Default and receive title to the same.

The Mortgagor covenants and agrees that, as of the execution hereof and upon subsequent acquisition of such articles, fixtures, and equipment now or hereafter used in the operation of the Real Property, the Mortgagor shall:

(i) execute and deliver to the Mortgagee, in form appropriate for recording and filing, a first security agreement and financing statements on all such articles, fixtures, and equipment; and

(ii) provide to the Mortgagee such other assurances as may be required by the Mortgagee to establish the Mortgagee's first security interest in such articles, fixtures, and equipment; and

(iii) execute, deliver, and cause to be recorded and filed from time to time, without notice or demand, and at the Mortgagor's sole cost and expense, continuances and such other instruments as will maintain the Mortgagee's priority of security in such articles, fixtures, and equipment.

The Mortgagor hereby appoints the Mortgagee as irrevocable attorney-in- fact, coupled with an interest, and given as security, to execute, acknowledge and deliver all such instruments and the like on behalf of the Mortgagor which the Mortgagor fails or refuses to do.

The Mortgagor agrees that the Mortgagee, in addition to all other rights and remedies hereunder, shall have all rights and remedies of a secured party under the Massachusetts Uniform Commercial Code. This Mortgage is intended to be a security agreement with respect to the Personal Property.

Also, the Mortgagor hereby grants, transfers, and assigns to the Mortgagee, with mortgage covenants, as additional security for the Note and other obligations as set forth above, all rents, royalties, , tax abatements, or other benefits arising from the use or enjoyment of all or any portion of the Mortgaged Premises ("Revenues"); all leases or licenses to use all or any part of the Mortgaged Premises, written or oral, now or hereafter entered into by the Mortgagor as lessor, or assigned to the Mortgagor of even date, including without limitation, security deposits

and the rights on the happening of any Event of Default hereunder (but not otherwise) to receive and collect the rents thereunder; all guaranties of said leases; all proceeds of the foregoing (collectively, the "Leases"); all permits, approvals, consents, and licenses to construct, improve, use, own, and enjoy, and all contracts and agreements relating to the ownership, sale, construction, use, operation, and enjoyment of the Real Property, the Personal Property, the Revenues, and the Leases ("Permits and Contracts"). This assignment is an absolute assignment of the Revenues and Leases from Mortgagor to Mortgagee, provided, however, that so long as there shall be no default under this Mortgage or any of the Loan Documents, beyond applicable grace periods, Mortgagor shall have an exclusive license to operate the Mortgaged Premises and to collect the Revenues and retain, use, and enjoy the same, provided, however, that the Revenues shall be received in trust to be used to satisfy obligations under the Loan Documents, including, without limitation, payment of amounts due on the Note, taxes, insurance, and operating expenses of the Mortgaged Premises before being used for any other purpose.

Said Real Property, Personal Property, Leases, Revenues, Permits and Contracts are hereinafter collectively referred to as the "Mortgaged Premises."

A. The Mortgagor represents and warrants that the following statements are true and correct on the date hereof and covenants and agrees that the same shall remain true and correct until the debt and obligations secured hereby are paid and satisfied in full:

1. Authority; Title: That the Mortgagor is lawfully seized in fee simple of the Mortgaged Premises and has good right, full power, and lawful authority to mortgage and grant a security interest in the same manner as aforesaid; that the Mortgaged Premises is free and clear of all liens, encumbrances and restrictions except as set forth on the title policy provided to Lender to insure this Mortgage and that the Mortgagor will make any further assurances of title that the Mortgagee may require.

2. Accuracy of Loan Application: The information contained in the Mortgagor's application for the loan evidenced by the Note was true and correct as of the date given, and as of the date hereof, there has been no material change therein.

3. Commercial Purpose: The proceeds of the loans evidenced by the Note are to be used for commercial purposes.

4. Principal Residence: That, notwithstanding anything to the contrary herein or elsewhere contained or set forth, if all or a portion of the Mortgaged Premises is or is expected to be, or in the future becomes, the principal residence of the Mortgagor, and the extension of credit related to the Mortgaged Premises does not qualify under existing laws, rules or regulations, as an extension of credit for business or commercial purposes, such principal residence shall not be security for any obligation of the Mortgagor except for (a) the mortgage loan of even date secured hereby and the covenants of this Mortgage with respect thereto and (b) such loans or advances, if any, now existing or hereafter made to the Mortgagor which are not

extensions of "Consumer Credit" within the purview of Massachusetts General Laws, Chapter 140D or the Consumer Credit Protection Act (Public Law 90-321, 82 Stat. 146 et seq.) as the same may be from time to time amended. The Mortgagor and Mortgagee may, insofar as permitted by applicable law, modify or waive the terms and provisions of the preceding sentence only by an instrument in writing signed by both parties which makes specific reference to this Mortgage and the clause being modified. Nothing contained in the preceding two sentences shall impair the right of the Mortgagee upon any Event of Default by the Mortgagor on any obligation whatsoever, from bringing legal proceedings, in law or at equity, in which an attachment of, or levy on, the principal residence of the Mortgagor may be made.

5. Leases: That each of the Leases now or hereafter in effect is and shall be a valid lease and that there are and shall be no material defaults by any party beyond any notice and cure period; no rent reserved in the Leases has been assigned, waived, released, discounted, or otherwise discharged; nor has rent been anticipated except for security deposits and last month's rent taken in the usual course of business.

B. The Mortgagor hereby covenants and agrees as follows:

1. The Note, Mortgage, and Loan Documents: To pay the principal, interest, penalties, and other charges set forth in the Note and to perform all of the covenants and agreements contained in the Note, the Mortgage, and all other Loan Documents and obligations contained therein.

2. Impositions: To pay all taxes, charges for water, sewer and other municipal services, and assessments, whether or not assessed against the Mortgagor, if applicable or related in any way to the Mortgaged Premises, or any interest of the Mortgagor, the Mortgagee, or any other person or organization therein, or the debt, obligations or performance secured hereby, or the disbursement or application of the proceeds therefrom ("Impositions"), excluding, however, any income or corporation excise tax of the Mortgagee; on the event of a default and expiration of any applicable cure period, to pay to the Mortgagee on each day that payments are required by the terms of the Note, in addition to the payments of principal and/or interest provided in the Note, a sum equal to such fraction of the real estate taxes, charges and betterment assessments for each year as shall be estimated by the Mortgagee to be sufficient for the Mortgagee to provide in the aggregate a sum equal to said taxes, charges and assessments as and when they become due and payable; and, in addition, to pay to the Mortgagee any balance necessary to account in full for the amount of said taxes, charges and assessments prior to the date when they become due and payable; it being understood and agreed that such sums may be commingled with the general assets of the Mortgagee, that the Mortgagee shall not be required to pay interest thereon or account for any profits resulting from its use thereof except as required by law and that said sums are held by the Mortgagee for payment on account of such taxes, charges and assessments and/or any other obligations of the Mortgagor hereunder; or, in case tax payments are required to be made to the Mortgagee, to forward to the Mortgagee real estate tax bills as soon as the same have been received by the Mortgagor.

3. Insurance: To insure and keep the Mortgaged Premises insured against fire, extended coverage, and such other hazards and casualties and all such other casualties and contingencies as the Mortgagee may from time to time require; to deposit, at the demand of the Mortgagee, all insurance policies or memoranda thereof with the Mortgagee forthwith after the binding of such insurance, and to deliver to the Mortgagee new policies or memoranda thereof for any insurance about to expire at least seven (7) days before such expiration, all such insurance to be first payable in case of loss to the Mortgagee and to be written by such companies, on such terms, in such form and for such periods and amounts as the Mortgagee shall from time to time designate or approve; provided that said insurance shall be in an amount not less than that necessary to comply with any co-insurance percentage stipulated in said policy or policies, and the Mortgagor hereby grants to the Mortgagee, upon the happening of any Event of Default hereunder, full power and authority as attorney irrevocable of the Mortgagor to cancel or transfer such insurance and to retain any premium or proceeds and to apply the same to the debt or obligations secured hereby.

4. Use and Care; Compliance with Law: To put, maintain and keep all and singular the Mortgaged Premises at all times in as good repair and condition as the same now are or hereafter may be put, ordinary wear and tear excepted but damage from casualty expressly not excepted, permitting and suffering no waste or strip of the same to occur, nor any release or threat of release of hazardous waste or materials on the Mortgaged Premises nor any violation of any law, by-law, ordinance, restriction, regulation, order or code affecting the Mortgaged Premises or the use thereof; not to remove or alter any of the improvements, equipment, appliances, furnishings and fixtures constituting part of the Mortgaged Premises without the prior written consent of the Mortgagee not to be unreasonably withheld, conditioned or delayed and expressly excluding any replacements, repairs and alterations made in the ordinary course of business; and not to permit any material alteration in the use, occupancy, or structural condition of the Mortgaged Premises without in each instance obtaining the prior written consent of the Mortgagee not to be unreasonably withheld, conditioned or delayed.

5. Inspection: To permit the Mortgagee, the Holder of the Note, or its representatives to examine the Mortgaged Premises at any reasonable time or to enter upon the Mortgaged Premises to make repairs as in the Mortgagee's judgment are necessary to preserve the security hereof.

6. Assignment of Leases: To occupy the entire Mortgaged Premises, or cause the same to be occupied by lessees (which term shall include licensees and concessionaires) and to deliver to the Mortgagee on demand any or all Leases of the Mortgaged Premises or any part thereof, or at the Mortgagee's election with respect to any Lease to confirm the assignments of Leases and Revenues contained in this Mortgage, such confirmation of assignment to be in form reasonably satisfactory to the Mortgagee, and the Mortgagor hereby grants the Mortgagee full power and authority as attorney irrevocable of the Mortgagor to make execute, acknowledge, deliver and record such confirmatory assignment; by virtue of the

assignment of Leases and Revenues contained in this Mortgage, after any Event of Default by the Mortgagor under this Mortgage (and not otherwise), the Mortgagee shall be entitled to modify and otherwise deal with all such Leases with the same power and discretion which the Mortgagee would have if it were the lessor thereof, and the Mortgagee shall be entitled to collect all of the Revenues for such Leases and to apply the same to the debt secured hereby, and after foreclosure, the Mortgagee shall not be liable to account to the Mortgagor for Revenues thereafter accruing; provided, however, that the Mortgagor may have and retain such Revenues until such Event of Default occurs; and the Mortgagee shall further have the right to subordinate this Mortgage and its rights hereunder to any Leases of the Mortgaged Premises now or hereafter in force and upon execution and recording of any instrument by the Mortgagee which purports to effect such subordination, this Mortgage shall be subordinate to the lease or leases referred to in such instrument with the same force and effect as if such lease or leases had been executed and delivered prior to the execution, delivery and recording of the this Mortgage.

7. Lease Obligations: To observe and perform all the obligations imposed upon the Mortgagor under any Leases of the Mortgaged Premises, and not to do or permit to be done anything which would impair the security of such Leases to the Mortgagee, nor to waive, cancel or change any material terms, conditions, or covenants of any of the Leases of the Mortgaged Premises or any part thereof without the prior written consent of the Mortgagee, nor to execute any Leases providing for payment of rent for more than one (1) month in advance, except for security deposits and last month's rent in the ordinary course of business nor to receive rent from all or any part of the Mortgaged Premises for more than one month in advance without the prior written consent of the Mortgagee, and any such advance rent in excess of one (1) month received shall be held by the Mortgagor in trust for the benefit of the Mortgagee. Mortgagor hereby agrees to indemnify and hold Mortgagee harmless (1) against and from any and all liability, loss, damage and expense, including reasonable attorneys' fees, which it may or shall incur under or in connection with any of the Leases or by reason of any action taken by Mortgagee under the Assignment (including without limitation any action which Mortgagee, in its discretion, may take to protect its interest in the Leases, Revenues and/or the Mortgaged Premises and including the making of advances and the entering into of any action or proceeding arising out of or connection with the Leases and Revenues) and (2) against and from any and all claims and demands whatsoever which may be asserted against Assignor by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants and conditions contained in any of the Leases but excepting from the indemnification hereunder loss caused by the gross negligence or willful misconduct of Mortgagee in bad faith.

8. Financial Reporting: To furnish the Mortgagee a true and complete statement of the annual operating expenses and income of the Mortgaged Premises and management prepared financial statements of the Mortgagor to be in form reasonably satisfactory to the Mortgagee as set forth in the Commercial Loan Agreements of even date herewith; and within thirty (30) days following the due date thereof, as extended, copies of the income tax returns of the Mortgagor;

9. Mortgage Taxes: That, in case the Mortgagee's loan on this Mortgage is not exempt from State tax, said Mortgagor shall on demand pay said Mortgagee the same percentage of the debt secured thereby as the Mortgagee shall from time to time be required to pay as such State tax; that if any law is hereafter passed by the United States or the Commonwealth of Massachusetts deducting from the value of Mortgaged Premises for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation or mortgages or debts secured by mortgage for Federal, State, or local purposes, or the manner of collection of any such taxes, so as to affect adversely and materially the rights of the Holder of this Mortgage notwithstanding compliance by the Mortgagor with all other provisions hereof, then the whole of the indebtedness hereby secured shall, at the election of the Mortgagee, become due and payable ninety (90) days after written notice to the Mortgagor requiring payment of the mortgage debt, and it is hereby agreed that if such notice be given, the said debt shall come due, payable, and collectible at the expiration of said ninety (90) days; provided, however, that such requirement of payment shall be ineffective if the Mortgagor is permitted by law to pay the whole of such tax in addition to all other payments hereunder, without any penalty thereby accruing to the Mortgagee, and if the Mortgagor does pay such tax prior to the date upon which payment is required by Mortgagee's said notice.

10. Casualty Loss, Eminent Domain: If the Mortgaged Premises or any part thereof shall be damaged or destroyed by fire or other hazard against which insurance is held, or if the Mortgaged Premises or any portion thereof shall be taken by eminent domain, no settlement on account of any loss or damage shall be made without the prior written consent of the Mortgagee, as its interests may appear, and any proceeds from insurance or damages for such taking, as the case may be, shall be paid to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the Mortgagor hereby irrevocably assigns the same to the Mortgagee. The Mortgagee, at its discretion, may either apply such proceeds against the debt secured hereby (in which case the Mortgagor's obligations hereunder to restore such damage to the Mortgaged Premises as may have been caused by such fire, or other hazard or taking, shall terminate), or release such portion of the proceeds to the Mortgagor as is necessary to restore the Mortgaged Premises to their prior condition insofar as is practicable upon such terms and conditions as the Mortgagee deems appropriate, and apply the balance thereof, if any, to the debt or obligations secured hereby; provided, however, that if any insurer of the Mortgaged Premises denies liability, the Mortgagor shall not be relieved of its obligations to restore the Mortgaged Premises.

11. Setoff: Upon the happening of any Event of Default hereunder, the Mortgagee may apply toward the debt and obligations secured hereby any deposit payment or any sum due from the Mortgagee to the Mortgagor without first enforcing any other rights of the Mortgagee against the Mortgagor, or against any endorser or guarantor of the Note secured hereby or against the Mortgaged Premises. In the event that any check or other item paid by the Mortgagee causes an overdraft in any deposit account maintained by the undersigned with the Mortgagee, the same shall constitute an additional advance pursuant to the obligation hereby secured, repayable on demand, and shall be secured by this Mortgage. All such overdrafts in any deposit account shall bear interest at the rate set forth in the Note or other instrument hereby

secured or such higher rate as may be set forth in any other documents evidencing loans from the Mortgagee to the Mortgagor.

12. Costs of Protecting Security: If the Mortgagee shall become involved in any action or course of conduct with respect to the Mortgaged Premises, or other security for the debt and obligations secured hereby, in order to protect its interest therein, including without limitation, the Mortgagee's commencement and prosecution of foreclosure proceedings, its involvement in bankruptcy proceedings concerning the Mortgagor, the Mortgagee's entering the Mortgaged Premises, and the care and management thereof, or its defending or participation as party in any action at law or in equity brought by the Mortgagor or any other person or organization with respect to the Mortgaged Premises (or other security for the debt or obligations secured hereby), the Mortgagor shall reimburse the Mortgagee for all reasonable charges, costs and expenses incurred by the Mortgagee in connection therewith, including without limitation reasonable attorneys' fees attributable to undertaking such actions or conduct; that in the event this Mortgage secures a loan in whole or in part for the construction, alteration, or repair of a building, the Mortgagee may advance from time to time to the Mortgagor such sums as in its discretion appear to be warranted by the progress of the work and Mortgagor agrees to prosecute the construction, alteration, or repairs involved diligently and, in the event of any unreasonable delay, the Mortgagee, in addition to any other remedy it may have, may enter and complete such construction, alteration, or repairs and charge such amounts as it shall reasonably expend in so doing to the Mortgagor, whether or not he shall have parted with his title to the Mortgaged Premises. If a separate construction loan agreement has been entered into by the Mortgagor and Mortgagee, the Mortgagor further covenants and agrees to perform all the provisions, covenants, stipulations, and agreements contained in said construction loan agreement between the Mortgagor and Mortgagee, which said construction loan agreement is incorporated herein by reference as if it were fully set forth.

13. Foreclosure Sale: At any foreclosure sale of the Mortgaged Premises, the Mortgaged Premises and any combination or all of the other security for the debt or obligations secured hereby may be offered for sale for one total price, and the proceeds of such sale may be accounted for in on account without distinction between the items of security or without assigning to them any proportion of such proceeds, the Mortgagor hereby waiving the application of any doctrine of marshalling; and the Mortgagee may, in the exercise of the power of sale herein given, sell the Mortgaged Premises and said other security in parts or parcels, said sales may be held from time to time, and the power shall not be fully exhausted until all of the Mortgaged Premises and said other security not previously sold shall have been sold. If surplus proceeds are realized upon a foreclosure sale, the Mortgagee shall not be liable for any interest thereon pending distribution of such proceeds by the Mortgagee.

14. Liens and Security Interests of Others: To notify the Mortgagee promptly of the existence of and the exact details of any other lien or security interest in the Mortgaged Premises now existing or hereafter arising, to make all payments that become due to any lienor or secured party having such lien or security interests, and at the request of the Mortgagee, to

assign to the Mortgagee all its right, title and interest in and to any and all agreements evidencing such security interest covering any of said security, and the Mortgagor hereby grants the Mortgagee full power and authority irrevocable of the Mortgagor to make, execute, acknowledge and deliver such assignments or to pay the entire balance due to such lien or secured party and add the amount so paid to the debt secured hereby. The Mortgagor represents that no security interest presently exists in any of Mortgaged Premises except as has heretofore been disclosed in writing to the Mortgagee.

15. Mortgagee's Right to Cure Defaults: The Mortgagee shall be entitled, but not obligated, to cure any Event of Default of the Mortgagor hereunder, including advancing sums, before or after such Event of Default, for taxes, insurance, repairs, or improvements, and shall be immediately reimbursed by the Mortgagor for all costs, charges and expenses, including without limitation attorneys' fees incurred in connection therewith, and all sums for which the Mortgagee may be entitled to reimbursement shall be added to the principal sum of the debt or obligations secured hereby, shall earn interest at the default rate set forth in said Note, shall be secured by this Mortgage, and shall be payable on demand of the Mortgagee, whether or not the remaining principal balance of the Note has been declared due and payable. The Mortgagee is hereby authorized and empowered to enter and to authorize others to enter upon the Mortgaged Premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition, or term without thereby becoming liable to the Mortgagor or any person in possession under the Mortgage.

16. Hazardous Materials; Environmental Laws: The Mortgagor represents and warrants that it has not unlawfully "released" or caused an unlawful "threat of release" of any "hazardous materials" or "oils" (as such terms are defined in any Environmental Law, as defined below). Furthermore, Mortgagor represents, warrants and covenants, and it shall be a further condition of this Mortgage:

(a) That the Mortgagor has not received and shall not receive notice from the Massachusetts Department of Environmental Protection, the United States Environmental Protection Agency, or any other governmental authority claiming violation of any Environmental Laws on the Mortgaged Premises or elsewhere;

(b) That the Mortgagor has not incurred and will use reasonable efforts not to incur during the term of this Mortgage any liability under any Environmental Laws on the Mortgaged Premises or elsewhere;

(c) That no lien on the Mortgaged Premises has arisen or will arise during the term of this mortgage under any Environmental Laws; and

(d) That no portion of the Mortgaged Premises has been, or during the term of this mortgage shall be used for the storage, treatment, use or disposal of any substance

for which a license is required by Chapter 21C of the Massachusetts General Laws, viz. so-called hazardous wastes, except that if so used, a license shall be obtained.

Without limitation of anything hereinabove stated, the Mortgaged Premises shall be maintained and used in compliance with all applicable environmental laws, rules ordinances, and regulations of all federal, state and municipal authorities ("Environmental Laws"), including without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, the Federal Resource Conservation and Recovery Act, the Massachusetts Hazardous Waste Management Act, the Federal Water Pollution Control Act, the Federal Clean Air Act, the Massachusetts Wetlands Protection Act and the provisions of Chapter 92 and Chapter 21 of the Massachusetts General Laws. The Mortgagor further agrees to indemnify and hold the Mortgagee harmless from and against all liability and loss, cost, damage or expense, including attorneys' fees, which the Mortgagee may sustain by reason of any claimed or actual breach or violation of any such laws, rules, ordinances and regulations. Further, the Mortgagee shall have the right, but not the obligation, to enter upon the Mortgaged Premises and expend funds to cure any Event of Default of the Mortgagor under or with respect to any such laws, rules, ordinances and regulations, and the Mortgagor will promptly repay to Mortgagee upon demand any such expenses thereby incurred, the repayment of such expenses to be secured hereby as fully and effectually as any obligation of the Mortgagor hereby secured. In the event that the Mortgagee might incur liability under the foregoing laws, rules, ordinances or regulations by virtue of foreclosure hereunder, the Mortgagee may, in its sole discretion, determine to obtain satisfaction of the obligations of the Mortgagor under the Note, hereunder and under the Loan Documents from the Mortgagor, any maker, any guarantors or from other security and the Mortgagee shall be under no obligation to take any action with respect to the Mortgaged Premises, except as the Mortgagee may determine from time to time in its sole discretion. Nothing contained herein shall be construed to limit the Mortgagee's rights in the Mortgaged Premises at any time while any of the indebtedness or obligations of the Mortgagor under the Note, hereunder or under the Loan Documents remain outstanding.

17. Senior Mortgages: If this Mortgage is at any time subject or subordinate to another mortgage, the Mortgagor shall not materially modify, amend, or extend such prior mortgage, or the debt or other obligation secured thereby, without the consent of the Mortgagee. Any default under said prior mortgage or the obligations secured thereby shall be an Event of Default hereunder, and the Mortgagee shall be entitled, but not obligated, to cure said default, as provided in paragraph 16 hereof.

18. Events of Default: "Events of Default" hereunder shall mean any of the following which is not cured within the applicable grace and cure periods: (a) neglect or failure to make any payment of principal, interest, or taxes or any other payment required by the terms of the Note or this Mortgage, (b) any representation or warranty of the Mortgagor hereunder shall become untrue in any material respect or the failure of Mortgagor to conform to same, (c) the neglect or failure of the Mortgagor to perform or observe any of Mortgagor's other covenants or agreements contained herein, in the Note or in any of the Loan Documents, or in any other

mortgage, debt or obligation of or from the Mortgagor to the Mortgagee, (d) formal charges are filed against the Mortgagor under either a state or federal law for which forfeiture of the Mortgaged Premises is a potential penalty, (e) the legal or beneficial ownership of the Mortgaged Premises, or any portion thereof or interest therein becomes vested in anyone other than the Mortgagor, (f) the Mortgagor should create or permit to be created any lien or encumbrance in excess of \$25,000.00 to attach to the Mortgaged Premises (except for the payment of real estate taxes and betterment assessments prior to the commencement of interest and penalties thereon) which attachment or encumbrance is not discharged or bonded within thirty (30) days from the date it is attached, (g) upon the death of, or appointment of a guardian or conservator for the Mortgagor, or any guarantors or endorsers (other than an endorser without recourse) of the Note provided that in the event of a death of guarantor, Mortgagor shall have sixty (60) days to provide a substitute guarantor satisfactory to Mortgagee prior to being held in default of this subsection (g), (h) the Mortgaged Premises or any part thereof or any interest therein or in the rents, issues or profits thereof shall be sold, transferred, assigned, leased or otherwise disposed of, (except with the prior written consent of the Mortgagee), (i) any security interest, lien, mortgage or other encumbrance shall be created in the Mortgaged Premises or any part thereof or any interest therein, or in the rent, issues or profits thereof by operation of law or otherwise, whether superior or subordinate to this Mortgage, (except with the prior written consent of the Mortgagee), (j) any foreclosure proceedings under any junior mortgage or any other lien of any kind on the Mortgaged Premises, or any part thereof, should be instituted, (k) any levy or sale upon execution or other like proceedings of any nature shall occur whereby the owner of the Mortgaged Premises shall be deprived of owner's title or right of possession to the Mortgaged Premises or any part thereof, (l) any legal or beneficial interest in Mortgagor or, if the Mortgagor is a partnership, in any general partner of the Mortgagor is transferred either voluntarily or involuntarily unless in the furtherance of bona fide estate planning, (m) by order of a court of competent jurisdiction a receiver or liquidator or trustee of the Mortgagor shall be appointed for the record owner for the time being of the Mortgaged Premises or any guarantor or endorser of the Note and shall not have been discharged within thirty (30) days, (n) any involuntary petition under the Federal Bankruptcy Code or any other similar statute shall be filed by or against the Mortgagor, the owner of the Mortgaged Premises or any guarantor or endorser of the Note and shall not be dismissed within thirty (30) days after such filing, (o) the Mortgagor, the owner of the Mortgaged Premises or any guarantor or endorser of the Note shall file a petition in voluntary bankruptcy under any provisions of any bankruptcy or reorganization petition under any such law, (p) the Mortgagor, the owner of the Mortgaged Premises or any guarantor or endorser of the Note shall institute any proceeding for its dissolution or liquidation or shall make an assignment or mortgage for the benefit of creditors generally or shall admit in writing an inability to pay the Mortgagor's, or such owner's, guarantor's or endorser's debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator, (q) the Mortgagor, the owner of the Mortgaged Premises or any guarantor or endorser of the Note shall file a petition for an arrangement or reorganization pursuant to the Federal Bankruptcy Code or any other similar statute, (r) the Mortgagor shall fail, within thirty (30) days after written notice from Mortgagee that the Loan-to-Value Ratio exceeds the ratio required in the Loan Agreements of even date, to make a principal payment or to provide additional collateral satisfactory to

Mortgagee, so as to reduce the Loan-to-Value Ratio to that required, or (s) the Mortgagor shall fail, within thirty (30) days after notice from Mortgagee that the Debt Coverage is less than the ratio required, to make a principal payment or to provide additional collateral, satisfactory to Mortgagee, so as to increase the Debt Coverage to that required.

In case of any Event of Default, the entire debt secured hereby, including late payment penalties, shall, at the option of the Mortgagee, become due and payable on demand; provided, however, that the Mortgagee may, without notice to the Mortgagor, deal with the Mortgagor's successor or successors in interest with reference to the Mortgage and the debt secured hereby in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability or obligations with respect to this Mortgage or the debt secured hereby.

In the case of an Event of Default by Mortgagor under the Note or any of the Loan Documents, with respect to the Personal Property, the Holder shall have all remedies of a secured party under the Massachusetts Uniform Commercial Code as now in effect, including, without limitation, the option to proceed against the Real Property, Personal Property, Revenues, Leases, Permits and Contracts under this Mortgage and under the law relating to foreclosure of real estate mortgages, and such further remedies as from time to time may hereafter be provided by Massachusetts law to a secured party, and upon the condition that all rights of the Mortgagee under this Mortgage as to the Real Property, Personal Property, Revenues, Leases, Contracts and Permits may be exercised together or separately.

In exercising its power of sale as a secured party or mortgagee under this Mortgage, the Mortgagee may sell any portion of the Mortgaged Premises, either separately from or together with any other part thereof, either as one unit or in such separate units, all as the Mortgagee may in its discretion elect; and pursuant thereto the Mortgagee hereof may sell the Personal Property or any part thereof either separately from or together with the whole or any part of other collateral which may constitute security for payment and performance of all matters for which the Personal Property is hereby given as collateral, all as the Mortgagee may in its discretion elect. In the event of any separate sale of Personal Property, the Mortgagee will give to the Mortgagor reasonable notice of time and place of any public sale or of the time after which any private sale or other intended disposition thereof is to be made, such requirement of reasonable notice shall be met if notice thereof is mailed postage prepaid to the Mortgagor at least five (5) days before the time of the scheduled sale or other disposition.

19. Waivers; Deficiency: No sale of the Mortgaged Premises and no forbearance on the part of the Mortgagee or extension of the time for the payment of the debt secured hereby or any other indulgence given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor, nor the priority of this Mortgage, either in whole or in part, notice of such forbearance, extension or other indulgence being hereby expressly waived.

20. Notice: Any notice, demand or other communication from the Mortgagee to the Mortgagor shall be deemed satisfactorily given upon depositing the same in writing in the United States Mail by certified or registered mail, postage prepaid, addressed to the Mortgagor (or any one of them if there be more than one) at the Mortgagor's latest address in the mortgage records maintained by the Mortgagee.

21. Severability; Cumulative Rights: In case any provision of the Note, this Mortgage, or any of the Loan Documents shall be found unenforceable or invalid for any reason, the enforcement of any other provision hereof shall not be impaired thereby, and such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, shall be deleted from the Note, this Mortgage, or the Loan Documents, as the case may be. All rights and remedies of Mortgagee hereunder and under the Note and Loan Documents or otherwise available in law or equity, are cumulative and concurrent and may be exercised singly, successively, or concurrently.

22. Cure Periods: Except as otherwise provided herein, or in the Note, the Mortgagor shall be entitled to the following grace periods to cure defaults hereunder:

(i) monetary defaults: 15 days

(ii) non-monetary defaults (except those described in clauses (f) and (m) through (s) of Section 18 hereof as to which there shall be no cure period except as otherwise stated in those clauses): 30 days following written notice from Mortgagee to Mortgagor

(iii) non-monetary defaults which cannot reasonably be cured within thirty (30) day period (except those described in clauses (f) and (m) through (s) of Section 20 hereof): such additional period of time as is reasonably necessary to diligently cure the same, but not more than ninety (90) days from the date of the notice, provided that the Mortgagee is adequately secured during such additional period. This additional cure period shall not be available for the failure to pay insurance premiums (or cancellation of insurance for any other reason).

23. Amendment. This Mortgage may not be modified, amended, discharged, or waived orally, but only by an agreement in writing signed by the party against whom any such modification, amendment, discharge, or waiver is sought.

24. Binding Effect: The word "Mortgagor" as used herein means the Mortgagor named herein, whether one or several, and also means any subsequent owner or owners of the equity of redemption of the Mortgaged Premises. If there is more than one (1) Mortgagor, the covenants and warranties thereof shall be joint and several. All of the covenants and agreements of the Mortgagor herein contained shall constitute covenants running with the Mortgaged Premises and shall be binding upon the Mortgagor and the heirs, executors, administrators, successors, and assigns of the Mortgagor and shall enure to the benefit of the Mortgagee, its successors and assigns. The Mortgagee shall have the right, without notice to or

consent of the Mortgagor, to sell, assign or participate all or any portion of its interests in the Mortgaged Premises and the Loan Documents. In the event that the Mortgagee assigns this Mortgage, the Mortgagor agrees to deal with any such assignee after notice of such assignment.

25. Captions: The captions of the sections of this Mortgage are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

26. Statutory Condition: This Mortgage is upon the **STATUTORY CONDITION** and upon the further condition that all covenants agreements of the Mortgagor and the Guaranty of the Note, this Mortgage, and the Loan Documents from the Mortgagor to the Mortgagee shall be kept and fully performed, and upon any breach of the same the Mortgagee shall have the **STATUTORY POWER OF SALE** and any other powers given by statute.

27. Waiver of Jury Trial: **THE MORTGAGOR AND MORTGAGEE IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING HEREAFTER INSTITUTED BY OR AGAINST ANY OF THEM IN RESPECT OF THE LOAN DOCUMENTS, AS MODIFIED BY THIS AGREEMENT, OR ARISING OUT OF ANY DOCUMENT, INSTRUMENT OR AGREEMENT, EVIDENCING, GOVERNING OR SECURING THE LOAN DOCUMENTS.**

28. That wherever the words **STATUTORY CONDITION AND STATUTORY POWER OF SALE** appear herein, they shall have such meaning as is provided by the law of the Commonwealth of Massachusetts in which the mortgaged premises are located, as amended from time to time;

29. That in case the Mortgagee in the exercise of the **STATUTORY POWER OF SALE** herein given elects to sell in separate parcels, said sales may be held from time to time, and that the **STATUTORY POWER OF SALE** shall not be exhausted or extinguished until all of the mortgaged premises not previously released shall have been sold, notwithstanding that the proceeds of such sales exceed or may exceed the sum of money then secured hereby;

30. That in the event of foreclosure sale under this Mortgage, the Mortgagee and its successors and assigns are hereby authorized and empowered to assign and transfer to the purchaser at the sale all insurance policies, leases, licenses and permits pertaining to the mortgaged premises and their use. Also, in the event of a foreclosure, the Mortgagor assigns to the Mortgagee any and all claims, rights and causes of action which he has or may have against any corporation, company, trustee or individual arising in connection with said mortgaged premises and affecting the value of said mortgaged premises. The Mortgagor further agrees to indemnify the Mortgagee, if it elects to prosecute any such claim, right or cause of action, for any and all costs and expenses incurred thereby;

31. That this Mortgage is security for the payment of the aforesaid obligation and all other direct and contingent liabilities of the Mortgagor to the Mortgagee due, or to become due, whether now existing or hereafter incurred;

32. That if any one or more of the provisions of this Mortgage is found to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall not limit or impair enforcement of any other provision hereof;

33. That wherever the words Mortgagor and Mortgagee are used herein they shall include their several and respective heirs, executors, administrators, devisees, successors, grantees and assigns, subject to the limitations of law and of this instrument, and if the context hereof admits or requires, the words "Mortgagor" and "Mortgagee" and the pronouns referring to them shall be construed as plural, neuter or feminine. The word "holder" as used herein shall be taken to mean the Mortgagee, its successors or assigns;

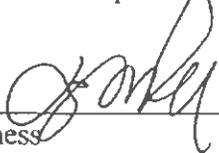
34. That all the covenants, conditions, stipulations and authorizations herein contained are joint and several if the Mortgagor is more than one person, and shall apply to and be binding upon the heirs, executors, administrators, devisees, successors and assigns of the Mortgagor herein. This instrument shall take effect as a sealed instrument.

35. So long as Mortgagor is not in default of its obligations hereunder or under the Loan Documents, Mortgagee agrees to partially releases lots from the lien of this Mortgage upon request of the Mortgagor upon payment of a principal reduction payment of \$200,000.00 for each lot plus repayment of all other advanced principal with accrued and unpaid interest relating to the single-family home constructed on such lot to be partially released.

Executed as a sealed instrument this 10th day of December 2024.

Signed in the presence of:

KHLAHANN, LLC

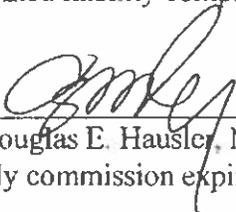

Witness

By: 
VISOTH NUON, Manager

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 10th day of December 2024 then personally appeared the above-named VISOTH NUOM, as Manager as aforesaid, and having provided evidence of identification in the form of a driver's license, acknowledged the foregoing instrument to be his free and voluntary act and deed, duly authorized as Manager on behalf of said limited liability company, before me,


Douglas E. Hausler, Notary Public
My commission expires: 12/13/2024

 **DOUGLAS E. HAUSLER**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 13, 2024

EXHIBIT A

Address: 133 Princeton Street, North Chelmsford, MA

A certain parcel of land situated in Chelmsford, in the County of Middlesex, and said Commonwealth, bounded and described as follows:

- NORTHEASTERLY by Princeton Street, one hundred fifty (150.00) feet;
- SOUTHEASTERLY by land now or formerly of William J. Quigley, four hundred thirty-seven and 60/100 (437.60) feet;
- WESTERLY by land now or formerly of Wladyslaw Deputat, one hundred seventy-nine (179.00) feet;
- NORTHWESTERLY by Lot 2, three hundred thirty-nine and 79/100 (339.79) feet.

All of said boundaries are determined by the Land Court to be located as shown on Subdivision Plan 12020-B, drawn by Donald S. Fox, Surveyor, dated March 9, 1970, as approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title 18030, and said land is shown as Lot one (1) on said plan.

For title, see Certificate of Title No. 45894 filed in the Middlesex North District, Land Court Division in Book 232, Page 127.

Middlesex North Registry of Deeds

Electronically Recorded Document

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Recording Information

Document Number	: 325056
Document Type	: MTG
Registered Date	: December 10, 2024
Registered Time	: 12:05:01 PM
Noted on Certificate	: 45894
Land Court Book and Page	: 00232 / 127
Number of Pages(including cover sheet)	: 18
Receipt Number	: 1042937
Recording Fee	: \$205.00

Middlesex North Registry of Deeds
Richard P. Howe Jr., Register
360 Gorham Street
Lowell, Massachusetts 01852
978/322-9000
www.lowelldeeds.com

**SECOND MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
AND SECURITY AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT KHLAHANN, LLC, a Massachusetts limited liability company with a notice address of 133 Princeton Street, North Chelmsford, MA 01863 hereinafter called the Mortgagor, for consideration paid, grants to **THE LOWELL FIVE CENT SAVINGS BANK**, a Massachusetts banking corporation organized and existing under the Laws of the Commonwealth of Massachusetts, having an office for business at 30 International Place, Tewksbury, Massachusetts 01876, hereinafter called the Mortgagee, with **MORTGAGE COVENANTS** to secure the performance of all obligations of the Mortgagor as provided in a certain Commercial Term Promissory Note in the original principal amount of **\$2,676,470.00** with interest thereon dated as of **DECEMBER 10, 2024** (the "Note") and also to secure the payment and/or performance of any and all other covenants and agreements herein contained or contained in any other agreement, instrument, or document executed by Mortgagor in connection herewith and any amendment, extension, or renewal thereof (collectively with the Note, this Mortgage and all other loan documents of even date, the "Loan Documents") as well as to secure payment or performance of any and all other debts, liabilities, obligations or agreements whatsoever of and by the Mortgagor to or for the benefit of the Mortgagee, now existing or hereafter arising, absolute, contingent, direct or indirect, now due or to become due, until the debt and obligations secured hereby have been paid and satisfied in full (collectively, the "Obligations"):

The land and improvements thereon known as 133 Princeton Street, North Chelmsford, Middlesex County, Massachusetts as described in **Exhibit "A"** attached hereto prior to the execution of this instrument and made a part hereof by specific reference and all rights, easements, and appurtenances now or hereafter thereto belonging (the "Real Property"), and all fixtures of Mortgagor now or hereafter attached to the property including without limitation the following: portable and sectional buildings, elevators and elevator machinery, heating apparatus, ovens, refrigerators, motors, plumbing fixtures, gas and electric fixtures, fire-extinguishing systems, shades, screens, blinds, pipes, boilers, tanks, screen doors, awnings, storm doors and windows, dishwashers, garbage incinerators and receptacles, washing machines, dryers, television antennas, air conditioners, attached floor coverings, trees, hardy shrubs, and perennial flowers, and all other fixtures now or hereafter placed on the Land (hereinafter collectively the "Personal Property").

Also, the Mortgagor hereby grants to the Mortgagee a security interest in all Mortgagor's Personal Property now or hereafter placed on the Real Property, or used in connection therewith, the replacements thereto and substitutions therefor and the proceeds therefrom excluding, however, those items which can be classified as "consumer goods" (as defined in the Uniform Commercial Code) and agrees to execute, on demand of the Mortgagee, all instruments

Property Address: 133 Princeton Street, North Chelmsford, MA

necessary to perfect or continue such security interest, and upon any Event of Default hereunder and the expiration of any applicable cure period, the Mortgagor hereby grants to the Mortgagee full power and authority as attorney irrevocable of the Mortgagor to execute, deliver, and record and/or file such instruments.

The Mortgagor covenants and agrees that none of the aforesaid which are or may be used as appurtenances of the buildings on the Real Property are subject to any conditional sales or security agreements and in case there be any such at any time now or hereafter, the Mortgagor, or those claiming under him, will make all payments under such agreements or sales as and when due and payable, and all rights thereunder shall inure to the benefit of the Holder hereof, including the right to complete payments upon any Event of Default and receive title to the same.

The Mortgagor covenants and agrees that, as of the execution hereof and upon subsequent acquisition of such articles, fixtures, and equipment now or hereafter used in the operation of the Real Property, the Mortgagor shall:

(i) execute and deliver to the Mortgagee, in form appropriate for recording and filing, a first security agreement and financing statements on all such articles, fixtures, and equipment; and

(ii) provide to the Mortgagee such other assurances as may be required by the Mortgagee to establish the Mortgagee's first security interest in such articles, fixtures, and equipment; and

(iii) execute, deliver, and cause to be recorded and filed from time to time, without notice or demand, and at the Mortgagor's sole cost and expense, continuances and such other instruments as will maintain the Mortgagee's priority of security in such articles, fixtures, and equipment.

The Mortgagor hereby appoints the Mortgagee as irrevocable attorney-in- fact, coupled with an interest, and given as security, to execute, acknowledge and deliver all such instruments and the like on behalf of the Mortgagor which the Mortgagor fails or refuses to do.

The Mortgagor agrees that the Mortgagee, in addition to all other rights and remedies hereunder, shall have all rights and remedies of a secured party under the Massachusetts Uniform Commercial Code. This Mortgage is intended to be a security agreement with respect to the Personal Property.

Also, the Mortgagor hereby grants, transfers, and assigns to the Mortgagee, with mortgage covenants, as additional security for the Note and other obligations as set forth above, all rents, royalties, , tax abatements, or other benefits arising from the use or enjoyment of all or any portion of the Mortgaged Premises ("Revenues"); all leases or licenses to use all or any part of the Mortgaged Premises, written or oral, now or hereafter entered into by the Mortgagor as

lessor, or assigned to the Mortgagor of even date, including without limitation, security deposits and the rights on the happening of any Event of Default hereunder (but not otherwise) to receive and collect the rents thereunder; all guaranties of said leases; all proceeds of the foregoing (collectively, the "Leases"); all permits, approvals, consents, and licenses to construct, improve, use, own, and enjoy, and all contracts and agreements relating to the ownership, sale, construction, use, operation, and enjoyment of the Real Property, the Personal Property, the Revenues, and the Leases ("Permits and Contracts"). This assignment is an absolute assignment of the Revenues and Leases from Mortgagor to Mortgagee, provided, however, that so long as there shall be no default under this Mortgage or any of the Loan Documents, beyond applicable grace periods, Mortgagor shall have an exclusive license to operate the Mortgaged Premises and to collect the Revenues and retain, use, and enjoy the same, provided, however, that the Revenues shall be received in trust to be used to satisfy obligations under the Loan Documents, including, without limitation, payment of amounts due on the Note, taxes, insurance, and operating expenses of the Mortgaged Premises before being used for any other purpose.

Said Real Property, Personal Property, Leases, Revenues, Permits and Contracts are hereinafter collectively referred to as the "Mortgaged Premises."

A. The Mortgagor represents and warrants that the following statements are true and correct on the date hereof and covenants and agrees that the same shall remain true and correct until the debt and obligations secured hereby are paid and satisfied in full:

1. Authority; Title: That the Mortgagor is lawfully seized in fee simple of the Mortgaged Premises and has good right, full power, and lawful authority to mortgage and grant a security interest in the same manner as aforesaid; that the Mortgaged Premises is free and clear of all liens, encumbrances and restrictions except as set forth on the title policy provided to Lender to insure this Mortgage and that the Mortgagor will make any further assurances of title that the Mortgagee may require.

2. Accuracy of Loan Application: The information contained in the Mortgagor's application for the loan evidenced by the Note was true and correct as of the date given, and as of the date hereof, there has been no material change therein.

3. Commercial Purpose: The proceeds of the loans evidenced by the Note are to be used for commercial purposes.

4. Principal Residence: That, notwithstanding anything to the contrary herein or elsewhere contained or set forth, if all or a portion of the Mortgaged Premises is or is expected to be, or in the future becomes, the principal residence of the Mortgagor, and the extension of credit related to the Mortgaged Premises does not qualify under existing laws, rules or regulations, as an extension of credit for business or commercial purposes, such principal residence shall not be security for any obligation of the Mortgagor except for (a) the mortgage loan of even date secured hereby and the covenants of this Mortgage with respect thereto and (b)

such loans or advances, if any, now existing or hereafter made to the Mortgagor which are not extensions of "Consumer Credit" within the purview of Massachusetts General Laws, Chapter 140D or the Consumer Credit Protection Act (Public Law 90-321, 82 Stat. 146 et seq.) as the same may be from time to time amended. The Mortgagor and Mortgagee may, insofar as permitted by applicable law, modify or waive the terms and provisions of the preceding sentence only by an instrument in writing signed by both parties which makes specific reference to this Mortgage and the clause being modified. Nothing contained in the preceding two sentences shall impair the right of the Mortgagee upon any Event of Default by the Mortgagor on any obligation whatsoever, from bringing legal proceedings, in law or at equity, in which an attachment of, or levy on, the principal residence of the Mortgagor may be made.

5. Leases: That each of the Leases now or hereafter in effect is and shall be a valid lease and that there are and shall be no material defaults by any party beyond any notice and cure period; no rent reserved in the Leases has been assigned, waived, released, discounted, or otherwise discharged; nor has rent been anticipated except for security deposits and last month's rent taken in the usual course of business.

B. The Mortgagor hereby covenants and agrees as follows:

1. The Note, Mortgage, and Loan Documents: To pay the principal, interest, penalties, and other charges set forth in the Note and to perform all of the covenants and agreements contained in the Note, the Mortgage, and the Loan Documents.

2. Impositions: To pay all taxes, charges for water, sewer and other municipal services, and assessments, whether or not assessed against the Mortgagor, if applicable or related in any way to the Mortgaged Premises, or any interest of the Mortgagor, the Mortgagee, or any other person or organization therein, or the debt, obligations or performance secured hereby, or the disbursement or application of the proceeds therefrom ("Impositions"), excluding, however, any income or corporation excise tax of the Mortgagee; on the event of a default and expiration of any applicable cure period, to pay to the Mortgagee on each day that payments are required by the terms of the Note, in addition to the payments of principal and/or interest provided in the Note, a sum equal to such fraction of the real estate taxes, charges and betterment assessments for each year as shall be estimated by the Mortgagee to be sufficient for the Mortgagee to provide in the aggregate a sum equal to said taxes, charges and assessments as and when they become due and payable; and, in addition, to pay to the Mortgagee any balance necessary to account in full for the amount of said taxes, charges and assessments prior to the date when they become due and payable; it being understood and agreed that such sums may be commingled with the general assets of the Mortgagee, that the Mortgagee shall not be required to pay interest thereon or account for any profits resulting from its use thereof except as required by law and that said sums are held by the Mortgagee for payment on account of such taxes, charges and assessments and/or any other obligations of the Mortgagor hereunder; or, in case tax payments are required to be made to the Mortgagee, to forward to the Mortgagee real estate tax bills as soon as the same have been received by the Mortgagor.

3. Insurance: To insure and keep the Mortgaged Premises insured against fire, extended coverage, and such other hazards and casualties and all such other casualties and contingencies as the Mortgagee may from time to time require; to deposit, at the demand of the Mortgagee, all insurance policies or memoranda thereof with the Mortgagee forthwith after the binding of such insurance, and to deliver to the Mortgagee new policies or memoranda thereof for any insurance about to expire at least seven (7) days before such expiration, all such insurance to be first payable in case of loss to the Mortgagee and to be written by such companies, on such terms, in such form and for such periods and amounts as the Mortgagee shall from time to time designate or approve; provided that said insurance shall be in an amount not less than that necessary to comply with any co-insurance percentage stipulated in said policy or policies, and the Mortgagor hereby grants to the Mortgagee, upon the happening of any Event of Default hereunder, full power and authority as attorney irrevocable of the Mortgagor to cancel or transfer such insurance and to retain any premium or proceeds and to apply the same to the debt or obligations secured hereby.

4. Use and Care; Compliance with Law: To put, maintain and keep all and singular the Mortgaged Premises at all times in as good repair and condition as the same now are or hereafter may be put, ordinary wear and tear excepted but damage from casualty expressly not excepted, permitting and suffering no waste or strip of the same to occur, nor any release or threat of release of hazardous waste or materials on the Mortgaged Premises nor any violation of any law, by-law, ordinance, restriction, regulation, order or code affecting the Mortgaged Premises or the use thereof; not to remove or alter any of the improvements, equipment, appliances, furnishings and fixtures constituting part of the Mortgaged Premises without the prior written consent of the Mortgagee not to be unreasonably withheld, conditioned or delayed and expressly excluding any replacements, repairs and alterations made in the ordinary course of business; and not to permit any material alteration in the use, occupancy, or structural condition of the Mortgaged Premises without in each instance obtaining the prior written consent of the Mortgagee not to be unreasonably withheld, conditioned or delayed.

5. Inspection: To permit the Mortgagee, the Holder of the Note, or its representatives to examine the Mortgaged Premises at any reasonable time or to enter upon the Mortgaged Premises to make repairs as in the Mortgagee's judgment are necessary to preserve the security hereof.

6. Assignment of Leases: To occupy the entire Mortgaged Premises, or cause the same to be occupied by lessees (which term shall include licensees and concessionaires) and to deliver to the Mortgagee on demand any or all Leases of the Mortgaged Premises or any part thereof, or at the Mortgagee's election with respect to any Lease to confirm the assignments of Leases and Revenues contained in this Mortgage, such confirmation of assignment to be in form reasonably satisfactory to the Mortgagee, and the Mortgagor hereby grants the Mortgagee full power and authority as attorney irrevocable of the Mortgagor to make execute, acknowledge, deliver and record such confirmatory assignment; by virtue of the

assignment of Leases and Revenues contained in this Mortgage, after any Event of Default by the Mortgagor under this Mortgage (and not otherwise), the Mortgagee shall be entitled to modify and otherwise deal with all such Leases with the same power and discretion which the Mortgagee would have if it were the lessor thereof, and the Mortgagee shall be entitled to collect all of the Revenues for such Leases and to apply the same to the debt secured hereby, and after foreclosure, the Mortgagee shall not be liable to account to the Mortgagor for Revenues thereafter accruing; provided, however, that the Mortgagor may have and retain such Revenues until such Event of Default occurs; and the Mortgagee shall further have the right to subordinate this Mortgage and its rights hereunder to any Leases of the Mortgaged Premises now or hereafter in force and upon execution and recording of any instrument by the Mortgagee which purports to effect such subordination, this Mortgage shall be subordinate to the lease or leases referred to in such instrument with the same force and effect as if such lease or leases had been executed and delivered prior to the execution, delivery and recording of the this Mortgage.

7. Lease Obligations: To observe and perform all the obligations imposed upon the Mortgagor under any Leases of the Mortgaged Premises, and not to do or permit to be done anything which would impair the security of such Leases to the Mortgagee, nor to waive, cancel or change any material terms, conditions, or covenants of any of the Leases of the Mortgaged Premises or any part thereof without the prior written consent of the Mortgagee, nor to execute any Leases providing for payment of rent for more than one (1) month in advance, except for security deposits and last month's rent in the ordinary course of business nor to receive rent from all or any part of the Mortgaged Premises for more than one month in advance without the prior written consent of the Mortgagee, and any such advance rent in excess of one (1) month received shall be held by the Mortgagor in trust for the benefit of the Mortgagee. Mortgagor hereby agrees to indemnify and hold Mortgagee harmless (1) against and from any and all liability, loss, damage and expense, including reasonable attorneys' fees, which it may or shall incur under or in connection with any of the Leases or by reason of any action taken by Mortgagee under the Assignment (including without limitation any action which Mortgagee, in its discretion, may take to protect its interest in the Leases, Revenues and/or the Mortgaged Premises and including the making of advances and the entering into of any action or proceeding arising out of or connection with the Leases and Revenues) and (2) against and from any and all claims and demands whatsoever which may be asserted against Assignor by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants and conditions contained in any of the Leases but excepting from the indemnification hereunder loss caused by the gross negligence or willful misconduct of Mortgagee in bad faith.

8. Financial Reporting: To furnish the Mortgagee a true and complete statement of the annual operating expenses and income of the Mortgaged Premises and management prepared financial statements of the Mortgagor to be in form reasonably satisfactory to the Mortgagee as set forth in the Commercial Loan Agreements of even date herewith; and within thirty (30) days following the due date thereof, as extended, copies of the income tax returns of the Mortgagor;

9. Mortgage Taxes: That, in case the Mortgagee's loan on this Mortgage is not exempt from State tax, said Mortgagor shall on demand pay said Mortgagee the same percentage of the debt secured thereby as the Mortgagee shall from time to time be required to pay as such State tax; that if any law is hereafter passed by the United States or the Commonwealth of Massachusetts deducting from the value of Mortgaged Premises for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation or mortgages or debts secured by mortgage for Federal, State, or local purposes, or the manner of collection of any such taxes, so as to affect adversely and materially the rights of the Holder of this Mortgage notwithstanding compliance by the Mortgagor with all other provisions hereof, then the whole of the indebtedness hereby secured shall, at the election of the Mortgagee, become due and payable ninety (90) days after written notice to the Mortgagor requiring payment of the mortgage debt, and it is hereby agreed that if such notice be given, the said debt shall come due, payable, and collectible at the expiration of said ninety (90) days; provided, however, that such requirement of payment shall be ineffective if the Mortgagor is permitted by law to pay the whole of such tax in addition to all other payments hereunder, without any penalty thereby accruing to the Mortgagee, and if the Mortgagor does pay such tax prior to the date upon which payment is required by Mortgagee's said notice.

10. Casualty Loss, Eminent Domain: If the Mortgaged Premises or any part thereof shall be damaged or destroyed by fire or other hazard against which insurance is held, or if the Mortgaged Premises or any portion thereof shall be taken by eminent domain, no settlement on account of any loss or damage shall be made without the prior written consent of the Mortgagee, as its interests may appear, and any proceeds from insurance or damages for such taking, as the case may be, shall be paid to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the Mortgagor hereby irrevocably assigns the same to the Mortgagee. The Mortgagee, at its discretion, may either apply such proceeds against the debt secured hereby (in which case the Mortgagor's obligations hereunder to restore such damage to the Mortgaged Premises as may have been caused by such fire, or other hazard or taking, shall terminate), or release such portion of the proceeds to the Mortgagor as is necessary to restore the Mortgaged Premises to their prior condition insofar as is practicable upon such terms and conditions as the Mortgagee deems appropriate, and apply the balance thereof, if any, to the debt or obligations secured hereby; provided, however, that if any insurer of the Mortgaged Premises denies liability, the Mortgagor shall not be relieved of its obligations to restore the Mortgaged Premises.

11. Setoff: Upon the happening of any Event of Default hereunder, the Mortgagee may apply toward the debt and obligations secured hereby any deposit payment or any sum due from the Mortgagee to the Mortgagor without first enforcing any other rights of the Mortgagee against the Mortgagor, or against any endorser or guarantor of the Note secured hereby or against the Mortgaged Premises. In the event that any check or other item paid by the Mortgagee causes an overdraft in any deposit account maintained by the undersigned with the Mortgagee, the same shall constitute an additional advance pursuant to the obligation hereby secured, repayable on demand, and shall be secured by this Mortgage. All such overdrafts in any deposit account shall bear interest at the rate set forth in the Note or other instrument hereby

secured or such higher rate as may be set forth in any other documents evidencing loans from the Mortgagee to the Mortgagor.

12. Costs of Protecting Security: If the Mortgagee shall become involved in any action or course of conduct with respect to the Mortgaged Premises, or other security for the debt and obligations secured hereby, in order to protect its interest therein, including without limitation, the Mortgagee's commencement and prosecution of foreclosure proceedings, its involvement in bankruptcy proceedings concerning the Mortgagor, the Mortgagee's entering the Mortgaged Premises, and the care and management thereof, or its defending or participation as party in any action at law or in equity brought by the Mortgagor or any other person or organization with respect to the Mortgaged Premises (or other security for the debt or obligations secured hereby), the Mortgagor shall reimburse the Mortgagee for all reasonable charges, costs and expenses incurred by the Mortgagee in connection therewith, including without limitation reasonable attorneys' fees attributable to undertaking such actions or conduct; that in the event this Mortgage secures a loan in whole or in part for the construction, alteration, or repair of a building, the Mortgagee may advance from time to time to the Mortgagor such sums as in its discretion appear to be warranted by the progress of the work and Mortgagor agrees to prosecute the construction, alteration, or repairs involved diligently and, in the event of any unreasonable delay, the Mortgagee, in addition to any other remedy it may have, may enter and complete such construction, alteration, or repairs and charge such amounts as it shall reasonably expend in so doing to the Mortgagor, whether or not he shall have parted with his title to the Mortgaged Premises. If a separate construction loan agreement has been entered into by the Mortgagor and Mortgagee, the Mortgagor further covenants and agrees to perform all the provisions, covenants, stipulations, and agreements contained in said construction loan agreement between the Mortgagor and Mortgagee, which said construction loan agreement is incorporated herein by reference as if it were fully set forth.

13. Foreclosure Sale: At any foreclosure sale of the Mortgaged Premises, the Mortgaged Premises and any combination or all of the other security for the debt or obligations secured hereby may be offered for sale for one total price, and the proceeds of such sale may be accounted for in on account without distinction between the items of security or without assigning to them any proportion of such proceeds, the Mortgagor hereby waiving the application of any doctrine of marshalling; and the Mortgagee may, in the exercise of the power of sale herein given, sell the Mortgaged Premises and said other security in parts or parcels, said sales may be held from time to time, and the power shall not be fully exhausted until all of the Mortgaged Premises and said other security not previously sold shall have been sold. If surplus proceeds are realized upon a foreclosure sale, the Mortgagee shall not be liable for any interest thereon pending distribution of such proceeds by the Mortgagee.

14. Liens and Security Interests of Others: To notify the Mortgagee promptly of the existence of and the exact details of any other lien or security interest in the Mortgaged Premises now existing or hereafter arising, to make all payments that become due to any lienor or secured party having such lien or security interests, and at the request of the Mortgagee, to

assign to the Mortgagee all its right, title and interest in and to any and all agreements evidencing such security interest covering any of said security, and the Mortgagor hereby grants the Mortgagee full power and authority irrevocable of the Mortgagor to make, execute, acknowledge and deliver such assignments or to pay the entire balance due to such lien or secured party and add the amount so paid to the debt secured hereby. The Mortgagor represents that no security interest presently exists in any of Mortgaged Premises except as has heretofore been disclosed in writing to the Mortgagee.

15. Mortgagee's Right to Cure Defaults: The Mortgagee shall be entitled, but not obligated, to cure any Event of Default of the Mortgagor hereunder, including advancing sums, before or after such Event of Default, for taxes, insurance, repairs, or improvements, and shall be immediately reimbursed by the Mortgagor for all costs, charges and expenses, including without limitation attorneys' fees incurred in connection therewith, and all sums for which the Mortgagee may be entitled to reimbursement shall be added to the principal sum of the debt or obligations secured hereby, shall earn interest at the default rate set forth in said Note, shall be secured by this Mortgage, and shall be payable on demand of the Mortgagee, whether or not the remaining principal balance of the Note has been declared due and payable. The Mortgagee is hereby authorized and empowered to enter and to authorize others to enter upon the Mortgaged Premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition, or term without thereby becoming liable to the Mortgagor or any person in possession under the Mortgage.

16. Hazardous Materials; Environmental Laws: The Mortgagor represents and warrants that it has not unlawfully "released" or caused an unlawful "threat of release" of any "hazardous materials" or "oils" (as such terms are defined in any Environmental Law, as defined below). Furthermore, Mortgagor represents, warrants and covenants, and it shall be a further condition of this Mortgage:

(a) That the Mortgagor has not received and shall not receive notice from the Massachusetts Department of Environmental Protection, the United States Environmental Protection Agency, or any other governmental authority claiming violation of any Environmental Laws on the Mortgaged Premises or elsewhere;

(b) That the Mortgagor has not incurred and will use reasonable efforts not to incur during the term of this Mortgage any liability under any Environmental Laws on the Mortgaged Premises or elsewhere;

(c) That no lien on the Mortgaged Premises has arisen or will arise during the term of this mortgage under any Environmental Laws; and

(d) That no portion of the Mortgaged Premises has been, or during the term of this mortgage shall be used for the storage, treatment, use or disposal of any substance

for which a license is required by Chapter 21C of the Massachusetts General Laws, viz. so-called hazardous wastes, except that if so used, a license shall be obtained.

Without limitation of anything hereinabove stated, the Mortgaged Premises shall be maintained and used in compliance with all applicable environmental laws, rules ordinances, and regulations of all federal, state and municipal authorities ("Environmental Laws"), including without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, the Federal Resource Conservation and Recovery Act, the Massachusetts Hazardous Waste Management Act, the Federal Water Pollution Control Act, the Federal Clean Air Act, the Massachusetts Wetlands Protection Act and the provisions of Chapter 92 and Chapter 21 of the Massachusetts General Laws. The Mortgagor further agrees to indemnify and hold the Mortgagee harmless from and against all liability and loss, cost, damage or expense, including attorneys' fees, which the Mortgagee may sustain by reason of any claimed or actual breach or violation of any such laws, rules, ordinances and regulations. Further, the Mortgagee shall have the right, but not the obligation, to enter upon the Mortgaged Premises and expend funds to cure any Event of Default of the Mortgagor under or with respect to any such laws, rules, ordinances and regulations, and the Mortgagor will promptly repay to Mortgagee upon demand any such expenses thereby incurred, the repayment of such expenses to be secured hereby as fully and effectually as any obligation of the Mortgagor hereby secured. In the event that the Mortgagee might incur liability under the foregoing laws, rules, ordinances or regulations by virtue of foreclosure hereunder, the Mortgagee may, in its sole discretion, determine to obtain satisfaction of the obligations of the Mortgagor under the Note, hereunder and under the Loan Documents from the Mortgagor, any maker, any guarantors or from other security and the Mortgagee shall be under no obligation to take any action with respect to the Mortgaged Premises, except as the Mortgagee may determine from time to time in its sole discretion. Nothing contained herein shall be construed to limit the Mortgagee's rights in the Mortgaged Premises at any time while any of the indebtedness or obligations of the Mortgagor under the Note, hereunder or under the Loan Documents remain outstanding.

17. Senior Mortgages: If this Mortgage is at any time subject or subordinate to another mortgage, the Mortgagor shall not materially modify, amend, or extend such prior mortgage, or the debt or other obligation secured thereby, without the consent of the Mortgagee. Any default under said prior mortgage or the obligations secured thereby shall be an Event of Default hereunder, and the Mortgagee shall be entitled, but not obligated, to cure said default, as provided in paragraph 16 hereof.

18. Events of Default: "Events of Default" hereunder shall mean any of the following which is not cured within the applicable grace and cure periods: (a) neglect or failure to make any payment of principal, interest, or taxes or any other payment required by the terms of the Note or this Mortgage, (b) any representation or warranty of the Mortgagor hereunder shall become untrue in any material respect or the failure of Mortgagor to conform to same, (c) the neglect or failure of the Mortgagor to perform or observe any of Mortgagor's other covenants or agreements contained herein, in the Note or in any of the Loan Documents, or in any other

mortgage, debt or obligation of or from the Mortgagor to the Mortgagee, (d) formal charges are filed against the Mortgagor under either a state or federal law for which forfeiture of the Mortgaged Premises is a potential penalty, (e) the legal or beneficial ownership of the Mortgaged Premises, or any portion thereof or interest therein becomes vested in anyone other than the Mortgagor, (f) the Mortgagor should create or permit to be created any lien or encumbrance in excess of \$10,000.00 to attach to the Mortgaged Premises (except for the payment of real estate taxes and betterment assessments prior to the commencement of interest and penalties thereon) which attachment or encumbrance is not discharged or bonded within thirty (30) days from the date it is attached, (g) upon the death of, or appointment of a guardian or conservator for the Mortgagor, or any guarantors or endorsers (other than an endorser without recourse) of the Note provided that in the event of a death of guarantor, Mortgagor shall have sixty (60) days to provide a substitute guarantor satisfactory to Mortgagee prior to being held in default of this subsection (g), (h) the Mortgaged Premises or any part thereof or any interest therein or in the rents, issues or profits thereof shall be sold, transferred, assigned, leased or otherwise disposed of, (except with the prior written consent of the Mortgagee), (i) any security interest, lien, mortgage or other encumbrance shall be created in the Mortgaged Premises or any part thereof or any interest therein, or in the rent, issues or profits thereof by operation of law or otherwise, whether superior or subordinate to this Mortgage, (except with the prior written consent of the Mortgagee), (j) any foreclosure proceedings under any junior mortgage or any other lien of any kind on the Mortgaged Premises, or any part thereof, should be instituted, (k) any levy or sale upon execution or other like proceedings of any nature shall occur whereby the owner of the Mortgaged Premises shall be deprived of owner's title or right of possession to the Mortgaged Premises or any part thereof, (l) any legal or beneficial interest in Mortgagor or, if the Mortgagor is a partnership, in any general partner of the Mortgagor is transferred either voluntarily or involuntarily unless in the furtherance of bona fide estate planning, (m) by order of a court of competent jurisdiction a receiver or liquidator or trustee of the Mortgagor shall be appointed for the record owner for the time being of the Mortgaged Premises or any guarantor or endorser of the Note and shall not have been discharged within thirty (30) days, (n) any involuntary petition under the Federal Bankruptcy Code or any other similar statute shall be filed by or against the Mortgagor, the owner of the Mortgaged Premises or any guarantor or endorser of the Note and shall not be dismissed within thirty (30) days after such filing, (o) the Mortgagor, the owner of the Mortgaged Premises or any guarantor or endorser of the Note shall file a petition in voluntary bankruptcy under any provisions of any bankruptcy or reorganization petition under any such law, (p) the Mortgagor, the owner of the Mortgaged Premises or any guarantor or endorser of the Note shall institute any proceeding for its dissolution or liquidation or shall make an assignment or mortgage for the benefit of creditors generally or shall admit in writing an inability to pay the Mortgagor's, or such owner's, guarantor's or endorser's debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator, (q) the Mortgagor, the owner of the Mortgaged Premises or any guarantor or endorser of the Note shall file a petition for an arrangement or reorganization pursuant to the Federal Bankruptcy Code or any other similar statute, (r) the Mortgagor shall fail, within thirty (30) days after written notice from Mortgagee that the Loan-to-Value Ratio exceeds the ratio required in the Loan Agreements of even date, to make a principal payment or to provide additional collateral satisfactory to

Mortgagee, so as to reduce the Loan-to-Value Ratio to that required, or (s) the Mortgagor shall fail, within thirty (30) days after notice from Mortgagee that the Debt Coverage is less than the ratio required, to make a principal payment or to provide additional collateral, satisfactory to Mortgagee, so as to increase the Debt Coverage to that required.

In case of any Event of Default, the entire debt secured hereby, including late payment penalties, shall, at the option of the Mortgagee, become due and payable on demand; provided, however, that the Mortgagee may, without notice to the Mortgagor, deal with the Mortgagor's successor or successors in interest with reference to the Mortgage and the debt secured hereby in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability or obligations with respect to this Mortgage or the debt secured hereby.

In the case of an Event of Default by Mortgagor under the Note or any of the Loan Documents, with respect to the Personal Property, the Holder shall have all remedies of a secured party under the Massachusetts Uniform Commercial Code as now in effect, including, without limitation, the option to proceed against the Real Property, Personal Property, Revenues, Leases, Permits and Contracts under this Mortgage and under the law relating to foreclosure of real estate mortgages, and such further remedies as from time to time may hereafter be provided by Massachusetts law to a secured party, and upon the condition that all rights of the Mortgagee under this Mortgage as to the Real Property, Personal Property, Revenues, Leases, Contracts and Permits may be exercised together or separately.

In exercising its power of sale as a secured party or mortgagee under this Mortgage, the Mortgagee may sell any portion of the Mortgaged Premises, either separately from or together with any other part thereof, either as one unit or in such separate units, all as the Mortgagee may in its discretion elect; and pursuant thereto the Mortgagee hereof may sell the Personal Property or any part thereof either separately from or together with the whole or any part of other collateral which may constitute security for payment and performance of all matters for which the Personal Property is hereby given as collateral, all as the Mortgagee may in its discretion elect. In the event of any separate sale of Personal Property, the Mortgagee will give to the Mortgagor reasonable notice of time and place of any public sale or of the time after which any private sale or other intended disposition thereof is to be made, such requirement of reasonable notice shall be met if notice thereof is mailed postage prepaid to the Mortgagor at least five (5) days before the time of the scheduled sale or other disposition.

19. Waivers; Deficiency: No sale of the Mortgaged Premises and no forbearance on the part of the Mortgagee or extension of the time for the payment of the debt secured hereby or any other indulgence given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor, nor the priority of this Mortgage, either in whole or in part, notice of such forbearance, extension or other indulgence being hereby expressly waived.

20. Notice: Any notice, demand or other communication from the Mortgagee to the Mortgagor shall be deemed satisfactorily given upon depositing the same in writing in the United States Mail by certified or registered mail, postage prepaid, addressed to the Mortgagor (or any one of them if there be more than one) at the Mortgagor's latest address in the mortgage records maintained by the Mortgagee.

21. Severability; Cumulative Rights: In case any provision of the Note, this Mortgage, or any of the Loan Documents shall be found unenforceable or invalid for any reason, the enforcement of any other provision hereof shall not be impaired thereby, and such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, shall be deleted from the Note, this Mortgage, or the Loan Documents, as the case may be. All rights and remedies of Mortgagee hereunder and under the Note and Loan Documents or otherwise available in law or equity, are cumulative and concurrent and may be exercised singly, successively, or concurrently.

22. Cure Periods: Except as otherwise provided herein, or in the Note, the Mortgagor shall be entitled to the following grace periods to cure defaults hereunder:

(i) monetary defaults: 15 days

(ii) non-monetary defaults (except those described in clauses (f) and (m) through (s) of Section 18 hereof as to which there shall be no cure period except as otherwise stated in those clauses): 30 days following written notice from Mortgagee to Mortgagor

(iii) non-monetary defaults which cannot reasonably be cured within thirty (30) day period (except those described in clauses (f) and (m) through (s) of Section 20 hereof): such additional period of time as is reasonably necessary to diligently cure the same, but not more than ninety (90) days from the date of the notice, provided that the Mortgagee is adequately secured during such additional period. This additional cure period shall not be available for the failure to pay insurance premiums (or cancellation of insurance for any other reason).

23. Amendment. This Mortgage may not be modified, amended, discharged, or waived orally, but only by an agreement in writing signed by the party against whom any such modification, amendment, discharge, or waiver is sought.

24. Binding Effect: The word "Mortgagor" as used herein means the Mortgagor named herein, whether one or several, and also means any subsequent owner or owners of the equity of redemption of the Mortgaged Premises. If there is more than one (1) Mortgagor, the covenants and warranties thereof shall be joint and several. All of the covenants and agreements of the Mortgagor herein contained shall constitute covenants running with the Mortgaged Premises and shall be binding upon the Mortgagor and the heirs, executors, administrators, successors, and assigns of the Mortgagor and shall enure to the benefit of the Mortgagee, its successors and assigns. The Mortgagee shall have the right, without notice to or

consent of the Mortgagor, to sell, assign or participate all or any portion of its interests in the Mortgaged Premises and the Loan Documents. In the event that the Mortgagee assigns this Mortgage, the Mortgagor agrees to deal with any such assignee after notice of such assignment.

25. Captions: The captions of the sections of this Mortgage are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

26. Statutory Condition: This Mortgage is upon the **STATUTORY CONDITION** and upon the further condition that all covenants agreements of the Mortgagor and the Guaranty of the Note, this Mortgage, and the Loan Documents from the Mortgagor to the Mortgagee shall be kept and fully performed, and upon any breach of the same the Mortgagee shall have the **STATUTORY POWER OF SALE** and any other powers given by statute.

27. Waiver of Jury Trial: **THE MORTGAGOR AND MORTGAGEE IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING HEREAFTER INSTITUTED BY OR AGAINST ANY OF THEM IN RESPECT OF THE LOAN DOCUMENTS, AS MODIFIED BY THIS AGREEMENT, OR ARISING OUT OF ANY DOCUMENT, INSTRUMENT OR AGREEMENT, EVIDENCING, GOVERNING OR SECURING THE LOAN DOCUMENTS.**

28. That wherever the words **STATUTORY CONDITION AND STATUTORY POWER OF SALE** appear herein, they shall have such meaning as is provided by the law of the State in which the mortgaged premises are located, as amended from time to time;

29. That in case the Mortgagee in the exercise of the **STATUTORY POWER OF SALE** herein given elects to sell in separate parcels, said sales may be held from time to time, and that the **STATUTORY POWER OF SALE** shall not be exhausted or extinguished until all of the mortgaged premises not previously released shall have been sold, notwithstanding that the proceeds of such sales exceed or may exceed the sum of money then secured hereby;

30. That in the event of foreclosure sale under this Mortgage, the Mortgagee and its successors and assigns are hereby authorized and empowered to assign and transfer to the purchaser at the sale all insurance policies, leases, licenses and permits pertaining to the mortgaged premises and their use. Also, in the event of a foreclosure, the Mortgagor assigns to the Mortgagee any and all claims, rights and causes of action which he has or may have against any corporation, company, trustee or individual arising in connection with said mortgaged premises and affecting the value of said mortgaged premises. The Mortgagor further agrees to indemnify the Mortgagee, if it elects to prosecute any such claim, right or cause of action, for any and all costs and expenses incurred thereby;

31. That this Mortgage is security for the payment of the aforesaid obligation and all other direct and contingent liabilities of the Mortgagor to the Mortgagee due, or to become due, whether now existing or hereafter incurred;

32. That if any one or more of the provisions of this Mortgage is found to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall not limit or impair enforcement of any other provision hereof;

33. That wherever the words Mortgagor and Mortgagee are used herein they shall include their several and respective heirs, executors, administrators, devisees, successors, grantees and assigns, subject to the limitations of law and of this instrument, and if the context hereof admits or requires, the words "Mortgagor" and "Mortgagee" and the pronouns referring to them shall be construed as plural, neuter or feminine. The word "holder" as used herein shall be taken to mean the Mortgagee, its successors or assigns;

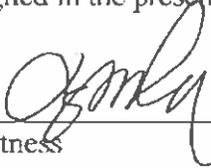
34. That all the covenants, conditions, stipulations and authorizations herein contained are joint and several if the Mortgagor is more than one person, and shall apply to and be binding upon the heirs, executors, administrators, devisees, successors and assigns of the Mortgagor herein. This instrument shall take effect as a sealed instrument.

35. So long as Mortgagor is not in default of its obligations hereunder or under the Loan Documents, Mortgagee agrees to partially releases lots from the lien of this Mortgage upon request of the Mortgagor upon payment of a principal reduction payment of \$200,000.00 for each lot plus repayment of all other advanced principal with accrued and unpaid interest relating to the single-family home constructed on such lot to be partially released.

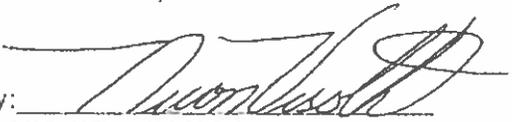
Executed as a sealed instrument this 10th day of December 2024.

Signed in the presence of:

KHLAHANN, LLC



Witness

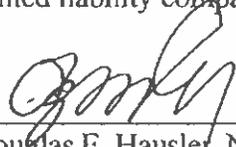
By: 

VISOTH NUON, Manager

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 10th day of December 2024 then personally appeared the above-named VISOTH NUON, as Manager as aforesaid, and having provided evidence of identification in the form of a driver's license, acknowledged the foregoing instrument to be his free and voluntary act and deed, duly authorized as Manager on behalf of said limited liability company trust, before me,



Douglas E. Hausler, Notary Public
My commission expires: 12/13/2024

 **DOUGLAS E. HAUSLER**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 13, 2024

EXHIBIT A

Address: 133 Princeton Street, North Chelmsford, MA

A certain parcel of land situated in Chelmsford, in the County of Middlesex, and said Commonwealth, bounded and described as follows:

- NORTHEASTERLY by Princeton Street, one hundred fifty (150.00) feet;
- SOUTHEASTERLY by land now or formerly of William J. Quigley, four hundred thirty-seven and 60/100 (437.60) feet;
- WESTERLY by land now or formerly of Wladyslaw Deputat, one hundred seventy-nine (179.00) feet;
- NORTHWESTERLY by Lot 2, three hundred thirty-nine and 79/100 (339.79) feet.

All of said boundaries are determined by the Land Court to be located as shown on Subdivision Plan 12020-B, drawn by Donald S. Fox, Surveyor, dated March 9, 1970, as approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title 18030, and said land is shown as Lot one (1) on said plan.

For title, see Certificate of Title No. 45894 filed in the Middlesex North District, Land Court Division in Book 232, Page 127.

**LEGAL NOTICE
TOWN OF
CHELMSFORD
PUBLIC HEARING**

The Select Board will conduct a Public Hearing under the provisions of M.G.L. c.138 on February 9, 2026, at 6:00PM in Room 204 of the Town Offices, 50 Billerica Rd. on the application for an Alteration of Premises and Pledge of License on the All Alcoholic Beverages Package Store License for Kanissa, Inc, DBA Chelmsford Wine and Spirits exercised on the premises at 133 Princeton Street.

Select Board

1/29/2026

#NY0166896

