

Select Board Meeting

Tuesday, May 27, 2025

6:30 PM

Select Board Room, Town Offices

36 Bartlet Street Andover, MA 01810

RECEIVED
TOWN CLERK'S OFFICE

2025 MAY 22 PM 3:32

TOWN OF ANDOVER, MA

I. Call to Order – 6:30 P.M.

II. Executive Session

- A. Board to vote to go into Executive Session for confidential communication with special town counsel pursuant to option 3 to discuss strategy with respect to collective bargaining for the America Federation of State, County and Municipal Employees State Council 93 Local 1704 AFL-CIO, Andover Independent Employees Association, Andover Police Patrolman's Union Massachusetts Coalition of Police Local 477, Andover Police Superior Officers Association NEBPA Local 99, Andover Public Safety Communicators NEBPA Local 109 and International Association of Firefighters Local 1658 AFL-CIO; and for the Chair to declare that an open session may have a detrimental effect on the negotiating position of the Town; and/or
- B. Board to vote to go into Executive Session pursuant purpose 7 to approve and release or not release Executive Session minutes of May 12, 2025; and to return to open session.

III. Opening Ceremonies

- A. Moment of Silence/Pledge of Allegiance
- B. Proclamation in Recognition of Pride Month

IV. Town Manager Report

- A. Update on Implementation of Automated Trash and Recycling Program

V. Communications/Announcements/Liaison Reports

VI. Public Comment

VII. Regular Business

- A. Farmers Market Permit
Board to discuss and consider voting to approve an application from Blisspoint Meadery, located at 1 Fox Run Drive, Bedford, for a Farmers Market Permit for the Andover Farmers Market at The Park every Saturday from June 21, 2025 through October 18, 2025.
- B. Alcoholic Beverages License – Event on Town Owned Property
Board to discuss and consider voting to approve an application from Oak & Iron Brewing Co., located at 18 Red Spring Road, Andover, for a Wine and Malt One-Day Liquor License for use on Town property for the New England Summer Classic Car Show in The Park on July 13, 2025.
- C. Alcoholic Beverages License – Location Closure Update
Board to receive update from Andover Town Market, LLC, doing business as Tavern on 28, pursuant to the Select Board Policy XI.2.C.5, regarding the closure of Tavern on 28 located at 429 South Main Street, Andover, MA and the status of its All Alcoholic Beverages License.

D. Alcoholic Beverages License – Pledge of Collateral

Board to review and consider voting to approve the application of Linchris Hotel, Corp., doing business as Doubletree by Hilton Boston – Andover, for a Pledge of Collateral on its All-Alcohol Pouring License.

E. FY2026-FY2030 Water Main Replacement Program & Water Rate Plan (1st Reading)

Board to vote to go into session to act as Water Commissioners and receive presentation from Town Manager and Director of Public works on the FY2026-FY2030 on updated plans for the water main replacement program and rate adjustments. to set FY 2026 Water Rates and to accept a water main replacement recommendation.

VIII. Consent Agenda

A. Appointments by the Town Manager

Board to vote that the following appointments by the Town Manager be approved.

Board/Commission	Name	Position	Start	Expiration
Andover Housing Trust Fund Board of Trustees	Carolyn Finlay	Member	07/01/2025	06/30/2028
Ballardvale Historic District Commission	Joanna Reck	Member	07/01/2025	06/30/2028
Board of Health	Deborah Enegess	Member	07/01/2025	06/30/2028
Commission on Disability	Mary Eileen Reilly	Member	07/01/2025	06/30/2028
Conservation Commission	Ruby Brown	Member	07/01/2025	06/30/2028
Conservation Commission	Miranda Chave	Member	07/01/2025	06/30/2028
Conservation Commission	Jon Honea	Member	07/01/2025	06/30/2028
Council on Aging	Gail Bloom	Member	07/01/2025	06/30/2028
Cultural Council	Tanja King	Member	07/01/2025	06/30/2027
Design Review Board	Kenneth Feyl	Member	07/01/2025	06/30/2028
Design Review Board	Adam Knoll	Member	07/01/2025	06/30/2028
Emergency Management	Patrick Keefe	Director	07/01/2025	06/30/2026
Forest Warden	Kyle Murphy	Fire Chief	07/01/2025	06/30/2026
Keeper of Lockup	Patrick Keefe	Police Chief	07/01/2025	06/30/2026
Merrimack Valley Planning Commission	Jacki Byerley	Alternate Member	07/01/2025	06/30/2026
Merrimack Valley Regional Transit Authority	Jacki Byerley	Member	07/01/2025	06/30/2026
Merrimack Valley Regional Transit Authority	Paul Materazzo	Alternate Member	07/01/2025	06/30/2026
Merrimack Valley Regional Transit Authority	Lisa Schwarz	Alternate Member	07/01/2025	06/30/2026
Patriotic Holiday Committee	James Bedford	Member	07/01/2025	06/30/2026
Patriotic Holiday Committee	Calvin Deyermond	Member	07/01/2025	06/30/2026
Patriotic Holiday Committee	Brian Masterson	Member	07/01/2025	06/30/2026
Patriotic Holiday Committee	Scott Parrish	Member	07/01/2025	06/30/2026
Patriotic Holiday Committee	Calvin Perry	Member	07/01/2025	06/30/2026
Patriotic Holiday Committee	Edward Ratyna	Member	07/01/2025	06/30/2026
Patriotic Holiday Committee	Francis Ritterhaus	Member	07/01/2025	06/30/2026
Patriotic Holiday Committee	Andrew Sievert	Member	07/01/2025	06/30/2026
Patriotic Holiday Committee	Stephen Wallingford	Member	07/01/2025	06/30/2026

Permanent Town Building Advisory Committee	Daniel Casper	Member	07/01/2025	06/30/2028
Permanent Town Building Advisory Committee	David Giangrande	Member	07/01/2025	06/30/2028
Permanent Town Building Advisory Committee	Ellen Keller	Member	07/01/2025	06/30/2028
Permanent Town Building Advisory Committee	Keith Taverna	Member	07/01/2025	06/30/2028
Towle Fund Trustees	Sandra Levine	Member	07/01/2025	06/30/2028
Trustees of Spring Grove Cemetery	Kenneth Ozoonian	Member	07/01/2025	06/30/2028
Veterans Service Agent	Mark Comeiro	Agent	07/01/2025	06/30/2026

IX. Adjourn

If any member of the public wishing to attend this meeting seeks special accommodations in accordance with the Americans with Disabilities Act, please contact Amy Heidebrecht in the Town Manager's Office at 978-623-8213 or by email at amy.heidebrecht@andoverma.us

MEETINGS ARE TELEVISED ON
COMCAST CHANNEL 22 AND VERIZON CHANNEL 45

PROCLAMATION

WHEREAS: The Andover Select Board recognizes and proclaims the month of June 2025 as Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) Pride Month throughout Andover; and

WHEREAS: Andover recognizes that all human beings are born free and equal in dignity and rights. LGBTQ+ individuals have had immeasurable impact to the cultural, civic and economic successes of our town; and

WHEREAS: Andover is committed to supporting visibility, dignity and equality for LGBTQ+ people in our diverse community; and

WHEREAS: Celebrating Pride Month influences awareness and provides support and advocacy for Andover's LGBTQ+ community, and is an opportunity to take action and engage in dialogue to strengthen alliances, build acceptance, eliminate prejudice and advance equal rights.

NOW, THEREFORE: We, the Town of Andover Select Board hereby issue this Proclamation and declares June 2025 LGBTQ+ Pride Month in the Town of Andover and urge all residents to take part in this observance.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the seal of the Town of Andover to be affixed this twenty-seventh day of May in the year two thousand twenty-five.

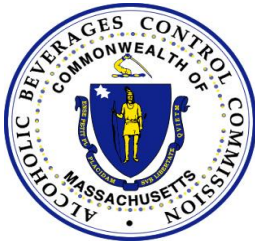
Alex J. Vispoli, Chair

Ellen Townson, Vice Chair

Melissa Morris Danisch, Clerk

Kevin Coffey

Laura M. Gregory



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

Jean M. Lorizio, Esq.
Chairman

**ALCOHOLIC BEVERAGES CONTROL COMMISSION (“ABCC”) ADVISORY
REGARDING CHANGES TO M.G.L. c. 138, § 15F- FARMER’S MARKET PERMIT**

On November 20, 2024, Governor Maura Healey signed (in part) “An Act Relative to Strengthening Massachusetts’ Economic Leadership” which made changes to Farmer’s Market Permits (M.G.L. c. 138, § 15F). The text of the bill can be found [HERE](#).

Farmer brewers (M.G.L. c. 138, § 19C), pub brewers (M.G.L. c. 138, § 19D), and farmer distillers (M.G.L. c. 138, § 19E) are now allowed to apply to local licensing authorities for the issuance of Farmer’s Market Permits. Farmer wineries (M.G.L. c. 138, § 19B) may still apply to local licensing authorities for the issuance of Farmer’s Market Permits.

This type of license is issued at the sole discretion of the Local Licensing Authorities and does not require the approval of the ABCC.

The application can be found using this link, <https://www.mass.gov/info-details/apply-for-a-special-license-or-permit-abcc>. The application was drafted to assist with these licenses, and it is modeled after our farmer series license applications. The use of this application is not required but is an additional tool to assist in simplifying the process. Its use is solely at the discretion of the Local Licensing Authorities, which may require additional information that it believes is appropriate.

All applicants must submit a certification from the Massachusetts Department of Agricultural Resources that the Farmer’s Market, for which they are seeking a license, is an “agricultural event.” These licenses are not subject to the quota or limit on the number of section 15 licenses that otherwise exist in each city or town.

As always, all licensees must ensure that they comply with the laws of the Commonwealth of Massachusetts, and that sales of alcoholic beverages take place only as authorized by federal, state, and local law.

Questions concerning this Advisory may be directed to Ralph Sacramone, Executive Director of the Massachusetts Alcoholic Beverages Control Commission at (617) 727- 3040 x 731.

(Issued 11/22/2024)

Farmer's Market Permit Application

MGL Ch. 138 §15F

Municipality:

Farmer's Market Permits allow wineries, breweries, and distilleries to provide samples of their produced alcoholic beverages and sell by the bottle/case their product for off-premises consumption.

This application should be completed and submitted to the Local Licensing Authority in the city/town in which the agricultural event is taking place along with certification from the [MA Department of Agricultural Resources](#) that the Farmer's Market for which they are seeking a license is an "agricultural event" and a copy of their state issued license to produce wines, malt beverages, and/or distilled spirits.

For more information on the Farmer's Market Permit, please visit the [ABCC website](#).

1. CONTACT INFORMATION

Please provide contact information for the individual the licensing authorities should contact regarding this form.

Name: Phone:
Title: Email:

2. LICENSEE INFORMATION

Entity Name: ABCC License Number:
(if applicable)
DBA: ABCC License Type:
(if applicable)
Manager of Record:
Premises Address: City/Town: State: Zip:
Phone: Email:

3. EVENT INFORMATION

A. Farmer's Market licenses are only permitted at events that the Department of Agriculture has certified as Agricultural Events.

Please attach documentation from the Department of Agricultural Resources certifying that this is an agricultural event.

Date(s) of Event:

B. Description of Premises

Please describe the location where alcoholic beverages will be sold within the agricultural event.

Event Address: City/Town: State: Zip:

Describe area to be licensed:

Farmer's Market Application
MGL Ch. 138 §15F

C. Event Contact

Please provide information for contact on the day of the event.

Name:

Phone:

Email:

4. EXISTING LICENSES TO MANUFACTURE, EXPORT, AND SELL AT RETAIL

List the license(s) you hold which authorize the manufacture, exportation and retail sale of wine, malt beverages, or distilled spirits to consumers: (Attach a copy of each license to this application). Please use the Additional Space at the end of the application if needed.

Entity Name	License Type	License Address
Blisspoint LLC	MA ABCC Farmer-Winery	1 Fox Run Rd, Bedford MA 01730

5. TRANSPORTATION AND DELIVERY

Please identify the business(es) or individuals that will transport alcohol from the license(s) listed above to the Farmer's Market premises.

Entity or Individual	ABCC License Type	ABCC License Number
Blisspoint LLC	Transportation and Delivery Permit	TR-LIC-005556

6. DISCLOSURE OF DISCIPLINARY ACTION

Have any of the licenses listed in Section 4 ever been suspended, revoked, or cancelled? Yes No

Date of Disciplinary Action	License Number	Reason for Dicipinary Action

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, I have filed all state tax returns and paid all state taxes required under law. I further understand that each representation in this application is material to the determination of the application and state under penalty of perjury that all statements and representations therein are true.

Signature:

Title:

Date:

ADDITIONAL SPACE

Please note which question(s) for which you are utilizing this space.

A large, empty rectangular box with a thin black border, occupying most of the page. It is intended for students to write in, indicating which question(s) they are utilizing this space for.



Blisspoint

William Raveis Real Estate - Andover

Andover Senior Center

Andover Town Clerk's Office

Chestnut St

Chestnut St

Bartlet St

Bartlet St

21
21-23

25 R

29

27

34

30

57

6

46

44

42

40

38

36



**TOWN OF ANDOVER
TOWN CLERK'S OFFICE**

36 Bartlet Street
Andover, MA 01810
978-623-8230
www.andoverma.gov

TAX FORM

APPLICANT NAME: Jeff Venuti

I certify under penalties of perjury that the above named applicant has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of Individual or Corporate Name:

(Required for all applicants) Blisspiont Meadery

Name of Corporate Officer:

(Required if applicant is a corporation) Jeff Venuti

Social Security #:

(Required if applicant is an individual) _____

Federal Identification Number (FID #):

(Required if applicant is a corporation or non-profit): ██████████

This license will not be issued unless the certification clause is signed by the applicant.

Your social security or FID number will be furnished to the Massachusetts Department of Revenue to determine if you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass General Laws c. 62, s. 49A.



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 Office of Investigations
 Lafayette City Center
 2 Avenue de Lafayette, Boston, MA 02111-1750
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Blisspoint Meadery

Address: 1 Fox Run Rd.

City/State/Zip: Bedford, MA 01730 Phone #: 617-466-9658

Are you an employer? Check the appropriate box:

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

Business Type (required):

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

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

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

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

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

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

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

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

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

Signature:  Date: 3/19/2025

Phone #: _____

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

City or Town: _____ Permit/License # _____

Issuing Authority (check one):

1. Board of Health
2. Building Department
3. City/Town Clerk
4. Licensing Board
5. Selectmen's Office
6. Other _____

Contact Person: _____ Phone #: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/06/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lyman Agency, LLC. Farm Family Ins. 6 Way Rd, Suite 201 Middlefield CT 06455		CONTACT NAME: James Lyman PHONE (A/C, Ho, Ext): 860-349-7064 FAX (A/C, No): 860-349-7065 E-MAIL ADDRESS: J.Lyman@American-National.com	
INSURED Blisspoint Meadery Jeffrey Venuti 1 Fox Run Road Bedford MA 01730		INSURER(S) AFFORDING COVERAGE INSURER A: Farm Family Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Commercial Package Policy GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 100,000 PROPERTY DAMAGE (Per accident) \$ 300,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability						Liquor Liability \$1,000,000 occ \$2,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Andover Farmers Market is additional insured with regard to commercial general liability

CERTIFICATE HOLDER Andover Farmers Market 41 Central Street Andover, MA 01810	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
-----------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



Commonwealth of Massachusetts
Office of the State Treasurer
Alcoholic Beverages Control Commission

FARMER-WINERY LICENSE

M.G.L. c. 138, § 19B

This Farmer-Winery License authorizes the following licensee to produce, rectify, blend, or fortify, keep and expose for sale and to sell wine containing not more than twenty-four percent alcohol by weight:

Blisspoint LLC DBA Blisspoint

1 Fox Run Rd.
Bedford, MA 01730

Approved by the Alcoholic Beverages Control Commission on December 16, 2024

Jean M. Lorizio

Jean Lorizio, Chairman

Crystal Matthews

Crystal Matthews, Commissioner

Deborah A. Baglio

Deborah Baglio, Commissioner

THIS LICENSE WILL EXPIRE DECEMBER 31, 2025 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD
THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS PLACE WHERE IT CAN BE EASILY READ



Commonwealth of Massachusetts
Office of the State Treasurer
Alcoholic Beverages Control Commission

TRANSPORTATION & DELIVERY PERMIT

M.G.L. c. 138, § 22

This Permit hereby authorizes the use of the following vehicle for transportation and delivery of alcoholic beverages:

Vehicle Plate Number



Related License:
Blisspoint LLC

ABCC License Number: FW-LIC-000138

License Type: Farmer Winery

Approved by the Alcoholic Beverages Control Commission on December 16, 2024

Jean M. Lorzio

Jean Lorzio, Chairman

Crystal Matthews

Crystal Matthews, Commissioner

Deborah A. Baglio

Deborah Baglio, Commissioner



THIS PERMIT WILL EXPIRE DECEMBER 31, 2025 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD

THIS PERMIT SHALL BE CARRIED IN THE VEHICLE AT ALL TIMES



March 19, 2024

Blisspoint Meadery
c/o Jeff Venuti
1 Fox Run Road
Bedford, MA 01730

This letter of acceptance confirms the approval of Blisspoint Meadery, license number FW-LIC-000138 operating from 1 Fox Run Road in Bedford, MA at the Andover Farmers Market from June 21 to October 18, 2025. The market is located at 41 Central Street in Andover, MA and will be open every Saturday between 9:00 AM to 1:00 PM.

Sincerely,

Fran Healey

Fran Healey
Manager, Andover Farmers Market

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources
100 Cambridge Street, 9th Floor, Boston, MA 02114
www.mass.gov/agr



Maura T. Healey
GOVERNOR

Kimberley Driscoll
LIEUTENANT

Rebecca L. Tepper
SECRETARY

Ashley E. Randle
COMMISSIONER

3/27/2025

Jeff Venuti
Blisspoint Meadery
1 Fox Run Rd
Bedford, MA 01730

Dear Jeff Venuti,

Please be advised that your application for certification of the Andover Farmers Market occurring Saturdayss 6/21/2025 through 10/18/2025 between the hours of 09:00 AM to 01:00 PM as an agricultural event pursuant to M.G.L.c. Section 15F has been approved.

Please remember that, upon certification of an agricultural event by MDAR, the farm-winery, farm-brewery, pub-brewery or farm-distillery must submit a copy of the approved application to the local licensing authority along with the application for obtaining a special license from the city or town in which the event will be held. Upon issuance of a special license, the winery should confirm that a copy of the special license was sent by the local licensing authority to the Alcoholic Beverages Control Commission (ABCC) at least seven (7) days prior to the event.

A handwritten signature in blue ink that reads "Ashley E. Randle".

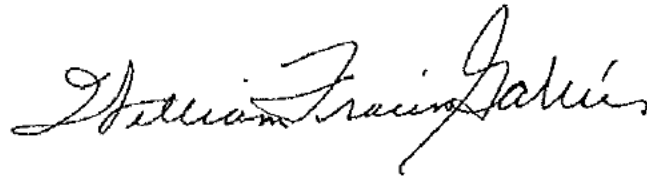
Ashley E. Randle, Commissioner

[REDACTED] Date: 7/25/2017 12:21:00 AM

THE COMMONWEALTH OF MASSACHUSETTS

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

July 25, 2017 12:21 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



RECEIVED
TOWN CLERK'S OFFICE
2025 APR 24 AM 10:07
TOWN OF ANDOVER, MA

**TOWN OF ANDOVER
TOWN CLERK'S OFFICE**

36 Bartlet Street
Andover, MA 01810
978-623-8230
www.andoverma.gov

**SPECIAL ONE DAY LIQUOR LICENSE FOR AN OUTDOOR EVENT ON TOWN PROPERTY
APPLICATION**

BUSINESS/ORGANIZATION INFORMATION	
BUSINESS/ORGANIZATION NAME:	OAK & IRON BREWING Co.
BUSINESS/ORGANIZATION ADDRESS:	18 RED SPRING RD ANDOVER MA 01810
IS THIS A BUSINESS OR NON PROFIT ORGANIZATION?	<input checked="" type="checkbox"/> BUSINESS <input type="checkbox"/> NON PROFIT ORGANIZATION
SOCIAL SECURITY/FID #:	[REDACTED]
INDIVIDUAL APPLICANT INFORMATION (THIS INFORMATION IS REQUIRED FOR ALL APPLICATIONS)	
NAME:	James Cass
ADDRESS:	15 GREAT LAKE LANE
PHONE:	978.936.3510 (M)
EMAIL:	[REDACTED]
DRIVER'S LICENSE #/STATE OF ISSUE:	[REDACTED]
DATE OF BIRTH:	[REDACTED]
EVENT INFORMATION	
DATE OF EVENT:	July 13 2025 <i>RAIN DATE July 20th</i>
TIME:	Start Time 11 :00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM End Time 3 :00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
PURPOSE OF EVENT:	NEW ENGLAND SUMMER CLASSIC CAR SHOW HOSTED BY ANDOVER CENTER FOR HISTORY + CULTURE
LOCATION OF LICENSED ACTIVITY:	TOWN PARK
DESCRIPTION OF OUTDOOR AREA:	THE CARS WILL BE DISPLAYED ON BARTLETT ST. AND IN THE TOWN OFFICES PARKING LOT OFF OF BARTLETT ST. THE BEER GARDEN WILL BE SET UP BY THE GAZEBO IN THE TOWN PARK.
WILL THERE BE ENTERTAINMENT?	No
IS THE EVENT BEING CATERED?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (if no, will food be served? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO)
APPROX NUMBER OF PEOPLE ATTENDING:	Adults <u>± 2000</u> Children <u>± 200</u>

FOOD TRACK

PURCHASE AND SERVICE	
IS THE ALCOHOL BEING DONATED?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
WHERE IS THE LIQUOR BEING PURCHASED FROM?	OAK & IRON BREWING Co.
ARE THEY A LICENSED WHOLESALER?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
WHO WILL BE SERVING THE ALCOHOL?	TIPS CERTIFIED OAK & IRON STAFF
IS AT LEAST ONE SERVER TIPS CERTIFIED OR HAVE COMPARABLE SAFETY TRAINING?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

SECURITY PLAN	
1. DESCRIBE A PLAN FOR CROWD CONTROL.	SEE ATTACHED DOCUMENT
2. DESCRIBE A PLAN FOR DEALING WITH UNRULY PATRONS.	"
3. DESCRIBE A PLAN FOR EMERGENCY EVACUATIONS.	"
4. DESCRIBE A PLAN FOR CONTROLLING ACCESS TO ALCOHOL BY UNDER AGED PATRONS.	"

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable Alcohol Control Laws of the State of Massachusetts and policies and regulations of the Town of Andover.

SIGNATURE: James R. Carr DATE: 04.18.2025

This application must be pre-approved by the Police Department, Fire Department, Health Department, Building Division, and Treasurer before final approval by the Select Board.

Security Plan

Controlling Access to Alcohol

- ID station
- Proper ID, right hand stamp
- Server checks for stamp before serving
- “one stamp – one beer”
- 3 beer limit
- Representative @ exit ensuring containment of alcohol

Controlling Unruly Customers

- Highly unlikely (audience, time of day, nature of event)
- Servers TIPS trained
- Jim (owner & manager) @ serving station
- If needed, contact police

Provisions for Crowd Control

- Oak & Iron Brewing Co. manage inflow of people @ entrance

Emergency Evacuation

- Alcohol perimeter easily pushed over
- Pop up tent easily removed

TAX FORM


APPLICANT NAME: JAMES CASS c/o OAK & IRON BREWING Co.

I certify under penalties of perjury that the above named applicant has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

James R. Cass
Signature of Individual or Corporate Name (Mandatory)

James R. Cass
By: Corporate Officer (if corporation)


Social Security# (if individual)


Federal Identification Number (FID# if Corporation or Non Profit#)

This license will not be issued unless the certification clause is signed by the applicant.

Your Social Security or FID number will be furnished to the Massachusetts Department of Revenue to determine if you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. General Laws C. 62c s.49A.



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 1 Congress Street, Suite 100
 Boston, MA 02114-2017
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.
 TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: OAK & IRON Brewing Co

Address: 18 Red Spring Rd

City/State/Zip: ANDOVER MA 01810 Phone #: 973.936.3510

Are you an employer? Check the appropriate box:

- 1. I am an employer with 15 employees (full and/or part-time).*
- 2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
- 4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

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

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

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

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

Insurance Company Name: MA RETAIL MERCHANTS WC GROUP INC / COVERISK

Insurer's Address: 35 BRAINTREE Hill OFFICE PARK, SUITE 206

City/State/Zip: BRAINTREE MA 02105

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 01.01.26

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

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

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

Signature: James R. Cass Date: 11.20.2024

Phone #: 973.936.3510

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

City or Town: Andover Permit/License # _____

Issuing Authority (circle one):

- 1. Board of Health
- 2. Building Department
- 3. City/Town Clerk
- 4. Licensing Board
- 5. Selectmen's Office
- 6. Other _____

Contact Person: Austin Simko, Town Clerk Phone #: 978-623-8230




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/5/2025

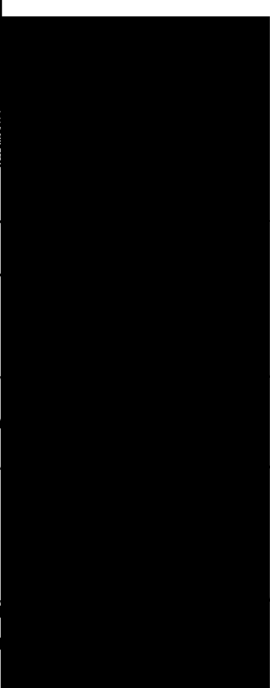
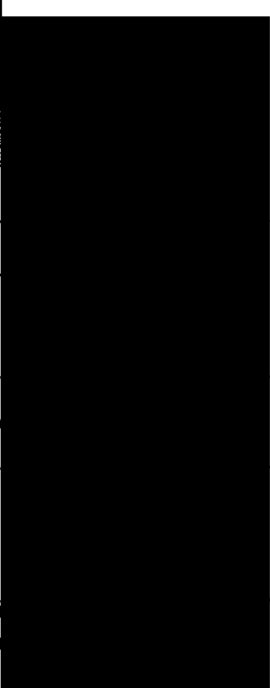
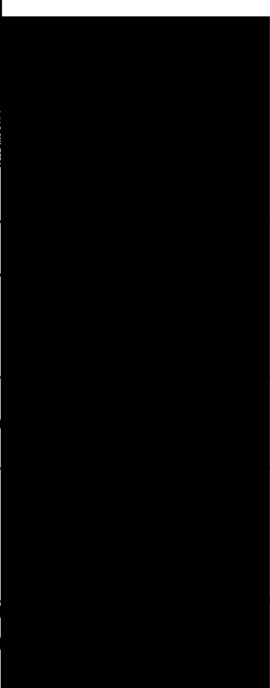
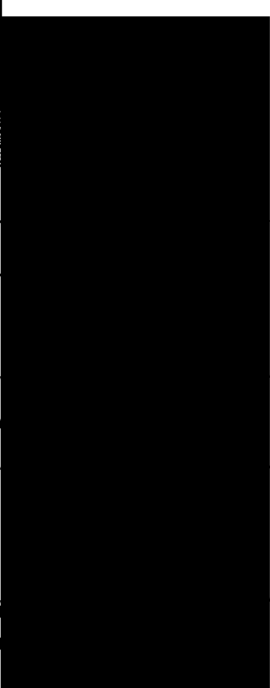
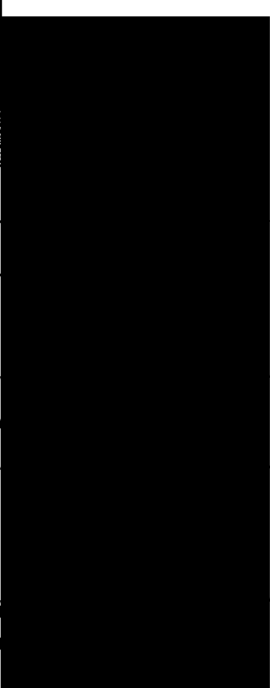
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

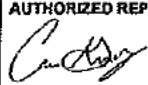
PRODUCER Allen Insurance and Financial 61 Main Street Waterville, ME 04901	CONTACT NAME: PHONE (A/C, No, Ext): (800) 439-4311 E-MAIL ADDRESS: info@allenif.com		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
INSURED Oak & Iron Brewing Co. 18 Red Spring Rd Andover, MA 01810	INSURER A: Tri State Insurance Co		NAIC # 
	INSURER B: Acadia Insurance Co		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000
						AGGREGATE \$ 1,000,000
						Pers & Adv Injury \$ 1,000,000
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Liquor Liability			12/31/2024	12/31/2025	Each Common Cause 1,000,000
B	Liquor Liability			12/31/2024	12/31/2025	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured in regard to the general liability for ongoing operations when agreed in writing in a contract or agreement via the policy broadening endorsement.

CERTIFICATE HOLDER Town of Andover Town Park 36 Bartlet Street Andover, MA 01810	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

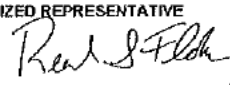
PRODUCER Association Members Insurance Agency 80 Willow Road Nahant, MA 19080	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A : MA Retail Merchants WC Group Inc.		NAIC #
INSURED Oak & Iron Brewing Co., Inc. 18 Red Spring Road, Suite 101 Andover, MA 01810	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER: 1** **REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000.00 E.L. DISEASE - EA EMPLOYEE \$ 100,000.00 E.L. DISEASE - POLICY LIMIT \$ 500,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Location: July 13th at the Town Park call The New England Summer Classica Car Show

CERTIFICATE HOLDER Town of Andover 36 Bartlet Street Andover, MA 18100	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF COMPLETION

This certifies that

James Cass

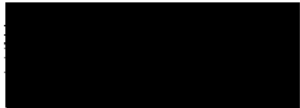
is awarded this certificate for

TIPS On-Premise Alcohol Server Training

Hours
3.00

Completion Date
09/08/2023

Expiration Date
09/07/2026



Scott McFadden
Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

8504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | 877.681.2235 | www.360training.com

DATE HERE

DATE HERE



Issued: 09/08/2023
Certificate #: 011-000000000173

James Cass



CERTIFIED

Expires: 09/07/2026



Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____



Austin Simko
Town Clerk

TOWN OF ANDOVER

Town Clerk's Office
36 Bartlet Street
Andover, MA 01810
978-623-8230
www.andoverma.gov

BY CERTIFIED MAIL

March 17, 2025

Mr. Thomas M. Walsh
Town Market/Tavern on 28
429 South Main Street
Andover, MA 01810

Re: Cessation of Operation of Business and Obligations Regarding Liquor License # 06881-RS-0026

Dear Mr. Walsh,

The Town of Andover recently learned that you have announced through your website and social media that you ceased operation of your restaurant, Tavern on 28, located at 429 South Main Street, Andover, with a closing date of Sunday, March 9, 2025. We are sorry to hear about this closure, as Tavern on 28 and Town Market before it have been important parts of our community.

I am reaching out regarding the liquor license held by Tavern on 28. The cessation of operation of a business holding a liquor license requires the license holder to take several steps with the Town of Andover and the Alcoholic Beverages Control Commission.

The Town of Andover Select Board, the Local Licensing Authority for alcoholic beverage licenses under MGL Chapter 138, has adopted uniform policies and guidelines for the administration of liquor licenses. Section XI.2C.5 of the Select Board Policies states the following:

Any licensee intending to close the licensed premises must notify the Select Board in writing ten (10) days before such closing and shall state in the notice the reason for such closing and the estimated length of such closing. Any licensee intending to close for more than sixty (60) days must appear before the Board to discuss the status of the license.

If your intention is to close permanently, please fill out and return the attached Surrender of License Form. If you do not intend to close permanently, please provide the Select Board with the required notice of closing within five (5) days of receipt of this letter with information on the reason for closing and the estimated length of closing.

Please note that licensed establishments that close permanently must take additional steps with the Alcoholic Beverages Control Commission (ABCC) in regard to their existing inventory. The ABCC can be reached at (617) 727-3040.

Again, I am sorry to hear that your restaurant is closing. Thank you for your attention to these matters.

Sincerely,

Austin Simko
Deputy Town Manager / Town Clerk

Upton Connell & Devlin, LLP

RECEIVED
TOWN CLERK'S OFFICE
2025 MAY 13 AM 10:51

Contact for Joseph H. Devlin, Esq.
171 High Street
Newburyport, MA 01950
617-830-5737

Main Office: TOWN OF ANDOVER, MA
112 Water Street, Suite 201
Boston, Massachusetts 02109
617-227-3277 (Tel)
617-227-3222 (Fax)

The Town of Andover
ATTN: Kathryn Forina
36 Bartlet Street
Andover, MA 01810

RE: Application for a Pledge of License – Linchris Hotel, Corp. d/b/a Doubletree by
Hilton Boston - Andover, 123 Old River Road, Andover, MA 01810

Dear Ms. Forina:

Enclosed please find the following additional documents with regard to the above
referenced application:

- 1) Check in the sum of \$125 made payable to the Town of Andover;
- 2) Town of Andover Alcoholic Beverages License Application
- 3) Tax Form
- 4) Worker's Compensation Affidavit
- 5) Worker's Compensation Insurance Declaration page

Thank you very much for your time and cooperation. If you have any questions or need
additional information, please feel free to email me at episano@ucdlaw.com or call me at (860)
712-2799.

Sincerely,

Elizabeth Pisano
Elizabeth Pisano



TOWN OF ANDOVER

TOWN CLERK'S OFFICE

36 Bartlet Street
Andover, MA 01810
978-623-8230
www.andoverma.gov

ALCOHOLIC BEVERAGES LICENSE APPLICATION

BUSINESS/ENTITY NAME:	Linchris Hotel, Corp.
DBA:	Doubletree by Hilton Boston - Andover
PREMISE ADDRESS:	123 Old River Road Andover, MA 01810
MANAGER/CONTACT NAME:	Steve Gordon
EMAIL:	Steve.Gordon@hilton.com
PHONE:	978-973-3600
BUSINESS MAILING ADDRESS: (If different from premise)	225 Water Street, Ste A-125 Plymouth, MA 02360
FID/SS#:	[REDACTED]

Please select the license transaction for which you are applying below.

Each transaction has an application fee of \$125.00 made payable to TOWN OF ANDOVER.

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

I certify under the penalties of perjury, that the above information is true, and that named applicant has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature: _____

Date: 5/12/25

This license application requires Select Board approval upon prior approval from the Police Department, Fire Department, Health Department, Building Department and Town Treasurer.



**TOWN OF ANDOVER
TOWN CLERK'S OFFICE**

36 Bartlet Street
Andover, MA 01810
978-623-8230
www.andoverma.gov

TAX FORM

APPLICANT NAME: Linchris Hotel, Corp.

I certify under penalties of perjury that the above named applicant has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of Individual or Corporate Name:
(Required for all applicants)

Name of Corporate Officer:
(Required if applicant is a corporation) Glenn M. Gislis

Social Security #:
(Required if applicant is an individual)

Federal Identification Number (FID #):
(Required if applicant is a corporation or non-profit): XXXXXXXXXX

This license will not be issued unless the certification clause is signed by the applicant.

Your social security or FID number will be furnished to the Massachusetts Department of Revenue to determine if you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass General Laws c. 62, s. 49A.



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 1 Congress Street, Suite 100
 Boston, MA 02114-2017
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.
 TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: Linchris Hotel, Corp. d/b/a Doubletree by Hilton Boston - Andover
 Address: 123 Old River Road

City/State/Zip: Andover, MA 01810 Phone #: _____

<p>Are you an employer? Check the appropriate box:</p> <p>1. <input checked="" type="checkbox"/> I am a employer with _____ employees (full and/ or part-time).*</p> <p>2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]</p> <p>3. <input type="checkbox"/> We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**</p> <p>4. <input type="checkbox"/> We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]</p>	<p>Business Type (required):</p> <p>5. <input type="checkbox"/> Retail</p> <p>6. <input checked="" type="checkbox"/> Restaurant/Bar/Eating Establishment</p> <p>7. <input type="checkbox"/> Office and/or Sales (incl. real estate, auto, etc.)</p> <p>8. <input type="checkbox"/> Non-profit</p> <p>9. <input type="checkbox"/> Entertainment</p> <p>10. <input type="checkbox"/> Manufacturing</p> <p>11. <input type="checkbox"/> Health Care</p> <p>12. <input checked="" type="checkbox"/> Other <u>Hotel</u></p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
 **If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

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

Insurance Company Name: New Hampshire Insurance Company
 Insurer's Address: c/o Accretive Global Risk Advisors, LLC
dba Libertate Insurance Services
20 N. Orange Avenue, Suite 500
 City/State/Zip: Orlando, FL 32801

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 1/1/2026

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

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

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

Signature: [Signature] Date: 5/12/25

Phone #: 781-924-2010

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

City or Town: Andover Permit/License # _____

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

Contact Person: Austin Simko, Town Clerk Phone #: 978-623-8230

Upton Connell & Devlin, LLP

Contact for Joseph H. Devlin, Esq.
171 High Street
Newburyport, MA 01950
617-830-5737

Main Office:
112 Water Street, Suite 201
Boston, Massachusetts 02109
617-227-3277 (Tel)
617-227-3222 (Fax)

The Town of Andover
ATTN: Kathryn Forina
36 Bartlet Street
Andover, MA 01810

RE: Application for a Pledge of License – Linchris Hotel, Corp. d/b/a Doubletree by
Hilton Boston - Andover, 123 Old River Road, Andover, MA 01810

Dear Ms. Forina:

Enclosed please find the following documents with regard to the above referenced application:

- 1) ABCC Monetary Transmittal Form;
- 2) Proof of payment to the ABCC in the amount of \$200;
- 3) Department of Unemployment Assistance Certificate of Compliance;
- 4) Department of Revenue Certificate of Good Standing;
- 5) ABCC Application for Amendment – Pledge of Collateral;
- 6) Corporate Vote;
- 7) Pledge Agreement; and
- 8) Note and Term Loan Agreement.

Thank you very much for your time and cooperation. If you have any questions or need additional information, please feel free to email me at episano@ucdlaw.com or call me at (860) 712-2799.

Sincerely,

Elizabeth Pisano

Elizabeth Pisano



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR AMENDMENT-Pledge of Collateral

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) [REDACTED]

ENTITY/ LICENSEE NAME Linchris Hotel, Corp. d/b/a Doubletree by Hilton Boston - Andover

ADDRESS 123 Old River Road

CITY/TOWN Andover

STATE MA

ZIP CODE 01810

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 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="checkbox"/> 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

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Linchris Hotel Corp. d/b/a Doubletree by Hilton	\$200.00
		\$200.00

Total Convenience Fee: \$5.18

Date Paid: 5/2/2025 10:43:27 AM EDT

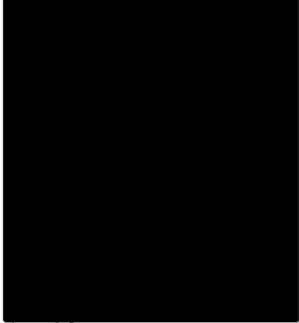
Total Amount Paid: \$205.18

Payment On Behalf Of
License Number or Business Name:
 Linchris Hotel, Corp. d/b/a Doubletree by Hilton

Fee Type:
 FILING FEES-RETAIL

Billing Information
First Name:
 Joseph

Last Name:
 Devlin



Email Address:
 atalbot@ucdlaw.com

DOR COGS
and
DUA COC



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner
mass.gov/dor



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LINCHRIS HOTEL CORP
225 WATER ST STE A125
PLYMOUTH MA 02360-6247



Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, LINCHRIS HOTEL CORP 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:

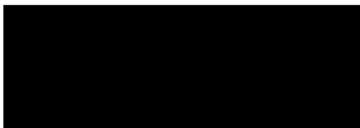
April 30, 2025

Letter ID:



Employer ID (FEIN):

LINCHRIS HOTEL CORPORATION
225 WATER ST STE A125
PLYMOUTH MA 02360-6247



The Department of Unemployment Assistance certifies that as of 29-Apr-2025, LINCHRIS HOTEL CORPORATION 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 29-May-2025 .

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



Department of Unemployment Assistance
Commonwealth of Massachusetts
Executive Office of Labor & Workforce Development

IMPORTANT NOTICE

This document contains important information. Please have it translated immediately.

В данном документе содержится важная информация. Вам необходимо срочно сделать перевод документа.

Este documento contiene información importante. Por favor, consiga una traducción inmediatamente.

Docikman sa gen enfòmasyon enpòtan. Tanpri fè yon moun tradwi l touswit.

Questo documento contiene informazioni importanti. La preghiamo di tradurlo immediatamente.

Este documento contém informações importantes. Por favor, traduzi-lo imediatamente.

此文件含有重要信息。請立即找人翻譯。

본 문서에는 중요한 정보가 포함되어 있습니다. 본 문서를 즉시 번역하도록 하십시오.

Tài liệu này có chứa thông tin quan trọng. Vui lòng dịch tài liệu này ngay.

ເອກະສານສະບັບນີ້ມີຂໍ້ມູນສໍາຄັນ. ກະລຸນາແຈ້ງເອກະສານສະບັບນີ້ໄປແບບທັນທີ.

ឯកសារនេះមានព័ត៌មានសំខាន់ៗ សូមបកប្រែវាយ៉ាងឆាប់រហ័ស។

Ce document contient des informations importantes. Veuillez le faire traduire au plus tôt.

APPLICATION AND FORMS



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

APPLICATION FOR AMENDMENT-Pledge of Collateral

Pledge of License Pledge of Stock Pledge of Inventory

- 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
- Pledge documentation
- Promissory note

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Linchris Hotel, Corp.	Andover	[REDACTED]

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.

The licensee is seeking approval for the pledge of its liquor license and inventory to Eastern Bank in relation to the \$20 million dollar loan from Eastern Bank.

APPLICATION CONTACT

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

Name	Title	Email	Phone
Joseph H. Devlin	Attorney	jdevlin@ucdlaw.com	617-830-5737

2. AMENDMENT-Pledge Information

Pledge of License

To whom is the pledge being made:

Pledge of Inventory

Eastern Bank

Pledge of Stock

3. FINANCIAL DISCLOSURE

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Eastern Bank	\$20M	Term Loan Agreement	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<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.

The property owner has borrowed the sum of TWENTY MILLION DOLLARS (\$20,000,000) from Eastern Bank and secured said loan with real estate and pledge of the liquor license and its inventory of Linchris Hotel, Corp.

APPLICANT'S STATEMENT

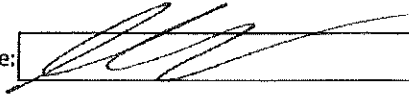
I, Glenn M. Gistis the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of Linchris Hotel, Corp.
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: 9/9/25

Title: Treasurer and CFO

CORPORATE RESOLUTION

ENTITY VOTE

The Board of Directors or LLC Managers of
Entity Name
duly voted to apply to the Licensing Authority of
City/Town and the
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on
Date of Meeting

For the following transactions (Check all that apply):

- Pledge of License
- Pledge of Inventory
- Pledge of Stock
- Other

"VOTED: To authorize
Name of Person

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

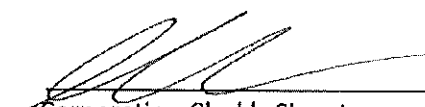
A true copy attest,

Corporate Officer /LLC Manager Signature

(Print Name)

For Corporations ONLY

A true copy attest,



Corporation Clerk's Signature

Glenn Gistis

(Print Name)

PLEDGE AGREEMENT

Joe/open/lic./liquor license & exhibit header sheets

ASSIGNMENT AND PLEDGE OF LIQUOR LICENSE AND ALCOHOL INVENTORY

This ASSIGNMENT AND PLEDGE (this "Pledge") is entered into on the 19th day of March, 2025 by LINCHRIS HOTEL, CORP. (also known as Linchris Hotel Corporation), a New Hampshire corporation having an address at 225 Water Street, Suite A-125, Plymouth, Massachusetts 02360 (hereinafter called "Pledgor") in favor of EASTERN BANK, a Massachusetts trust company having an address at 125 High Street, Oliver Tower, Suite 901, Boston, Massachusetts 02110, Attention: Commercial Real Estate (hereinafter called the "Lender").

RECITALS

A. Lender has agreed to make a loan ("Loan") to LCP ANDOVER HOSPITALITY, LLC ("Borrower") evidenced by a Commercial Real Estate Note – Fixed Rate of even date herewith ("Note") in the original principal amount of TWENTY MILLION DOLLARS (\$20,000,000) pursuant to the terms and conditions of that certain Term Loan Agreement of even date herewith (the "Loan Agreement") by and between Borrower and the Lender. Capitalized terms used herein and not otherwise specifically defined shall have the same meaning herein as in the Loan Agreement.

B. The Loan is evidenced and secured by a Mortgage and Security Agreement of even date herewith ("Mortgage") made by Borrower in favor of Lender with respect to the property located at 123 Old River Road (aka 123 River Road), Andover, Essex County, Massachusetts ("Property") and certain other documents, instruments and agreements executed and delivered to Lender to further evidence or secure the Loan, all as may be amended and in effect from time to time, hereinafter collectively referred to as the "Loan Documents".

C. The obligation of Lender to make the Loan is subject to the condition, among others, that Pledgor would (i) unconditionally guaranty Borrower's payment obligations to Lender under the Loan Documents and/or arising in connection with the Loan, which written guaranty is being executed and delivered to Lender on this even date herewith (as said guaranty may hereafter be amended, modified, restated or replaced, "Guaranty") and (ii) pledge to Lender the License and Inventory, as defined below.

D. Pledgor is an affiliate of Borrower. Pledgor acknowledges that the Loan will confer direct benefits on Pledgor, and Pledgor's execution, delivery and performance of this Pledge are in furtherance of Pledgor's purposes and are necessary or convenient to the conduct, promotion or attainment of Pledgor's business affairs.

In consideration of financial accommodations made or to be made by Lender to Borrower as well as the Pledgor, the Pledgor does hereby pledge and assign (in part pursuant to M.G.L. Chapter 138, Section 23) to the Lender the Pledgor's Hotel/Innkeeper Alcoholic Beverages License [REDACTED] for Linchris Hotel Corporation (dba Doubletree by Hilton Boston Andover) (the "License") and all alcohol, liquor, and the like now or in the future acquired by Pledgor or used in connection with the License (collectively, the "Inventory") with respect to the ownership and operation of the business at the Property. This Pledge shall be a first pledge and security interest to the Lender and shall be evidenced and secured in part by a pledge of the License by Pledgor to the Lender to be recognized by the Licensing Board of the Town of Andover, Massachusetts and

the Alcoholic Beverages Control Commission of the Commonwealth of Massachusetts (together, the "Authorities"). This Pledge secures the following "Obligations:"

- a. all obligations of the Pledgor to the Lender now existing or hereafter arising pursuant to the Guaranty;
- b. all other obligations, indebtedness and liabilities of the Pledgor to the Lender owing at any time, liquidated or unliquidated, each of every kind, nature and description, and the performance by Pledgor and Borrower of all acts, obligations, covenants, terms, and conditions, in each case whether now or hereafter arising under the Note, the Loan Agreement, any other Loan Document and the Guaranty (collectively, the "Pledgor Documents") whether denominated secured or unsecured, whether direct or indirect, absolute or contingent, matured or unmatured, primary or secondary, certain or contingent, due or to become due, whether now existing or hereafter arising. Without limiting the generality of the foregoing, said term shall also include all interest and other charges chargeable to Pledgor or Borrower or due from Pledgor or Borrower to the Lender from time to time and all costs and expenses owing to the Lender under any of the Pledgor Documents; and
- c. the performance and observance by Pledgor and Borrower of each and every covenant, condition and obligation contained in the Pledgor Documents and any other document executed by the Pledgor or Borrower in connection with any of the Obligations.

The Pledgor represents and warrants to Lender as follows:

1. The Pledgor has the power and authority to enter into this Pledge.
2. Pledgor will secure the approval of this Pledge by the Authorities within six (6) months from the date hereof; provided, however, so long as upon the expiration of this six (6) month period (i) Borrower and Pledgor are fully cooperating with such licensing authorities in securing such approval, (ii) Borrower and Pledgor are in good standing in their states of formation, and (iii) Borrower and Pledgor are otherwise paying their debts in the ordinary course of business as they become due, as determined by Lender, Lender shall agree, upon request of Pledgor, to extend this deadline for an additional period of time not to exceed six (6) months, as reasonably determined by Lender, which extended deadline shall allow for sufficient time to complete this approval process, so long as the foregoing conditions remain satisfied from and after such deadline, as extended.
3. Neither the License nor the Inventory is subject to any prior lien or encumbrance. The undersigned will not transfer, agree to or apply for a transfer, pledge, sale or other disposition of the License or any ownership or beneficial interest therein, in whole or in part, to any other individual or entity for so long as any Obligations remain outstanding, without the prior written consent of the Lender. The Pledgor also shall make all payments to suppliers, wholesalers or other providers of the Inventory so that no lien arises in connection therewith to such entities, including without limitation any lien recognized the Authorities as being superior to this Pledge.

4. The Pledgor will pay when due all taxes, charges, liens and assessments against the License, the Inventory or both, or the beverages authorized to be sold under the License. The Pledgor will perform any and all acts required to keep the License in good standing, including filing timely applications of the renewal thereof and the payment of lawful annual fees therefor, and will not suffer or permit the License to lapse. In the event Pledgor fails to pay such fees or take such action, Lender may, at Lender's option without obligation, pay such fees or take such action upon written notice to Pledgor. The expenses and costs incurred by Lender pursuant to this paragraph shall be added to the Obligations, and shall be payable to Lender by Pledgor on demand.
5. The Pledgor 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, including without limitation the Authorities, which in any manner restricts the use of the License.
6. The Pledgor will comply with all applicable laws and regulations, including without limitation those of the Authorities, with respect to the License or its use, or with respect to the Inventory. Pledgor will conduct the business of the Pledgor in an orderly and lawful manner, so as not to endanger the License or its value.
7. The Pledgor shall maintain, and provide evidence to Lender of same, all liquor liability or "dram shop" insurance required under applicable law and the Loan Documents.
8. In order to effectuate the purposes of this Pledge, upon the exercise by Lender of its rights hereunder following an Event of Default, the Pledgor will take all steps necessary or appropriate to accomplish a transfer of the License and the Inventory to the Lender or the Lender's nominee, and, at the request of Lender, will take any other action necessary to give Lender or Lender's nominee the benefit of the License and the Inventory.
9. The Pledgor agrees to do such further acts or execute such further documents as may be determined necessary by the Lender to perfect the interests granted herein, including without limitation, completing, executing, filing (and payment of all associated filing or related fees) and prosecuting with all due diligence any applications for approval of this Pledge by the Authorities.

Upon an "Event of Default", as that term is defined in the Loan Agreement and the Guarantees the Lender shall have any and all rights provided by such documents or by law, including those of a secured party under the Uniform Commercial Code and a pledgee under the rules and regulations of the Authorities. The Lender shall have the right to apply the proceeds of any disposition of the License, the Inventory or both, to the payment of any of the Obligations, after deducting therefrom the expenses relating to such sale or disposition, including court costs and attorney's fees.

The Pledgor hereby grants the Lender an irrevocable power of attorney, coupled with an interest, to endorse the name of the Pledgor on any and all documents needed to take in the name of the Pledgor all actions deemed necessary by Lender to effectuate the prompt sale, transfer, or other disposal of the License, the Inventory, or both, following the occurrence of an Event of Default and, upon such sale or sales, transfer or other disposition, to assign to the purchaser full title thereto, free from any right of redemption; such documents and actions may include but shall

not be limited to the completing, executing and filing with the Authorities of applications for the transfer of the License, the appearance at hearings of the Authorities or other bodies having jurisdiction over the License, the assembling, completing and filing of tax-related returns and forms reasonably required to be completed and filed in connection with the transfer of the License or disposition of the Inventory, and interacting with all governmental authorities on behalf of the Lender in connection therewith.

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, the Inventory, or the sale of beverages thereunder, and the undersigned agrees to hold the Lender harmless from any and all costs and expenses incurred by reason of this Pledge which shall be added to the loan balance.

No delay on Lender's part in exercising any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver of any such privilege, power or right. No waiver by Lender in any instance shall constitute a waiver in any other instance.

All notices, demands, requests and other communications required under this Pledge shall be in writing and shall be deemed to have been properly given if given in the manner applicable to notices under the Note.

This Pledge shall be binding upon Pledgor and Pledgor's successors, assigns, heirs and personal representatives and shall be for the benefit of Lender, and of any subsequent holder of Lender's interest in the Loan and of any owner of a participation interest therein (provided, however, that Pledgor may not, without the prior written consent of Lender, assign any of its rights, powers, or obligations hereunder). This Pledge is intended to take effect as a sealed instrument and has been executed or completed and is to be performed in Massachusetts and it and all transactions thereunder or pursuant thereto shall be governed as to interpretation, validity, effect, rights, duties and remedies of the parties thereunder and in all other respects by the internal laws of the Commonwealth of Massachusetts without regard to conflicts of laws principles. Pledgor hereby submits to the jurisdiction of each state and federal court which sits in Massachusetts and agrees that service made in accordance with the notice provisions of this Pledge shall be proper service.

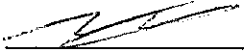
Upon full payment and performance of the obligations and liabilities set forth or contained in the Obligations and the Loan Documents, this Pledge shall become and be void and of no further effect and, in that event, upon the request of Pledgor, Lender covenants to execute and deliver to Pledgor instruments effective to evidence the termination of this Pledge.

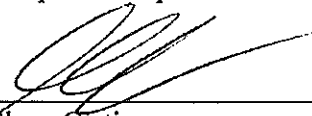
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

WITNESS the execution hereof under seal as of the date first written above.

WITNESS:

LINCHRIS HOTEL, CORP.,
a New Hampshire corporation


Print Name: HENG ZHU

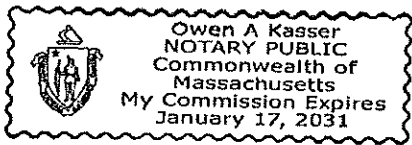
By: 
Name: Glenn Gistis
Title: Chief Financial Officer

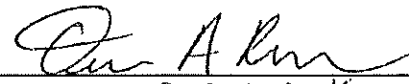
ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH COUNTY

On this date, March 17, 2025, before me, the undersigned notary public, personally appeared Glenn Gistis, the Chief Financial Officer of Linchris Hotel, Corp., proved to me through satisfactory evidence of identification, which was PERSONAL KNOWLEDGE to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the free act and deed and voluntary act on behalf of Linchris Hotel, Corp..




Notary Public OWEN A KASSER
Print Name: _____
My Commission Expires: JANUARY 17, 2031

LOAN DOCUMENTS

COMMERCIAL REAL ESTATE NOTE
FIXED RATE

\$20,000,000.00

Boston, Massachusetts
March 19, 2025

1. Promise to Pay.

FOR VALUE RECEIVED, LCP ANDOVER HOSPITALITY, LLC, a Delaware limited liability company (hereinafter referred to as "Borrower") having a business address at 225 Water Street, Suite A-125, Plymouth, Massachusetts 02360, promises to pay to the order of EASTERN BANK, a Massachusetts trust company (hereinafter, the "Lender", Lender and any and all other holders of this Note being hereinafter collectively referred to as "Holder"), with a principal place of business at 125 High Street, Oliver Tower, Suite 901, Boston, Massachusetts 02110, or such other place as Holder hereof may designate in writing, the principal sum of up to Twenty Million and 00/100 Dollars (\$20,000,000.00), or so much thereof as may be advanced hereunder, together with interest thereon (payable in arrears on the basis of a 360 day year times the actual number of days elapsed) to be computed as hereinafter provided, on the outstanding principal balance hereof until such principal sum shall be fully paid. Interest and principal shall be payable as provided in Section 4 below. The total principal sum, or the amount thereof outstanding, together with any accrued but unpaid interest, shall be due and payable in full on March 19, 2028 (hereinafter, the "Maturity Date"), which term is further defined in, and is subject to acceleration, in accordance with the Loan Agreement (as defined below) pursuant to which this Note has been issued.

2. Loan Agreement. This Note is issued pursuant to the terms, provisions and conditions of a certain Term Loan Agreement dated as of even date herewith (hereinafter, the "Loan Agreement") between Borrower and Lender and evidences the Loan made pursuant thereto. Terms not otherwise defined herein shall have the meanings attributed to them in the Loan Agreement.

3. Interest Rate. Interest on the outstanding principal balance of this Note shall accrue at a fixed rate equal to 6.18% percent per annum (the "Fixed Rate").

4. Payments of Principal and Interest.

- a. Commencing on April 19, 2025 and continuing monthly on the same day of each calendar month thereafter (each, a "Payment Date"), Borrower shall make monthly payments of interest only on the outstanding principal balance hereof through and including September 19, 2025.
- b. Commencing on October 19, 2025 and continuing monthly on each Payment Date thereafter, Borrower shall make monthly payments of principal and interest calculated based on a twenty-five (25) year amortization schedule.
- c. Borrower shall make a final payment of the entire outstanding principal balance of this Note and all accrued and unpaid interest and other charges due hereon on

the earlier of acceleration of this Note following the occurrence of an Event of Default (as defined herein), or the Maturity Date.

5. Late Charge. Borrower shall pay, upon billing therefor, a late charge (hereinafter, a "Late Charge") equal to five percent (5%) of the amount of any payment of principal, other than principal due at Maturity, interest, or both, which is not paid within ten (10) days of the due date thereof. Late charges are: (i) payable in addition to, and not in limitation of, the Default Rate, (ii) intended to compensate Lender for administrative and processing costs incident to late payments, (iii) not interest, and (iv) not subject to refund or rebate or credited against any other amount due.
6. Default Rate. Lender shall have the option of imposing, and Borrower shall pay upon billing therefor, an interest rate which is five percent (5%) per annum above the interest rate otherwise payable (hereinafter, the "Default Rate"): (i) while any Event of Default exists and is continuing, during that period between the due date and the date of payment or cure, and (ii) after Maturity.
7. Maturity. On the Maturity Date, all accrued interest, principal and other charges due with respect to the Loan shall be due and payable in full and the principal balance and such other charges, but not unpaid interest, shall continue to bear interest at the Default Rate (as defined above) until so paid.
8. Application of Payments. Interest and fees shall be calculated on the basis of a 360-day year times the actual number of days elapsed. Prior to an Event of Default, payments made hereunder will be applied first to unpaid accrued interest, then to principal, and then any balance to any charges, costs, expenses or late fees outstanding. After an Event of Default, payments made hereunder may be applied in such order of priority as Lender shall in its sole discretion determine. To the extent any interest received by Lender exceeds the maximum amount permitted, such payment shall be credited to principal, and any excess remaining after full payment of principal shall be refunded to Borrower.
9. Prepayment. Borrower shall have the right at any time and from time to time to prepay this Note in whole or in part at any time upon fifteen (15) days prior written notice to the holder of this Note; provided that any principal prepaid hereunder shall be accompanied by the following fees: (i) two percent (2%) of any principal prepaid during the first year of the term hereof; (ii) one percent (1%) of any principal prepaid during the second year of the term hereof; and (iii) zero percent (0%) of any principal prepaid during the third year of the term hereof.
10. Method of Payment; Date of Credit. All payments of interest, principal and fees shall be made in lawful money of the United States in immediately available funds, without counterclaim or setoff and free and clear of, and without any deduction or withholding for, any taxes or other payments: (i) by direct charge to an account of Borrower maintained with Lender (or the then holder of the Loan), or (ii) by wire transfer to Lender or (iii) by check payable to Lender and delivered to Lender at 125 High Street, Oliver Tower, Suite 901, Boston, Massachusetts 02110, (iv) to such other bank or address as the holder of the Loan may designate on not less than ten (10) days' written notice to

Borrower. Payments shall be credited on the Business Day on which immediately available funds are received prior to one o'clock P.M. Eastern Time; payments received after one o'clock P.M. Eastern Time shall be credited to the Loan on the next Business Day. Payments which are by check, which Lender may at its option accept or reject, or which are not in the form of immediately available funds shall not be credited to the Loan until such funds become immediately available to Lender, and, with respect to payments by check, such credit shall be provisional until the item is finally paid by the payor bank. Borrower hereby authorizes Lender to automatically debit the Demand Account (as defined in the Loan Agreement) for the payment of any amounts due hereunder, or under the Mortgage or the other Loan Documents. In the event that the funds maintained by Borrower in such account are insufficient for any payment due hereunder, Lender may charge any other account of Borrower with Lender for any such payment due, if any.

11. Billings. Lender may submit monthly billings reflecting payments due; however, any changes in the interest rate which occur between the date of billing and the due date may be reflected in the billing for a subsequent month. Neither the failure of Lender to submit a billing nor any error in any such billing shall excuse Borrower from the obligation to make full payment of all Borrower's payment obligations when due.
12. Events of Default. At the option of Lender or any subsequent holder of this Note, this Note and the indebtedness evidenced hereby shall become immediately due and payable without further notice or demand, and notwithstanding any prior waiver of any breach or default or other indulgence, upon the occurrence at any time of any one or more Events of Default under the Loan Agreement, the Mortgage, or any other Loan Document. Failure to exercise such option shall not constitute a waiver of the right to exercise such option if Borrower is in default hereunder and such default is not cured within applicable grace periods. In the event of any default in the payment of this Note, and if the same is referred to an attorney at law for collection or suit is brought hereon, Borrower shall pay Holder, in either case, all expenses and costs of collection, including, but not limited to, court costs and reasonable attorney's fees and disbursements.
13. Certain Definitions and Provisions Relating To Interest Rate.
 - a. Banking Day. The term "Banking Day" means a day on which banks are not required or authorized by law to close in Boston, Massachusetts.
 - b. Business Day; Same Calendar Month. The term "Business Day" means any Banking Day. If any day on which a payment is due is not a Business Day, then the payment shall be due on the next day following which is a Business Day and such extension of time shall be included in computing interest and fees in connection with such payment. Further, if there is no corresponding day for a payment in the given calendar month (i.e., there is no "February 30th"), the payment shall be due on the last Business Day of the calendar month.
 - c. Dollars or \$ means lawful money of the United States.
 - d. Fixed Rate shall have the meaning given to such term in Section 3 hereof.

- e. Maturity; Maturity Date. The term "Maturity" or "Maturity Date" shall mean the Maturity Date defined in Section 1 of this Note, or in any instance, upon acceleration of the Loan, if the Loan has been accelerated by Lender upon an Event of Default.
14. Interest Not to Exceed Maximum Limits. Notwithstanding any provision in this Note, or in any instrument securing this Note, Borrower shall not be obligated to pay and Holder shall not collect interest at a rate higher than the maximum permitted by law or the maximum that will not subject Holder to any civil or criminal penalties. If, because of the acceleration of the maturity, the payment of interest in advance or any other reason, Borrower is required under the provisions of this Note or any of the Loan Documents, or otherwise, to pay interest at a rate in excess of such maximum rate, the rate of interest under such provisions shall immediately and automatically be reduced to such maximum rate and any payment made in excess of such maximum rate, together with interest thereon at the rate provided herein from the date of such payment, shall be immediately and automatically applied to the reduction of the unpaid principal balance of this Note as of the date on which such excess payment was made. If the amount to be so applied to reduction of the unpaid principal balance exceeds the unpaid principal balance, the amount of such excess shall be refunded by Holder to Borrower.
15. Unconditional Liability. From time to time, without affecting the obligation of Borrower or any sureties, guarantors, endorsers, accommodation parties or other persons liable or to become liable on this Note to pay the outstanding principal balance of this Note and observe the covenants of Borrower contained herein, without giving notice to or obtaining the consent of Borrower or any such sureties, guarantors, endorsers, accommodation parties or other persons, and without liability on the part of the Holder, the Holder may, at the option of the Holder, grant extensions or postponements of the time for payment of said outstanding principal balance, interest or any part thereof, release anyone liable on any of said outstanding principal balance, accept a renewal of this Note, release or accept a substitution of all or any collateral given to secure this Note, join in any extension or subordination agreement, agree in writing with Borrower to modify the rate of interest or terms and time of payment of said outstanding principal balance or period of amortization of this Note or change the amount of the monthly installments payable hereunder, or grant any other indulgence or forbearance whatsoever. No one or more of such actions shall constitute a novation.
16. Setoff. Borrower hereby grants to Lender, a lien, security interest and right of setoff as security for all liabilities and obligations to Lender under this Note, the Loan Agreement, or any documents executed in conjunction therewith, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Lender or any entity under the control of Lender or in transit to it. Without further demand or notice, Lender may set off the same or any part thereof and apply the same to any liability or obligation of Borrower under this Note, the Loan Agreement, or any documents executed in conjunction therewith, regardless of the adequacy of any other collateral securing the Loan. ANY AND ALL RIGHTS TO REQUIRE LENDER TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES

THE LOAN, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF BORROWER ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

17. Certain Waivers, Consents and Agreements. Each and every party liable hereon or for the indebtedness evidenced hereby whether as maker, endorser, guarantor, surety or otherwise hereby: (a) waives presentment, demand, protest, suretyship defenses and defenses in the nature thereof; (b) waives any defenses based upon and specifically assents to any and all extensions and postponements of the time for payment, changes in terms and conditions and all other indulgences and forbearances which may be granted by the holder to any party now or hereafter liable hereunder or for the indebtedness evidenced hereby; (c) agrees to any substitution, exchange, release, surrender or other delivery of any security or collateral now or hereafter held hereunder or any of the other Loan Documents, and to the addition or release of any other party or person primarily or secondarily liable; (d) agrees that if any security or collateral given to secure this Note or the indebtedness evidenced hereby or to secure any of the obligations set forth or referred to in the Loan Documents, shall be found to be unenforceable in full or to any extent, or if Lender or any other party shall fail to duly perfect or protect such collateral, the same shall not relieve or release any party liable hereon or thereon nor vitiate any other security or collateral given for any obligations evidenced hereby or thereby; (e) agrees to pay all costs and expenses (including reasonable attorneys' fees and costs) incurred by Lender or any other holder of this Note in connection with the implementation of the Loan, the collection of the indebtedness evidenced hereby and the enforcement of rights and remedies hereunder or under the other Loan Documents, whether or not suit is instituted; and (f) consents to all of the terms and conditions contained in this Note and all other Loan Documents.
18. Indemnification. Borrower shall indemnify, defend, and hold Lender harmless against any claim brought or threatened against Lender by Borrower, by any endorser or guarantor, or by any other person (as well as from attorneys' reasonable fees and expenses in connection therewith) on account of Lender's relationship with Borrower or any endorser or guarantor hereof (each of which may be defended, compromised, settled, or pursued by Lender with counsel of Lender's selection, but at the expense of Borrower and any endorser and/or guarantor).
19. Costs of Collection. Borrower shall pay on demand all attorneys' reasonable fees and expenses incurred by Lender in the administration of all obligations of Borrower to Lender, including, without limitation, costs and expenses associated with required and reasonable travel on behalf of Lender. Borrower shall also pay on demand, all attorneys' reasonable fees, expenses reasonably incurred by Lender's attorneys and all costs incurred by Lender, including, without limitation, costs and expenses associated with travel on behalf of Lender, which costs and expenses are directly or indirectly related to the preservation, protection, collection or enforcement of any of Lender's rights against Borrower or any such endorser or guarantor and against any collateral given Lender to secure this Note or any other obligations of Borrower or such endorser and guarantor to Lender (whether or not suit is instituted by or against Lender).

20. Notices. Any and all notices, demands or requests provided for or permitted to be given pursuant to this Note shall be in writing and given to the parties and in the manner provided in the Loan Agreement.
21. Commercial Loan. Borrower represents to Lender that the proceeds of this Note will not be used for personal, family, or household purposes. Borrower and each endorser and guarantor hereof each authorizes Lender to complete this Note if delivered incomplete in any respect.
22. CONSENT TO JURISDICTION WAIVERS. BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY (A) TO THE EXTENT PERMITTED BY LAW, SUBMITS TO PERSONAL JURISDICTION IN ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COMMONWEALTH OF MASSACHUSETTS OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, AND (B) WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY STATE (I) TO THE RIGHT, IF ANY, TO TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS NOTE OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY IN CONNECTION HEREWITH, (II) TO OBJECT TO JURISDICTION WITHIN THE COMMONWEALTH OF MASSACHUSETTS OR VENUE IN ANY PARTICULAR FORUM WITHIN THE COMMONWEALTH OF MASSACHUSETTS, AND (III) TO THE RIGHT, IF ANY, TO CLAIM OR RECOVER ANY SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN ACTUAL DAMAGES. BORROWER AGREES THAT, IN ADDITION TO ANY METHODS OF SERVICE OF PROCESS PROVIDED FOR UNDER APPLICABLE LAW, ALL SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO BORROWER AS PROVIDED IN PARAGRAPH 21 ABOVE, AND SERVICE SO MADE SHALL BE COMPLETE FIVE (5) DAYS AFTER THE SAME SHALL BE SO MAILED. NOTHING CONTAINED HEREIN, HOWEVER, SHALL PREVENT THE HOLDER FROM BRINGING ANY SUIT, ACTION OR PROCEEDING OR EXERCISING ANY RIGHTS AGAINST ANY SECURITY AND AGAINST BORROWER, AND AGAINST ANY PROPERTY OF BORROWER, IN ANY OTHER STATE. INITIATING SUCH SUIT, ACTION OR PROCEEDING OR TAKING SUCH ACTION IN ANY STATE SHALL IN NO EVENT CONSTITUTE A WAIVER OF THE AGREEMENT CONTAINED HEREIN THAT THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS SHALL GOVERN THE RIGHTS AND OBLIGATIONS OF BORROWER AND HOLDER HEREUNDER OR THE SUBMISSION HEREIN MADE BY BORROWER TO PERSONAL JURISDICTION WITHIN THE COMMONWEALTH OF MASSACHUSETTS. THE FOREGOING WAIVERS CONSTITUTE A MATERIAL INDUCEMENT TO HOLDER TO ACCEPT THIS NOTE.

23. Changes in Writing. This Note may not be amended, modified, or changed, nor shall any waiver of any provision hereof be effective, except only by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.
24. Delay Not A Bar. No delay or omission on the part of the holder in exercising any right hereunder or any right under any instrument or agreement now or hereafter executed in connection herewith, or any agreement or instrument which is given or may be given to secure the indebtedness evidenced hereby or by the Loan Agreement, or any other agreement now or hereafter executed in connection herewith or therewith shall operate as a waiver of any such right or of any other right of such holder, nor shall any delay, omission or waiver on any one occasion be deemed to be a bar to or waiver of the same or of any other right on any future occasion.
25. Partial Invalidity. The invalidity or unenforceability of any provision hereof, of the Loan Agreement, of the other Loan Documents, or of any other instrument, agreement or document now or hereafter executed in connection with the Loan made pursuant hereto and thereto shall not impair or vitiate any other provision of any of such instruments, agreements and documents, all of which provisions shall be enforceable to the fullest extent now or hereafter permitted by law.
26. No Oral Change. This Note and the other Loan Documents may only be amended, terminated, extended or otherwise modified by a writing signed by the party against which enforcement is sought. In no event shall any oral agreements, promises, actions, inactions, knowledge, course of conduct, course of dealing, or the like be effective to amend, terminate, extend or otherwise modify this Note or any of the other Loan Documents.
27. Governing Law. This Note and the obligations of Borrower hereunder shall be governed by and interpreted and determined in accordance with the laws of the Commonwealth of Massachusetts (excluding the laws applicable to conflicts or choice of law), and shall take effect as a sealed instrument.
28. Federal Reserve. Lender may, at any time pledge all or any portion of its rights under the loan documents including any portion of this Note to any of the twelve (12) Federal Reserve Banks organized under Section 4 of the Federal Reserve Act, 12 U.S.C. Section 341 or to the Federal Home Loan Bank. No such pledge or enforcement thereof shall release Lender from its obligations under any of the loan documents.
29. Time of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Borrower under this Note and any and all other Loan Documents.

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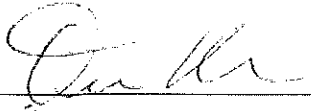
IN WITNESS WHEREOF, Borrower has caused this Note to be duly executed as of the date set forth above, as a sealed instrument.

WITNESS

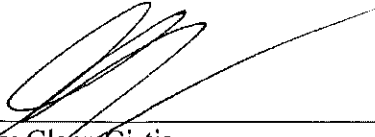
BORROWER ("Borrower")

Signed in my Presence

LCP ANDOVER HOSPITALITY, LLC,
a Delaware limited liability company



OWEN KASSER.

By: 

Name: Glenn Gistis
Title: Authorized Signatory

TERM LOAN AGREEMENT

Dated as of March 19, 2025

Between

LCP ANDOVER HOSPITALITY, LLC

as "Borrower"

and

EASTERN BANK

as "Lender"

\$20,000,000.00 TERM LOAN

Property located at 123 Old River Road (aka 123 River Road), Andover, Massachusetts

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TERM LOAN AGREEMENT

This is a term loan agreement (hereinafter, the “Loan Agreement” or “Agreement”) made and entered into as of the 19th day of March, 2025 by and between LCP ANDOVER HOSPITALITY, LLC (hereinafter, “Borrower”), a Delaware limited liability company having an address at 225 Water Street, Suite A-125, Plymouth, Massachusetts 02360, and EASTERN BANK (hereinafter, “Lender”), a Massachusetts trust company having an office at 125 High Street, Oliver Tower, Suite 901, Boston, Massachusetts 02110.

WITNESSETH:

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1 BACKGROUND.

1.1 Defined Terms. Capitalized terms used in this Agreement are defined in Exhibit A, in specific sections of this Agreement, or in another Loan Document to the extent specified in Exhibit A.

1.2 Borrower. Borrower is a limited liability company organized under the laws of the State of Delaware of which the members are LCP Andover, LLC, a Delaware limited liability company, and Broder Old River Road LLC, a Massachusetts limited liability company.

1.3 Land and Improvements; Property. Borrower is the owner of a parcel of land of approximately 13.58 acres (hereinafter, the “Land”) located at 123 Old River Road (aka 123 River Road), Andover, Massachusetts and more particularly described in the Mortgage and also shown on a Plan entitled “ALTA/ACSM Land Title Survey, 123 Old River Road, Andover, Massachusetts” dated April 1, 2015 (hereinafter, the “Survey Plan”) prepared by Dana F. Perkins, Inc. (hereinafter, the “Surveyor”). The Land is improved by a 5-story, 293-key hotel and related amenities and improvements (hereinafter, the “Improvements”; the Land and the Improvements, collectively called the “Property”).

1.4 Use of Loan Proceeds. Borrower has applied to Lender for a loan of Twenty Million and 00/100 Dollars (\$20,000,000.00) (hereinafter, the “Loan”) the proceeds of which are to be used by Borrower to assist in refinancing Borrower’s interest in the Property and reimbursing certain costs and expenses incurred by Borrower in connection with the Loan and for a portion of the in-process property improvement plan at the Property.

1.5 Guaranties and Indemnities. As an inducement to Lender to make the Loan, Linchris Hotel, Corp., New Hampshire corporation (“Linchris”), and Glenn Gistis (individually and collectively as the context may require, “Guarantor”), have agreed to furnish certain guaranties and indemnities.

1.6 Loan. Subject to all of the terms, conditions and provisions of this Agreement, and of the agreements and instruments referred to herein, Lender agrees to make the Loan and Borrower agrees to accept and repay the Loan.

Section 2 LOAN PROVISIONS.

2.1 Amount of Loan. The Loan shall not exceed the lesser of (a) the principal amount of Twenty Million and 00/100 (\$20,000,000.00) Dollars or (b) an amount equal to fifty-five percent (55%) Loan to Value (the "Loan Amount").

2.2 Term of Loan. The Loan shall be for a term (the "Term") commencing on the date hereof until the Maturity Date as provided in the Note (the "Maturity Date"). There are no extension rights under the Loan.

2.3 Interest Rate and Payment Terms. The Loan shall be payable as to interest and principal in accordance with the provisions of the Note. The Note also provides for interest at a Default Rate, Late Charges and prepayment rights and fees.

2.4 Loan Fee. Borrower shall pay a loan fee in the amount of Forty Thousand Dollars (\$40,000.00).

2.5 Acceleration. The Loan may be accelerated, at the option of Lender or automatically as set forth in Section 11.3 of this Agreement, following an Event of Default. Upon such acceleration, all principal, accrued interest, costs and expenses and any applicable breakage costs and prepayment fees shall be due and payable in full and all such principal and other charges, excluding interest, shall continue to accrue interest at the Default Rate until paid in full.

2.6 Increased Costs.

2.6.1 Increased Costs of Making or Maintaining Loans. If any Change in Law shall: (i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by Lender; (ii) subject Lender to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or (iii) impose on Lender any other condition, cost or expense (other than Taxes) affecting this Agreement or the Loan made by Lender; and the result of any of the foregoing shall be to increase the cost to Lender of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to increase the cost to Lender, or to reduce the amount of any sum received or receivable by Lender hereunder (whether of principal, interest or any other amount) then, upon request of Lender, Borrower will pay to Lender such additional amount or amounts as will compensate Lender for such additional costs incurred or reduction suffered, provided that Lender provides Borrower reasonable detail supporting its determination of such amount or amounts.

2.6.2 Capital Requirements. If Lender determines that any Change in Law affecting Lender or Lender's holding company, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on Lender's capital or on the capital of Lender's holding company, if any, as a consequence of this

Agreement, or the Loan to a level below that which Lender or Lender's holding company could have achieved but for such Change in Law (taking into consideration Lender's policies and the policies of Lender's holding company with respect to capital adequacy and liquidity), then, from time to time, Borrower will pay to Lender such additional amount or amounts as will compensate Lender or Lender's holding company for any such reduction suffered, provided that Lender provides Borrower reasonable detail supporting its determination of such amount or amounts.

2.6.3 Certificates for Reimbursement. A certificate of Lender setting forth the amount or amounts necessary to compensate Lender or its holding company, as the case may be, as specified in paragraph 2.6.1 or paragraph 2.6.2 of this Section and delivered to Borrower, shall be conclusive absent manifest error. Borrower shall pay Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

2.6.4 Delay in Requests. Failure or delay on the part of Lender to demand compensation pursuant to this Section shall not constitute a waiver of Lender's right to demand such compensation; provided that Borrower shall not be required to compensate Lender or pursuant to this Section for any increased costs incurred or reductions suffered more than nine (9) months prior to the date that Lender notifies Borrower of the Change in Law giving rise to such increased costs or reductions, and of Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine (9) month period referred to above shall be extended to include the period of retroactive effect thereof).

Section 3 SECURITY FOR THE LOAN; LOAN AND SECURITY DOCUMENTS.

3.1 Security. The Loan, together with interest thereon and all other charges and amounts payable by, and all other Obligations of, Borrower to Lender, whenever incurred, direct or indirect, absolute or contingent, shall be secured by the following "Security" which Borrower, and Guarantor where applicable, agree to provide and maintain.

3.1.1 Mortgage and Security Agreement. A first priority mortgage and security agreement (hereinafter, the "Mortgage") on (i) the Land and the Property, (ii) all land, improvements, furniture, fixtures, equipment, and other assets (including, without limitation, contracts, contract rights, accounts, Licenses and Permits and general intangibles), including all after-acquired property, owned, or in which Borrower has or obtains any interest, in connection with the Property to the extent set forth in the Mortgage; (iii) all insurance proceeds and other proceeds therefrom to the extent of Borrower's interest therein; and (iv) all other assets of Borrower whether now owned or hereafter acquired.

3.1.2 Assignment of Leases and Rents. A first priority collateral assignment of leases and rents (hereinafter, the "Assignment of Leases and Rents") with respect to all leases, subleases and occupancy rights (each, a "Lease") with respect to the Property, and all income and profits to be derived from the operation and leasing of the Land.

3.1.3 Guaranty. The unconditional continuing guaranty (hereinafter, the "Guaranty") from each Guarantor guaranteeing repayment of the Loan and performance of other obligations as set forth in the Guaranty.

3.1.4 Collateral Assignment of Contracts. A first priority collateral assignment and security agreement (collectively referred to herein as the "Assignment of Contracts") from each of Borrower and Linchris with respect to all Licenses and Permits and all contracts, agreements and warranties now owned or hereafter acquired by Borrower or Linchris and related in any manner to the Property.

3.1.5 Environmental Compliance and Indemnification Agreement. A compliance and indemnification agreement with respect to environmental matters ("Environmental Indemnity") from Borrower and Guarantor (collectively, "Indemnitors").

3.1.6 All-Assets Security Agreement. A first priority security interest (the "Security Agreement") from Borrower in assets of Borrower.

3.1.7 Capex Reserve Account Pledge. A first priority pledge and security interest (the "Capex Reserve Account Pledge") from Borrower with respect to the Capex Reserve Account (as defined in Section 9.11.2).

3.1.8 Liquor License Pledge Agreement. A first priority pledge and security interest (the "Liquor License Pledge") from Linchris in the liquor license held by Linchris for the Property.

3.1.9 Collateral Assignment of Management Agreement. The Collateral Assignment of Management Contract among Borrower, Lender and the manager of the Property (the "Assignment of Management Contract"), granting to Lender a first priority collateral assignment, security agreement and subordination agreement with respect to the Management Agreement for operation of the Hotel at the Property.

3.2 Loan Documents and Security Documents. The Loan shall be made, evidenced, administered, secured and governed by all of the terms, conditions and provisions of the loan documents (each as the same may be hereafter entered into, amended, restated, replaced, supplemented or otherwise modified, the "Loan Documents") consisting of: (i) this Loan Agreement; (ii) the promissory note in the original principal amount of the Loan Amount (the "Note"); (iii) the Mortgage and related UCC financing statements; (iv) the Assignment of Leases and Rents; (v) the Guaranty from Guarantor; (vi) the Assignment of Contracts; (vii) the Environmental Indemnity; (viii) the Security Agreement; (ix) Capex Reserve Account Pledge; (x) the Liquor License Pledge; (xi) the Assignment of Management Contract; and (xii) all other documents, instruments, certificates or agreements executed and delivered in connection therewith to further evidence or secure the Loan. The Mortgage, Assignment of Leases and Rents, Guaranty, Assignment of Contracts, Environmental Indemnity, Security Agreement, Capex Reserve Account Pledge, Liquor License Pledge and the Assignment of Management Contract are collectively referred to herein as the "Security Documents".

3.3 Authorization to Lender. Borrower authorizes Lender at any time and from time to time to file financing statements, continuation statements, and amendments thereto describing the Collateral without the signatures of Borrower.

Section 4 CONTINUING AUTHORITY OF AUTHORIZED REPRESENTATIVES. Lender is authorized to rely upon the continuing authority of each person, officer, signatory or agent hereafter designated (hereinafter, the "Authorized Representatives") to bind Borrower with respect to all matters pertaining to the Loan and the Loan Documents. Such authorization may be changed only upon written notice to Lender accompanied by evidence, reasonably satisfactory to Lender, of the authority of the person giving such notice and such notice shall be effective not sooner than five (5) Business Days following receipt thereof by Lender. The present Authorized Representatives are listed on Exhibit C. Lender shall have a right of approval, not to be unreasonably withheld or delayed, over the identity of the Authorized Representatives so as to assure Lender that each Authorized Representative is a responsible and senior official of Borrower.

Section 5 LENDER'S CONSULTANTS.

5.1 Right to Employ. Lender shall have the right to employ its own personnel, or one or more engineers, architects, builders or other construction specialists, environmental advisors, scientists, accountants, field examiners, and attorneys to act as an advisor to Lender in connection with the Loan (each of which shall be a Lender's "Consultant").

5.2 Functions. The functions of a Lender's Consultant shall include, without limitation: (i) inspection and physical review of the Property; (ii) review and analysis of any work to be done in connection with the Property; (iii) review and analysis of environmental matters, including all post-closing matters; and (iv) review and analysis of financial and legal matters. Within five (5) Business Days of receipt by Lender, Lender shall provide Borrower with copies of all reports, analyses, and other written materials prepared by any Lender's Consultant in connection with the performance of such functions.

5.3 Payment. The reasonable costs and fees of each Lender's Consultant shall be paid by Borrower upon billing therefor.

5.4 Access. Borrower agrees to cooperate and shall provide Lender's Consultants with continuing access to all aspects of the Property and to books and records related thereto at reasonable times during regular business hours and upon reasonable advance notice, provided however said Consultants shall endeavor to not unduly interfere with operations at the Property or with operations of tenants at the Property.

5.5 No Liability. Neither Lender nor any of its Consultants shall have liability to Borrower or Guarantor or other third party on account of: (i) services performed by Lender's Consultant; (ii) any failure or neglect by Lender's Consultant to properly perform services; or (iii) any approval or disapproval of work or other matters. Neither Lender nor Lender's Consultant shall have any obligation regarding proper performance of work related to the Property. Borrower shall have no rights under or relating to any agreement, report, or similar documents prepared by any Lender's Consultant for Lender. Notwithstanding the foregoing, no

Lender's Consultant shall be entitled to indemnification in respect of claims arising from acts of its own gross negligence or willful misconduct.

Section 6 LOAN DISBURSEMENTS.

6.1 Advance of Loan Proceeds. Lender shall, subject to compliance with all of the other terms, conditions and provisions of this Agreement, make disbursement of the entire proceeds of the Loan on the Closing Date.

Section 7 CONDITIONS PRECEDENT. It shall be a condition precedent of Lender's obligation to close and fund the Loan that each of the following conditions precedent be satisfied in full as determined by Lender in its discretion, unless specifically waived in writing by Lender at or prior to closing and funding of the Loan:

7.1 Satisfactory Loan Documents. Each of the Loan Documents and Security Documents shall be satisfactory in form, content and manner of execution and delivery to Lender and its counsel.

7.2 No Material Change. No material adverse change shall have occurred in the financial condition, business, affairs, operations or control of Borrower, Guarantor, and/or the Property since the date of the most recent financial materials delivered to Lender.

7.3 Warranties and Representations Accurate. All warranties and representations made by or on behalf of any of Borrower or Guarantor to Lender shall be true, accurate and complete in all material respects and shall not omit any material fact necessary to make the same not misleading.

7.4 Financials and Appraisals. Lender shall have received and approved: (i) all financial materials requested from Borrower and Guarantor, including but not limited to updated financial statements of Borrower and Guarantor, and with respect to the Property, (ii) an appraisal from an appraiser acceptable to Lender setting forth an appraised value of the Property which would result in a Loan to Value Ratio of not more than fifty-five percent (55%) on an "As Complete" basis, and (iii) a Beneficial Ownership Certification and copies of all applicable identification from Borrower and any entity constituting a "legal entity customer" under the Beneficial Ownership Regulation.

7.5 Validity and Sufficiency of Security Documents. The Mortgage and the other Security Documents shall create a valid and perfected lien on the property described therein (the "Collateral") and each of the Security Documents and related UCC filings shall have been duly recorded and filed to the satisfaction of Lender and its counsel.

7.6 No Other Liens; Taxes and Municipal Charges Current. The Collateral shall not be subject to any liens or encumbrances, whether inferior or superior to the Loan Documents or the Security Documents, except in respect of: (i) real estate Taxes, assessments, if any, personal property Taxes and other municipal charges not yet due and payable; and (ii) Permitted Title Exceptions. All real estate Taxes, personal property Taxes and other municipal charges relating to any of the Collateral shall be current.

7.7 Property Matters. Lender shall have received and independently approved each of the following:

(i) evidence of Licenses and Permits for the Property sufficient to allow the Property to be operated in the ordinary course of business;

(ii) a report from a Lender's Consultant to the effect that the Property is in good repair and safe condition with no structural deficiencies and no material need for repairs or replacements except in the ordinary course of business;

(iii) a detailed, current rent roll together with copies of all leases and lease guaranties; and

(iv) a copy of the fully-executed Management Agreement and Franchise Agreement, together with a comfort letter from the franchisor under the Franchise Agreement.

7.8 Compliance with Law. Lender shall have received and approved evidence that:

(i) Present Compliance. All real estate and tangible personal property constituting or intended to constitute Collateral for the Loan (to the extent of its present construction or existence) complies with all Legal Requirements, including, without limitation, Environmental Laws, and the provisions of all Licenses and Permits.

(ii) No Prohibitions or Violations. There are no Legal Requirements which prohibit or adversely limit the use of the Property for the purposes the same are intended for, nor is there any outstanding and uncured violation of any Legal Requirement, including, without limitation, any Environmental Law.

7.9 Licenses and Permits. All Licenses and Permits and third party approvals which are necessary for the leasing and operation of the Property and as required under applicable Legal Requirements have been duly and finally received and shall be in full force and effect, with all appeal periods therefrom having lapsed with no appeal having been taken therefrom, and with no violations existing under the terms thereof.

7.10 Title Insurance; Other Evidence of Perfection. Lender shall have received: (i) a mortgagee's title insurance policy which meets Lender's title insurance requirements to the satisfaction of Lender and its counsel; and (ii) such other evidence of the perfection of its security interests as Lender and its counsel may reasonably require.

7.11 Survey. Lender shall have received and approved an on-site instrument survey of the Property containing a certification thereon, or on a separate surveyor's certificate, of a Registered Land Surveyor acceptable to Lender which meets Lender's survey requirements to the satisfaction of Lender and its counsel.

7.12 Condition of Property. There shall have been no material unrepaired or unrestored damage or destruction by fire or otherwise to any of the real or tangible personal property comprising or intended to comprise the Collateral, including the Property.

7.13 No Takings. Neither the Property nor any material portion thereof shall have been taken by eminent domain, nor shall there be any threat of such a taking.

7.14 Insurance. Borrower shall have provided to Lender evidence of: (i) insurance coverages which meet the property, hazard and other insurance requirements set forth on Exhibit D of this Loan Agreement to the satisfaction of Lender and Lender's Consultants; and (ii) prepayment of the premiums for such insurance for at least one (1) year following the Closing Date.

7.15 Utilities; Water; Drainage. Lender shall have received reports addressed to Lender from qualified engineers satisfactory to Lender that sanitary drinking water, sanitary sewer disposal systems, utility and power connections and storm drainage adequate for the Property are available as a matter of right and that all Licenses and Permits and contracts therefor have been duly obtained.

7.16 Hazardous Waste, Hazardous Materials and Toxic Substances. Lender shall have received, and in its sole discretion approved, satisfactory reports addressed to Lender from acceptable, qualified professionals prepared in accordance with Lender's protocols indicating the acceptability of the environmental risk associated with the Property, addressing the existence of any Hazardous Materials at, or which may affect, the Property and the Property's compliance with Environmental Laws.

7.17 Organizational Documents and Entity Agreements. Lender shall have received and approved all organizational documents and entity agreements (to the extent so requested), including, without limitation, the certificate of formation, organization or incorporation, as applicable, of Borrower and Guarantor (as applicable), the limited liability company agreement, partnership agreement, trust documents, articles of organization and by-laws, as applicable, of Borrower and Guarantor, as applicable and of those entities which comprise the respective partners, members and managers thereof, and a good standing certificate for Borrower and Guarantor (as applicable), from the jurisdiction of its organization.

7.18 Votes, Consents and Authorizations. Lender shall have received and approved certified copies of all resolutions, votes, consents and authorizations of the governing body of Borrower, and Guarantor as applicable, as may be required to evidence authority for: (i) closing the Loan and the transactions contemplated hereby; (ii) providing continuing authorization to designated persons to deal in all respects on behalf of Borrower, and Guarantor as applicable; and (iii) the execution of all Loan Documents.

7.19 Deposit Accounts. Borrower shall have opened the Demand Account and the Capex Reserve Account in accordance with Section 9.11 hereof.

7.20 Opinions. Lender shall have received and approved legal opinion letters from counsel representing Borrower and Guarantor which meet Lender's legal opinion requirements.

7.21 Leasing Matters. Lender shall have received a copy of each fully-executed Lease. Lender shall have approved each tenant and Lease in effect as of the Closing Date, and shall have received satisfactory estoppel certificates and, if requested, attornment agreements from each tenant.

7.22 No Default. There shall not be any Default or Event of Default under any of the Loan Documents.

Section 8 WARRANTIES AND REPRESENTATIONS.

Borrower warrants and represents to Lender for the express purpose of inducing Lender to enter into this Agreement, to make the Loan, and to otherwise complete all of the transactions contemplated hereby that as of the Closing Date, upon the date the Loan is funded and at all times thereafter until the Loan has been repaid and all Obligations to Lender have been satisfied as follows:

8.1 Financial Information. True, accurate and complete financial statements of Borrower and Guarantor have been delivered to Lender and the same fairly present the financial condition of Borrower and Guarantor as of the dates thereof and no material adverse change has occurred in such financial condition since the dates thereof. All financial statements of Borrower and Guarantor hereafter furnished to Lender shall be true, accurate and complete and shall fairly present the financial condition of Borrower and Guarantor, in all material respects, as of the dates thereof. As of the date hereof, all information included in the Beneficial Ownership Certification is true and correct in all respects.

8.2 No Violations. The execution, delivery and performance of this Agreement and the other Loan Documents, the borrowing of the Loan hereunder and the use of the proceeds thereof, and the subsequent payment and performance of the Obligations evidenced and secured by the Loan Documents shall not constitute a violation of, or conflict with, any Legal Requirement or Contractual Obligation of Borrower or Guarantor and will not result in, or require, the creation or imposition of any lien on any of their respective properties or assets pursuant to any Legal Requirement or Contractual Obligation (other than liens created by the Loan Documents).

8.3 No Litigation. There is no action, suit, litigation, investigation or proceeding of or before any arbitrator or governmental authority now pending or, to the best of Borrower's knowledge, threatened in writing, by or against Borrower or Guarantor with respect to any of the Loan Documents or any of the transactions contemplated hereby or thereby or which if adversely decided could materially impair the ability of Borrower or Guarantor to pay and perform their respective obligations hereunder or under the other Loan Documents, the Management Agreement or the Franchise Agreement.

8.4 Leases. True and complete copies of all Leases of the Property which are now in effect (and all guaranties thereof) have been delivered to Lender. Such Leases have not been further amended or changed in any respect and are in full force and effect, enforceable in accordance with the terms thereof, subject, however, to the terms of the Loan Documents.

8.5 Compliance with Legal Requirements. The Property presently complies and shall continue to comply with all material Legal Requirements, and any and all other covenants, conditions, restrictions or other matters which materially affect the Property.

8.6 Required Licenses and Permits. All Licenses and Permits which are reasonably required in order to operate the Property in the usual course of business have been duly and properly obtained, and will remain in full force and effect, and have been, and shall be complied with, in all respects.

8.7 Curb Cuts and Utility Connections. All required curb cuts, utility connections and Licenses and Permits therefor have been duly obtained and are in full force and effect and all utility services as required for water, gas, electric, telephone, sewer and storm drainage and sanitary waste disposal are and shall be available as a matter of right and to an extent adequate to serve the Property for their intended uses.

8.8 Good Title and No Liens. Borrower is the lawful owner of the Property and areas over, under or on which utility or passage easements are required to make use of the Property, including parking, as contemplated by the Loan Documents free and clear of all liens and encumbrances of any nature whatsoever, except for the matters, if any, which are listed as Permitted Title Exceptions and/or which are set forth in Lender's title policy and/or any endorsement thereto.

8.9 Use of Proceeds. The proceeds of the Loan shall be used solely and exclusively as provided for in this Agreement. No portion of the proceeds of the Loan shall be used directly or indirectly, and whether immediately, incidentally or ultimately (i) to purchase or carry any margin stock, or to extend credit to others for the purpose thereof, or to pay or refund indebtedness previously incurred for such purpose, (ii) for any purpose which would violate or is inconsistent with the regulations of the Board of Governors of the Federal Reserve System including, without limitation, Regulations G, T, U and X thereof, or (iii) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of the FCPA or any other applicable anti-corruption law.

8.10 Entity Matters.

8.10.1 Organization. Borrower is a duly organized limited liability company validly existing and in good standing under the laws of the State of Delaware, and Linchris is a duly organized corporation validly existing and in good standing under the laws of the State of New Hampshire, and each is duly qualified in the jurisdiction where the Property is situated and in each jurisdiction where the nature of its business is such that qualification is required and has all requisite power and authority to conduct its business and to own its property, as now conducted or owned, and as contemplated by this Loan Agreement.

8.10.2 Ownership and Taxpayer Identification Numbers. All of the members and managers of Borrower, and a description of the ownership interests of Borrower held by the same, are listed in Exhibit B and no additional ownership interests, or rights or instruments convertible into such ownership interests, shall be issued, nor shall any

ownership change, except for Permitted Transfers. The identity and ownership interest of any Guarantor which is not a natural person are accurately stated in Exhibit B. The taxpayer identification number(s) of Borrower and Guarantor are accurately stated in Exhibit B. The organizational chart in Exhibit B-1 is true, accurate and complete, including the percentage interests in Borrower shown thereon.

8.10.3 Authorization. Each of Borrower and Guarantor has the power and authority, and the legal right, to execute, deliver and perform each Loan Document to which it is a party and, in the case of Borrower, to obtain the Loan hereunder. Each of Borrower or Guarantor has taken all necessary organizational action to authorize the execution, delivery and performance of the Loan Documents to which it is a party and, in the case of Borrower, to authorize the borrowing of the Loan on the terms and conditions contained herein. No consent or authorization of, filing with, notice to or other act by, or in respect of, any governmental authority or any other Person is required in connection with the extensions of credit hereunder or with the execution, delivery, performance, validity or enforceability of this Agreement or any of the Loan Documents. Each Loan Document has been duly executed and delivered by each of Borrower and Guarantor party thereto.

8.11 Valid and Binding. Each of the Loan Documents constitutes the legal, valid and binding obligations of Borrower and where applicable, Guarantor, in accordance with the respective terms thereof, and the Management Agreement and the Franchise Agreement each constitute legal, valid and binding obligations of the parties thereto, in accordance with the respective terms thereto, subject to bankruptcy, insolvency and similar laws of general application affecting the rights and remedies of creditors and principles of equity and, with respect to the availability of the equitable remedies of specific enforcement, subject to the discretion of the court before which any proceeding therefor may be brought.

8.12 Deferred Compensation and ERISA. Borrower does not have any pension, profit sharing, stock option, insurance or other arrangement or plan for employees covered by Title IV of the Employment Retirement Security Act of 1974, as now or hereafter amended (hereinafter, "ERISA") except as may be designated to Lender in writing by Borrower from time to time (hereinafter, the "ERISA Plan") and no "reportable event" or "accumulated funding deficiency", each as defined in ERISA, has occurred and is now continuing with respect to any such ERISA Plan. The granting of the Loan, the performance by Borrower of its obligations under the Loan Documents and Borrower's conducting of its operations do not and will not violate any provisions of ERISA.

8.13 No Material Change; No Default. There has been no material adverse change in the financial condition, business, affairs or control of Borrower or Guarantor since the date of their respective last financial statement most recently delivered to Lender in accordance with the requirements of Section 9.2 hereof. No Default or Event of Default has occurred and is continuing under any Loan Document. No default or event of default has occurred and is continuing under the Management Agreement or the Franchise Agreement, and no event has occurred and is continuing which could constitute a default under the Management Agreement or the Franchise Agreement. Borrower and Guarantor have filed all required federal, state and local

tax returns and have paid all Taxes due pursuant to such returns or any assessments against Borrower, Guarantor, or the Property.

8.14 No Broker or Finder. Neither Borrower nor Guarantor nor anyone on behalf thereof has dealt with any broker, finder or other person or entity who or which may be entitled to a broker's or finder's fee, or other compensation, payable by Lender in connection with the Loan. Any fees owed to JLL with respect to the Loan shall be paid by Borrower.

8.15 Background Information and Certificates. All of the factual information contained or referred to in Section 1 of this Agreement and in the Exhibits to this Agreement, and in the certificates and opinions furnished to Lender by or on behalf of Borrower in connection with the Property, is true, accurate and complete in all material respects, and omits no material fact necessary to make the same not misleading.

8.16 Guarantor's Warranties and Representations. Borrower has no reason to believe that any warranties or representations made in writing by Guarantor to Lender are untrue, incomplete or misleading in any respect.

8.17 Condemnation, Casualty. There are no condemnation proceedings or the like pending or, to Borrower's knowledge, threatened in writing against the Property or any portion thereof nor has there occurred any Casualty at the Property.

8.18 Special Assessments. Except as may be set forth in the loan policy of title insurance delivered in connection herewith, as of the date hereof there are no pending nor, to Borrower's knowledge, proposed special or other assessments for public improvements or otherwise affecting the Property.

8.19 Flood Zone. No portion of the Land is located in any special flood hazard area designated as such by any public authority for which flood hazard insurance would be required.

8.20 Other Indebtedness. Borrower has no material financial obligation under any indenture, mortgage, deed of trust, loan agreement or the like other than the Obligations.

8.21 Management and Franchise Agreement. True and complete copies of the Management Agreement and the Franchise Agreement for the Property have been delivered to Lender. Such agreements have not been further amended or changed and are in full force and effect, enforceable in accordance with their terms, subject to the terms of the Loan Documents.

8.22 Compliance with Anti-Terrorism, Embargo, Sanctions and Anti-Money Laundering Laws. Borrower, and to the best of Borrower's knowledge, after having made diligent inquiry, (a) each Person owning an interest of 20% or more in Borrower and (b) Guarantor: (i) is not currently identified on the U.S. Office of Foreign Asset Control list, and (ii) is not a person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. Borrower has implemented procedures, and will consistently apply those procedures throughout the term of the Loan, to ensure the foregoing representations and warranties remain true and correct during the term of the Loan.

Section 9 COVENANTS. Borrower covenants and agrees that from the Closing Date and so long as any Obligations remain outstanding hereunder, as follows:

9.1 Notices. Borrower shall, with reasonable promptness, but in all events within five (5) days after it has actual knowledge thereof, notify Lender in writing of the occurrence of any act, event or condition which constitutes a Default under any of the Loan Documents, or a default or event of default under the Management Agreement or the Franchise Agreement. Such notification shall include a written statement of any remedial or curative actions which Borrower proposes to undertake to cure or remedy such Default.

9.2 Financial Statements and Reports. Borrower shall furnish or cause to be furnished to Lender from time to time the following financial statements and reports and other information, all in form, manner of presentation and substance acceptable to Lender:

9.2.1 Annual Statements. Within one hundred twenty (120) days following the end of each calendar year, management prepared, and certified by Borrower to be true, accurate and complete, financial statements of Borrower prepared in accordance with generally accepted accounting principles, or other recognized method of accounting acceptable to Lender, consistently applied, in form and manner of presentation acceptable to Lender, such financial statements to include and to be supplemented by such detail and supporting data and schedules as Lender may from time to time reasonably determine;

9.2.2 Compliance Certificate. Together with the financial statements required in Section 9.2.1, a certificate of a duly authorized officer of Borrower, stating (i) that such financial statements have been prepared in accordance with generally accepted accounting principles, consistently applied, (ii) whether or not such officer has knowledge of the occurrence of any Default or Event of Default not theretofore reported and remedied and, if so, stating in reasonable detail the facts with respect thereto, and (iii) all relevant facts in reasonable detail to evidence, and the computations as to, whether or not Borrower is in compliance with the financial covenants described herein (if Lender does not require delivery of the foregoing certificate, Lender's failure to require such delivery shall not be considered a waiver of such requirement and Lender may at any time require Borrower to comply with the foregoing);

9.2.3 Periodic Statements. Within forty-five (45) days after the end of each calendar quarter, management prepared, and certified by Borrower to be true, accurate and complete, operating statement showing the results of operation for the prior quarter and on a year-to-date basis for the period just ended, including an STR report for the Hotel's comparable hotel set, occupancy reports, ADR, RevPar, and cash flows for the quarter just ended;

9.2.4 Data Requested. Within a reasonable period of time and from time to time such other financial data or information as Lender may reasonably request with respect to the Property or Borrower including, but not limited to, payment of real estate taxes, rent rolls, aged receivables, aged payables, leases, budgets, forecasts, reserves, cash flow projections, physical condition of the Property and pending lease proposals;

9.2.5 Tax Returns. Annually, within fifteen (15) days of filing but no later than November 1 of any year in which an extension has been filed, copies of all federal and state tax returns of Borrower and Guarantor;

9.2.6 Guarantor's Statements. To the extent requested by Lender at Lender's sole option, the financial statements and reports required to be furnished by Guarantor as set forth in the Guaranty; and

9.2.7 Changes in Beneficial Ownership Certification. Promptly upon obtaining knowledge thereof, notification to Lender of any change in the information provided in the Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified in such certification.

9.3 Payment of Taxes and Other Obligations.

(a) Subject to the rights provided in Section 10 of this Agreement, Borrower shall duly pay and discharge, or cause to be paid and discharged, before the same shall become overdue, all Taxes, assessments and other governmental charges payable by it or with respect to the Property, as well as all claims and obligations for materials, supplies or services.

(b) Borrower will duly pay and discharge, or cause to be paid and discharged, before the same shall become overdue, all Taxes, assessments and other governmental charges imposed upon it and its other real properties, sales and activities, or any part thereof, or upon the income or profits therefrom, as well as all claims for labor, materials, or supplies that if unpaid might by law become a lien or charge upon any of its property; provided that any such tax, assessment, charge, levy or claim with respect to properties other than the Property need not be paid if the validity or amount thereof shall currently be contested in good faith by appropriate proceedings and if Borrower shall have set aside on its books adequate reserves with respect thereto; and provided further that Borrower will pay all such Taxes, assessments, charges, levies or claims forthwith upon the commencement of proceedings to foreclose any lien that may have attached as security therefor.

9.4 Conduct of Business; Compliance with Law. As an express inducement to Lender to make and maintain the Loan, Borrower agrees at all times prior to payment and satisfaction of all Obligations to be and remain a single purpose real estate asset entity and not to engage in any other business or enterprise other than with respect to the Property.

9.5 Insurance.

9.5.1 Borrower to Maintain Insurance. Borrower shall at all times maintain in full force and effect the insurance coverages as set forth in Exhibit D of this Agreement, and shall cause Lender to be designated as mortgagee/loss payee/additional insured in accordance with the requirements of Exhibit D. Lender shall be provided with evidence of such insurance coverage upon the closing of the Loan and thereafter at least thirty (30) days prior to each annual renewal or replacement of such coverages.

9.5.2 Flood Insurance. If at any time, the Improvements or any part thereof lie within a “special flood hazard area” as designated on maps prepared by the Federal Emergency Management Agency (FEMA), a one hundred year flood plain or other area identified by Lender as having a high or moderate risk of flooding, Borrower shall obtain a flood insurance policy or policies, in form and substance acceptable to Lender, covering the Improvements and contents (to the extent the contents secure the Obligations) for the duration of the Loan in an amount at least equal to the full insurable value on a replacement cost basis (without deduction for depreciation) of the Improvements and contents, if applicable, or the amount of the Obligations, whichever is less.

9.6 Restrictions on Liens, Transfers and Additional Debt.

9.6.1 Prohibited Transactions. Except for Permitted Transactions, Borrower shall not:

(i) Create or incur, or suffer to be created or incurred, or to exist, any encumbrance, mortgage, pledge, lien, charge or other security interest of any kind upon the Property, or any portion thereof except for easements required for the use of the Property if consented to by Lender;

(ii) Create or incur any indebtedness for borrowed funds whether secured or unsecured either directly or as a guarantor except for the Loan;

(iii) directly or indirectly permit any sale, transfer, exchange, assignment or pledge of or grant of any security interest in any direct or indirect ownership interests in Borrower;

(iv) sell, convey, transfer or exchange any of its assets of any character related to the Property, or any portion thereof, whether now owned or hereafter acquired; or

(v) enter into any management agreement, franchise agreement or Lease for the Property other than as permitted in accordance with the terms of this Agreement.

9.6.2 Permitted Transactions. The term “Permitted Transactions” shall mean Permitted Transfers, Permitted Additional Debt, Permitted Title Exceptions and Approved Leases.

9.6.3 Permitted Transfers. The term “Permitted Transfers” shall mean:

(i) the Security Documents and other agreements in favor of Lender;

(ii) transactions, whether outright or as security, for which Lender’s prior written consent has been obtained, which consent may be withheld, granted or granted conditionally, subject to such protective and other conditions as Lender may require in its sole and absolute discretion; and

(iii) sales or dispositions in the ordinary course of business of worn, obsolete or damaged items of personal property or fixtures which are suitably replaced.

9.6.4 Permitted Additional Debt. The term "Permitted Additional Debt" shall mean:

(i) indebtedness for which Lender's prior written consent has been obtained, which consent may be withheld, granted or granted conditionally subject to such protective and other conditions as Lender may require in its sole and absolute discretion;

(ii) indebtedness incurred in the ordinary course of business for the purchase of goods or services which are payable, without interest, within thirty (30) days of billing.

9.6.5 Restrictions on Investments. Borrower will not make or permit to exist or to remain outstanding any Investment except an Investment in assets which constitute the Property or investments of the proceeds of the Property and which are in: (i) marketable direct or guaranteed general obligations of the United States of America which mature within one year from the date of purchase by Borrower; or (ii) bank deposits, certificates of deposit and banker's acceptances, or other obligations in or of Lender or other banks located within and chartered by the United States of America or a state and having assets of over \$500,000,000.00. All such Investments shall be made in a manner which assures that Lender shall have and maintain a perfected first lien security interest therein.

9.6.6 Additional Funds. All funds required for the operation of the Property in excess of those available from ordinary cash flow of the Property shall be provided by Borrower, or its owners, or Guarantor, as additional equity contributions.

9.6.7 Right to Accelerate Loan. The Loan shall become due and payable in full, and Lender shall have the right to accelerate the Loan and declare an Event of Default, at the option of Lender, upon any breach or violation of the provisions of this Section 9.6.

9.6.8 Lender's Options. Lender may, at its option, in lieu of accelerating the Loan, and in its sole and absolute discretion, agree to waive compliance with the provisions of this Section 9.6 in any instance upon compliance with such terms and conditions as Lender may impose, including, without limitation, the payment of a material fee and a change in the interest rate and other terms. Except for Permitted Transfers, Lender may grant or withhold, or conditionally grant, its consent to any proposed transfer in its sole and absolute discretion. In the case of a sale or transfer with Lender's prior written consent, or any such Permitted Transfer, the seller or transferor shall remain jointly and severally liable with the purchaser or transferee for all liabilities of Borrower or its owners hereunder.

9.6.9 Limits. Borrower shall not guarantee to anyone other than Lender the obligations of any person or entity. Borrower shall not pay any money or distribute any property (in any form) to its owners, in any capacity, or to any Guarantor, or to any affiliated entity or related party, except for Permitted Distributions.

9.6.10 Permitted Distributions. The term “Permitted Distributions” shall mean (a) so long as no Default or Event of Default has occurred, and (b) so long as the Loan evidences compliance with the required Debt Service Coverage Ratio hereunder and there is excess cash flow from the Property available to Borrower, any distributions or payments made pursuant to the terms of Borrower’s organizational documents to owners or affiliates of Borrower. Notwithstanding the foregoing, Borrower shall not make any distributions which would cause the Loan to be classified as High Volatility Commercial Real Estate under Basel III.

9.7 Indemnification Against Payment of Brokers’ Fees. Borrower agrees to defend, indemnify and save harmless Lender from and against any and all liabilities, damages, penalties, costs, and expenses, relating in any manner to any brokerage or finder’s fees in respect of the Loan.

9.8 Limitations on Certain Transactions.

9.8.1 No Merger or Acquisition. Borrower shall not dissolve or liquidate, nor merge or consolidate with or otherwise acquire all or substantially all of the assets of any other entity.

9.8.2 Contracts of a Material or Significant Nature. Except for contracts otherwise complying with this Agreement, or contracts necessary to comply with the terms of any Franchise Agreement (e.g. to perform Hotel refreshes), Borrower shall not enter into any other contracts, agreements or purchase orders which would involve the expenditure of more than \$100,000.00 in any instance or \$250,000.00 in the aggregate relating to the Property without Lender’s prior written consent, which consent shall not be unreasonably withheld or delayed, but which consent may be conditioned upon a demonstration by Borrower to Lender’s reasonable satisfaction that the contract, agreement or purchase order is reasonable and that Borrower has adequate resources to pay and perform the same.

9.9 Approval of Management and Management Contract. Lender shall have the continuing right to approve the identity of any management company operating the Hotel at the Property and the terms and conditions of the contract for such management. Lender’s approval shall not be unreasonably withheld or delayed. Any management contract for the Property shall be collaterally assigned to Lender.

9.10 Approval of Franchise Agreement. Lender shall have the continuing right to approve any change in the identity of any franchisor for the Hotel at the Property, or the termination of any such franchise agreement. Borrower shall not terminate the Franchise Agreement or enter into any change, waiver, modification or amendment to the Franchise

Agreement or the “flag” of the Property, or enter into any new franchise agreement, without prior written consent of Lender, not to be unreasonably withheld or delayed.

9.11 Deposit Accounts.

9.11.1 Operating Account. Borrower shall maintain an operating account (hereinafter, the “Demand Account”) with Lender for the term of the Loan, into which all rents and other income from the Property shall be deposited. Lender is hereby authorized, on or after the due date, to charge such Demand Account, or any other deposit account of Borrower at Lender, with the monthly payments coming due under the Loan when due. Borrower shall maintain sufficient collected funds in such account to enable Lender to charge such account for each payment due under this Agreement, the Note, and the Loan Documents on the due date thereof. The failure of Lender to so charge such account shall not affect or limit Borrower’s obligation to make any required payment.

9.11.2 Capex Reserve Account. Borrower shall open and maintain a capital reserves expenditure account (“Capex Reserve Account”) with Lender, which is hereby deemed pledged to Lender as additional collateral for the Loan, into which Borrower shall deposit on a monthly basis a minimum of 4% of monthly room revenues from the Hotel. Borrower shall have the right to use the funds in the Capex Reserve Account for capital expenditures at the Property, subject to reasonable approval by Lender. The Capex Reserve Account will be under the sole control and dominion of Lender, and Borrower shall have no right of withdrawal therefrom except as provided this paragraph. Borrower hereby grants, pledges and assigns to Lender a lien on and security interest in the Capex Reserve Account (which pledge and security interest is also evidenced by the Capex Reserve Account Pledge) as security for all liabilities and obligations to Lender, with all such amounts in such account constituting “cash collateral” as additional security for the Obligations. If an Event of Default has occurred and is continuing, amounts on deposit in the Capex Reserve Account may be applied to the Obligations as determined by Lender in its sole discretion.

9.12 Place for Records; Inspection. Borrower shall maintain all of its business records at the address specified at the beginning of this Agreement. Upon reasonable notice and at reasonable times during normal business hours Lender shall have the right (through such agents or Consultants as Lender may designate), to examine Borrower’s property and make copies of and abstracts from Borrower’s books of account, correspondence and other records and to discuss its financial and other affairs with any of its owners and any accountants hired by Borrower, it being agreed that Lender shall use reasonable efforts not to divulge information obtained from such examination to others except in connection with Legal Requirements and in connection with administering the Loan, enforcing its rights and remedies under the Loan Documents and in the conduct, operation and regulation of its banking and lending business (which may include, without limitation, the transfer of the Loan or of participation interests therein pursuant to this Agreement). Any transferee of the Loan or any portion thereof or any holder of a participation interest in the Loan shall be entitled to deal with such information in the same manner and in connection with any subsequent transfer of its interest in the Loan or of further participation interests therein.

9.13 Costs and Expenses. Borrower shall pay all costs and expenses (excluding salaries or wages of full time employees of Lender) incurred by Lender in connection with the implementation of the Loan, the administration of the Loan, the enforcement of Lender's rights under the Loan Documents, including, without limitation, reasonable legal fees and disbursements, appraisal fees, accounting and consulting fees, brokerage fees, inspection fees, plan review fees, travel costs, fees and costs of independent engineers and consultants. Borrower's obligations to pay such costs and expenses shall include, without limitation, all reasonable attorneys' fees and other actual costs and expenses for preparing and conducting litigation or dispute resolution arising from any breach by Borrower or Guarantor of any covenant, warranty, representation or agreement under any one or more of the Loan Documents.

9.14 Compliance with Legal Requirements. Borrower shall comply with all Legal Requirements applicable to Borrower or the Property.

9.15 Indemnification. Borrower shall at all times, both before and after repayment of the Loan, at its sole cost and expense defend, indemnify, exonerate and save harmless Lender and all those claiming by, through or under Lender (hereinafter an "Indemnified Party") against and from all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind whatsoever, including, without limitation, reasonable attorneys' fees and experts' fees and disbursements, which may at any time (including, without limitation, before or after discharge or foreclosure of the Mortgage) be imposed upon, incurred by or asserted or awarded against the Indemnified Party and arising from or out of:

(i) any Hazardous Materials or any violation of, or failure to comply with, any Legal Requirements, including without limitation as provided in the Environmental Indemnity;

(ii) any liability for damage to person or property arising out of any violation of any Legal Requirement applicable to Borrower, the Property, or both; or

(iii) any act, omission, negligence or conduct at the Property, or arising or claimed to have arisen, out of any act, omission, negligence or conduct of Borrower or any contractor, subcontractor, tenant, occupant or invitee thereof which is in any way related to the Property.

Notwithstanding the foregoing, an Indemnified Party shall not be entitled to indemnification in respect of claims arising from acts of its own gross negligence or willful misconduct to the extent that such gross negligence or willful misconduct is determined by the final judgment of a court of competent jurisdiction, not subject to further appeal, in proceedings to which such Indemnified Party is a proper party.

9.16 Leasing Matters.

9.16.1 No Other Leases. Borrower shall not enter any Lease or any modification or amendment to an existing Lease with respect to the Property, without consent of Lender.

9.16.2 Lender's Further Approval Required. With respect to any Lease or material modification or amendment thereof, Lender's written approval shall be required in each instance as to: (i) the economic and other terms of every such lease executed after the Closing Date of the Property or any portion thereof; (ii) each tenant under a Lease executed after the Closing Date; and (iii) each guarantor of a tenant's obligations with respect to a Lease executed after the Closing Date. Any Lease which has been so approved by Lender, and, if so requested by Lender as to which the tenant has executed an SNDA Agreement, estoppel certificate, or both, acceptable to Lender shall be an "Approved Lease".

9.16.3 Borrower's Requests. Any request by Borrower for an approval from Lender with respect to leasing matters as set forth in Section 9.16.2 above shall be accompanied, at a minimum, by the following: (i) the proposed lease or modification or amendment thereof complete with all applicable schedules and exhibits; (ii) a complete copy of any proposed guaranty; (iii) comprehensive financial information with respect to the proposed tenant and, if applicable, the proposed guarantor (as to new leases or amendments or modifications to existing leases involving material economic changes); (iv) a brief written summary of the proposed permitted uses and a discussion of how such uses relate to other tenancies then existing at the Property; and (v) an executive summary of the terms and conditions of the proposed lease and, if applicable, the proposed guaranty.

9.16.4 Lender Response. Lender shall act on requests from Borrower for any approval under Section 9.16 in a commercially reasonable manner and shall use commercially reasonable efforts to respond to any such request within fifteen (15) days following Lender's receipt thereof. Lender's response may consist of an approval or disapproval of the request, or a conditional approval thereof subject to specified conditions, or a request for further data or information, or any combination thereof. In order to expedite the processing of requests for such approvals, Borrower agrees to provide Lender with as much advance information as is possible in a commercially reasonable manner in advance of Borrower's formal request for an approval.

9.16.5 SDNAs and Estoppels. Lender shall have the right to require each tenant to execute and deliver to Lender a subordination, nondisturbance of possession and attornment agreement (the "SNDA Agreement") in form, content and manner of execution acceptable to Lender and, from time to time, an estoppel certificate in form and manner of execution acceptable to Lender.

9.17 Loan to Value Ratio and Appraisals.

9.17.1 Loan to Value Ratio. At all times during the term of the Loan, the ratio (hereinafter, the "Loan to Value Ratio") obtained by dividing: (i) the outstanding principal balance of the Loan by (ii) the appraised value of the Property, expressed as a percentage, shall not be greater than fifty-five percent (55%) on an "As Complete" basis based on the appraisal obtained by Lender in connection with closing of the Loan (hereinafter, the "Original Appraisal") which has been accepted by Lender, as such appraised value may hereafter be changed either by an update to the Original Appraisal or

by a new appraisal ordered by and acceptable to Lender, as set forth below. Lender shall have the right to test the Loan to Value Ratio at any of the following times: (a) at Closing and; (b) if Event of Default has occurred; or (c) if the Debt Service Coverage Ratio is less than 1.35 to 1.00.

9.17.2 Updated Appraisals. Lender shall have the right at its option, from time to time but no more than once per calendar year unless an Event of Default has occurred, to order an update to the Original Appraisal or a new appraisal (collectively, an “Updated Appraisal”). Each Updated Appraisal shall be prepared by the original or more recent appraiser unless Lender makes a good faith determination not to have such appraiser prepare the same in which event the Updated Appraisal shall be prepared at Lender’s direction by an appraiser selected by Lender.

9.17.3 Costs of Appraisal. Borrower shall pay for the costs of the Original Appraisal and for any Updated Appraisals obtained by Lender provided that Borrower shall not be required to pay for more than one (1) Updated Appraisal per calendar year during the term of the Loan unless either (i) an Event of Default has occurred, or (ii) Lender determines in good faith that there is a likelihood that an Updated Appraisal would reflect a diminution of the appraised value of the Property by more than five (5%) percent.

9.18 Debt Service Coverage Ratio.

9.18.1 Required Debt Service Coverage Ratio. Borrower shall maintain a minimum Debt Service Coverage Ratio of 1.35 to 1.0 at all times, as determined by Lender (the “Debt Service Coverage Covenant”), such covenant to be tested annually .

9.18.2 Certain Definitions.

(i) “Calculation Date” shall mean the last day of each calendar year commencing with December 31, 2025.

(ii) “Calculation Period” shall mean each successive twelve (12) month period ending on a Calculation Date.

(iii) “Debt Service Coverage Ratio” shall mean the ratio for the Calculation Period of: (A) Net Operating Income to (B) Debt Service on the Loan, at the time of calculation hereunder.

(iv) “Net Operating Income” shall mean all revenues derived from Approved Leases and the ownership and operation of the Property minus all Operating Expenses, incurred during the applicable Calculation Period.

(v) “Operating Expenses” shall mean expenditures of all kinds made by Borrower with respect to the operation of the Property in the normal course of business, including, but not limited to, expenditures for Taxes, insurance, repairs, replacements, maintenance, management fees, salaries, wages and utility costs, and reasonable additions to, or creations of, reserves for repairs and replacements

and for capital expenditures required to comply with Legal Requirements or Approved Leases or amendments thereto, but expressly excluding: (a) any debt service on the Loan, (b) expenditures made out of reserves previously created, (c) renovations, and (d) capital improvements.

(vi) "Debt Service on the Loan" shall mean the actual payments of principal and interest with respect to the Loan.

9.18.3 Debt Service Coverage Covenant Cure. In the event of a default under the Debt Service Coverage Covenant, then the Debt Service Coverage Covenant may be satisfied by either (a) a voluntary paydown of the Loan by Borrower, subject to the satisfaction of any conditions to prepayment, in an amount that would have resulted in the Debt Service Coverage Covenant being in compliance as of such testing date (provided, however, in no event shall Borrower be permitted to make any voluntary paydown or cash deposit to cure any Debt Service Coverage Covenant failure on more than two (2) occasions during the term of the Loan), or (b) depositing Surplus Cash Flow into a surplus cash reserve escrow account (the "Surplus Cash Reserve Account") held and controlled by Lender until Borrower demonstrates two (2) consecutive quarters of trailing 12-month cash flow results that show a Debt Service Coverage Ratio in excess of 145%. Funds in the Surplus Cash Reserve Account shall be and are hereby pledged and assigned to Lender, for its benefit, as additional cash collateral for the payment and performance of Borrower's obligations in connection with the Loan, and will be used by Lender in its sole discretion for any of the following purposes: to cover future payments of principal and interest to Lender, including any interest occurring at the Default Rate and any late payment charges, or required monthly Maintenance Reserve Account funds, Tax Escrow Account Funds (if applicable), and other monthly operating, maintenance and management expenses of Borrower. If Borrower desires a disbursement of funds in the Surplus Cash Reserve Account in order to cover monthly operating, maintenance and management expenses, Borrower shall submit a written request to Lender (e-mail submissions are acceptable) describing the operating expenses and providing reasonable back-up information. Lender shall respond to such request within five (5) business days which response may include a request for additional back-up information and/or a partial approval of such request based on Lender's commercially reasonable assessment of the request. Any amounts remaining in the Surplus Cash Reserve Account upon Borrower's satisfaction of the Debt Service Coverage Covenant pursuant to this Section 9.18.3, shall be promptly released to Borrower assuming no other Event of Default shall have occurred. For purposes of this Section 9.18.3, "Surplus Cash Flow" for any period means the Net Cash Flow for such period less current interest and principal payments due on the Loan for such period. "Net Cash Flow" for any period means, all revenues of Borrower, determined on a cash basis, derived from the ownership, operation, use, leasing and occupancy of the Property during such period including rents, lease termination fees, expense reimbursements, interest income and forfeited security and other deposits for such period less the actual, customary and reasonable expenses actually paid in connection with operating the Property, including without limitation all expenditures paid or payable of whatever kind relating to the operation, maintenance and management of the Property that are incurred on a regular monthly or other periodic basis (both department expenses and undistributed operating expenses), including without limitation,

utilities, ordinary repairs and maintenance, insurance, license fees, taxes and assessments, advertising expenses, management fees, all required contributions to reserves and/or escrows under the Loan Documents, net of the distributions from such reserves and/or escrows allocable to the same reporting period, payroll and related taxes, and other similar costs, but excluding: (A) any loan proceeds, (B) proceeds or payments under insurance policies (but including proceeds of business interruption insurance); (C) condemnation proceeds; (D) any security deposits received from tenants in the Property, unless and until the same are applied to rent or other obligations in accordance with any tenant's Lease; (E) occupancy taxes and (F) any other extraordinary items approved by Lender, in its sole discretion.

9.19 Replacement Documentation. Upon receipt of an affidavit of an officer of Lender as to the loss, theft, destruction or mutilation of the Note or any other security document which is not of public record, and, in the case of any such loss, theft, destruction or mutilation, upon surrender and cancellation of such Note or other security document, Borrower will issue, in lieu thereof, a replacement Note or other security document in the same principal amount thereof and otherwise of like tenor.

9.20 Required Licenses and Permits. Borrower shall cause all Licenses and Permits obtained by Borrower which are reasonably required to maintain the Property to remain in full force and effect, without violation thereof, during the term of the Loan and shall not materially amend or modify, or terminate or surrender, or agree to the material amendment or modification, termination or surrender of the Licenses and Permits without prior written consent of Lender.

9.21 Foreign Corrupt Practices Act. Borrower will maintain in effect policies and procedures designed to promote compliance by Borrower, and its respective directors, officers, employees, and agents with the FCPA and any other applicable anti-corruption laws.

9.22 OFAC Compliance. Borrower shall not (a) be or become subject at any time to any law, regulation, or list of any governmental authority (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits or limits Lender from making any advance or extension of credit to Borrower or from otherwise conducting business with Borrower, or (b) fail to provide documentary and other evidence of Borrower's identity as may be requested by Lender at any time to enable Lender to verify Borrower's identity or to comply with any applicable law or regulation. Borrower has implemented procedures, and will consistently apply those procedures throughout the term of the Loan, to ensure compliance with the foregoing subsection (a) during the term of the Loan.

9.23 Patriot Act. To the extent required, each of Borrower and Guarantor is in compliance, in all material respects, with the (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended) and any other applicable enabling legislation or executive order relating thereto, and (ii) the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001). To the best of Borrower's and Guarantor's knowledge, no part of the proceeds of the Loan will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an

official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

Section 10 RIGHT TO CONTEST.

10.1 Taxes and Claims by Third Parties. Notwithstanding the provisions of Section 9.3 which obligate Borrower to pay Taxes and other obligations to third parties when due, it is agreed that any tax, assessment, charge, levy, claim or obligation to a third party (expressly excluding an obligation to Lender created under the Loan Documents) need not be paid while the validity or amount thereof shall be contested currently, diligently and in good faith by appropriate proceedings and if Borrower shall have adequate unencumbered (except in favor of Lender) cash reserves or other security reasonably acceptable to Lender with respect thereto or Borrower provides a bond or other security acceptable to Lender; and further provided that such contest does not create a default by Borrower under any lease assigned to Lender; and provided, further, that Borrower shall pay all Taxes, assessments, charges, levies or obligations: (i) immediately upon the commencement of proceedings to enforce any lien which may have attached as security therefor, unless such proceeding is stayed by proper court order pending the outcome of such contest; and (ii) as to claims for labor, materials or supplies, prior to the imposition of any lien on the Property unless the lien is discharged or bonded or insured over by Lender's title policy to the satisfaction of Lender.

10.2 Legal Requirements. Notwithstanding anything to the contrary herein or in any other Loan Documents, Borrower may contest in good faith any claim, demand, levy or assessment under any Legal Requirements by any Person if: (i) the contest is based upon a material question of law or fact raised by Borrower in good faith; (ii) Borrower properly commences and thereafter diligently pursues the contest; (iii) the contest will not materially impair the ability to ultimately comply with the contested Legal Requirement should the contest not be successful; (iv) Borrower demonstrates to Lender's reasonable satisfaction that Borrower has the financial capability to undertake and pay for such contest and any corrective or remedial action then or thereafter reasonably likely to be necessary; (v) the likely cost of complying with the Legal Requirement in the event the contest is not successfully resolved, as determined reasonably by Lender, is more than \$25,000.00; (vi) there is no reason to believe that the contest will not be resolved prior to the Maturity Date; (vii) no Event of Default exists (other than as a result of the subject matter of the contest); and (viii) the contest relates to an Environmental Law, Borrower otherwise complies with all terms of the Environmental Indemnity.

10.3 Recourse Provisions. Borrower shall be fully liable for the Loan and the Obligations of Borrower to Lender.

Section 11 EVENTS OF DEFAULT. The following provisions deal with Default, Events of Default, notice, grace and cure periods, and certain rights of Lender following an Event of Default.

11.1 Default and Events of Default. The term "Default" as used herein or in any of the other Loan Documents shall mean an Event of Default or any fact or circumstance which constitutes, or upon the lapse of time, or giving of notice, or both, would constitute, an Event of Default. Each of the following events, unless cured within any applicable grace period set forth

or referred to below in this Section 11.1, or in Section 11.2, shall constitute an “Event of Default”.

11.1.1 Generally. A default by Borrower in the performance of any term, provision or condition of this Agreement to be performed by Borrower, or a breach, or other failure to satisfy, any other term, provision, condition, covenant or warranty under this Agreement, including, without limitation, as to any requirements herein pertaining to financial reporting, Loan to Value Ratio or Debt Service Coverage Ratio requirements, or Prohibited Transactions, and such default remains uncured beyond any applicable specific grace period provided for in this Agreement, or as set forth in Section 11.2 below;

11.1.2 Note, Mortgage and Other Loan Documents. A default by Borrower in the performance of any term or provision of the Note, or of the Mortgage, or of any of the other Loan Documents, or a breach, or other failure to satisfy, any other term, provision, condition or warranty under the Note, the Mortgage or any other Loan Document, regardless of whether the then undisbursed portion of the Loan is sufficient to cover any payment of money required thereby, and the specific grace period, if any, allowed for the default in question shall have expired without such default having been cured;

11.1.3 Financial Status and Insolvency. Borrower shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) file a petition in bankruptcy or a petition to take advantage of any insolvency act; (iii) make an assignment for the benefit of creditors; (iv) consent to, or acquiesce in, the appointment of a receiver, liquidator or trustee of itself or of the whole or any substantial part of its properties or assets; (v) file a petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Federal Bankruptcy laws or any other applicable law; (vi) have a court of competent jurisdiction enter an order, judgment or decree appointing a receiver, liquidator or trustee of Borrower, or of the whole or any substantial part of the property or assets of Borrower, and such order, judgment or decree shall remain unvacated or not set aside or unstayed for sixty (60) days; (vii) have a petition filed against it seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Federal Bankruptcy laws or any other applicable law and such petition shall remain undismissed for sixty (60) days; (viii) have, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction assume custody or control of Borrower or of the whole or any substantial part of its property or assets and such custody or control shall remain untermiated or unstayed for sixty (60) days; (ix) have an attachment or execution levied against any substantial portion of the property of Borrower or against any portion of the Collateral which is not discharged or dissolved by a bond within thirty (30) days; or (x) have any material adverse change in its financial condition since the date of this Agreement; or (xi) any such event shall occur with respect to Guarantor.

11.1.4 Liens. Title to the Collateral is or becomes reasonably unsatisfactory to Lender by reason of any lien, charge, encumbrance or title condition, or a lien for the performance of work, or the supply of materials, or a notice of contract, or an attachment, judgment, execution or levy is filed against the Land or the Property and remains

unsatisfied or is not discharged or dissolved by a bond (or by cash security or collateral acceptable to Lender) for a period of thirty (30) days after notice thereof from Lender to Borrower.

11.1.5 Breach of Representation or Warranty. Any representation or warranty made by Borrower or Guarantor herein or in any other instrument or document relating to the Loan or the Property or in any financial report or certificate shall have been materially false or misleading when made, or any warranty shall be breached.

11.1.6 Default under Assigned Contract. Borrower defaults in any contract assigned to Lender, including the Management Agreement or the Franchise Agreement, and such default is not cured within the grace period applicable thereto such that the contracting party obtains the right to terminate the contract or to claim material damages.

11.1.7 Termination of Hotel Agreements. The termination of the Management Agreement or Franchise Agreement without consent of Lender, or without a replacement contract or agreement for management or use of the Property, on terms and conditions satisfactory to Lender.

11.1.8 Dissolution of Borrower. Any dissolution, termination, partial or complete liquidation, merger or consolidation of Borrower or any sale, transfer or other disposition of all or substantially all of the assets of Borrower, other than as permitted under the terms of this Agreement.

11.1.9 Adverse Proceeding. Any suit or proceeding shall be filed against Borrower, Guarantor or the Property and not discharged within 30 days which, if adversely determined, would have a materially adverse effect on the ability of Borrower or Guarantor to perform each and every one of their respective obligations under and by virtue of the Loan Documents.

11.1.10 Change in Ownership or Control. Any change in the legal or beneficial ownership of Borrower or the day to day managerial control of Borrower.

11.1.11 Guarantor Default. Termination by Guarantor of the Guaranty, or a default by a Guarantor in the performance of any term or provision of this Agreement, the Guaranty or any other Loan Document to which Guarantor is a party, or the breach or any other failure to satisfy any other term, provision, condition or warranty imposed upon Guarantor in this Agreement, the Guaranty or in any other Loan Document to which Guarantor is a party or by which Guarantor is bound; the dissolution, termination, partial or complete liquidation, merger or consolidation of the Guarantor or any sale, transfer or other disposition of all or substantially all of the assets of the Guarantor; or the death or mental incapacity of any Guarantor who is a natural person unless within 90 days after such occurrence Borrower provides an acceptable substitute Guarantor or otherwise evidences to the reasonable satisfaction of Lender Borrower's continued ability to repay the Obligations.

11.2 Grace Periods and Notice. As to each of the foregoing events the following provisions relating to grace periods and notice shall apply:

11.2.1 No Notice or Grace Period. There shall be no grace period and no notice provision with respect to the payment of principal at maturity and no grace period and no notice provision with respect to defaults related to the voluntary filing of bankruptcy or reorganization proceedings or an assignment for the benefit of creditors, or with respect to nonmonetary defaults which are not reasonably capable of being cured, or with respect to a breach of warranty or representation under Section 8.1 (regarding Financial Information), or with respect to breaches under Section 9.6 (Restrictions on Liens, Transfers and Additional Debt) (Limits on Guaranties and Distributions), Section 9.17 (Loan to Value Ratio) or Section 9.18 (except as expressly set forth in Section 9.18) (Debt Service Coverage Ratio).

11.2.2 Nonpayment of Interest and Principal. As to the nonpayment of interest, and installments of principal and interest prior to maturity, or as to any payment which is made by an overdraft to Borrower's account which overdraft is not repaid within one (1) day, there shall be a ten (10) day grace period without any requirement of notice from Lender.

11.2.3 Other Monetary Defaults. All other monetary defaults shall have a five (5) day grace period following notice from Lender, or, if shorter, a grace period without notice until five (5) Business Days before the last day on which payment is required to be made in order to avoid: (i) the cancellation or lapse of required insurance, and (ii) a tax sale or imposition of late charges or penalties in respect of Taxes or other municipal charges.

11.2.4 Nonmonetary Defaults Capable of Cure. As to non-monetary defaults which are reasonably capable of being cured or remedied, unless there is a specific shorter or longer grace period provided for in this Loan Agreement or in another Loan Document, there shall be a thirty (30) day grace period following notice from Lender or, if such default would reasonably require more than thirty (30) days to cure or remedy, such longer period of time not to exceed a total of sixty (60) days from Lender's notice as may be reasonably required so long as Borrower shall commence reasonable actions to remedy or cure the default within thirty (30) days following such notice and shall diligently prosecute such curative action to completion within such sixty (60) day period. However, where there is an emergency situation in which there is danger to person or property such curative action shall be commenced as promptly as possible. As to breaches of warranties and representations (other than those related to financial information or construction documents) there shall be a thirty (30) day grace period following notice from Lender.

11.3 Certain Lender Remedies. If an Event of Default shall occur, Lender:

11.3.1 Accelerate Debt. May declare the indebtedness evidenced by the Note and secured by the Mortgage immediately due and payable (provided that in the case of a voluntary petition in bankruptcy filed by Borrower or an involuntary petition in bankruptcy filed against Borrower (after expiration of the grace period, if any, set forth in Section 11.2), such acceleration shall be automatic); and

11.3.2 Pursue Remedies. May pursue any and all remedies provided for hereunder, or under any one or more of the other Loan Documents.

Section 12 ADDITIONAL REMEDIES OF LENDER.

12.1 Remedies. Upon the occurrence and during the continuance of an Event of Default, whether or not the indebtedness evidenced by the Note and secured by the Mortgage shall be due and payable or Lender shall have instituted any foreclosure or other action for the enforcement of the Mortgage or the Note, Lender may, in addition to any other remedies which Lender may have hereunder or under the other Loan Documents, and not in limitation thereof, and in Lender's sole and absolute discretion:

12.1.1 Enter and Perform. Enter upon the Land to perform obligations of Borrower under any agreement with respect to the Property, including the Management Agreement or the Franchise Agreement, or to operate and maintain the Property, and employ watchmen to protect the Property, all at the risk, cost and expense of Borrower, consent to such entry being hereby given by Borrower;

12.1.2 Discontinue Work. At any time discontinue any work commenced in respect of the Property or change any course of action undertaken by it and not be bound by any limitations or requirements of time whether set forth herein or otherwise;

12.1.3 Exercise Rights. Exercise the rights of Borrower under any contract or other agreement made by Borrower in any way relating to the Land or the Property, including the Management Agreement or the Franchise Agreement, and take over and use all or any part of the labor, materials, supplies and equipment contracted for by Borrower, whether or not previously incorporated into the realty; and

12.1.4 Take Other Actions. In connection with any work or action undertaken by Lender pursuant to the provisions of the Loan Documents,

(i) engage builders, contractors, architects, engineers and others for the purpose of furnishing labor, materials and equipment,

(ii) pay, settle or compromise all bills or claims which may become liens against the Land or the Property, or which have been or may be incurred in any manner in connection with the Property or for the discharge of liens, encumbrances or defects in the title of the Land or the Property,

(iii) take or refrain from taking such action hereunder as Lender may from time to time determine, and

(iv) engage marketing and leasing agents and real estate brokers to advertise, lease or sell portions or all of the Land upon such terms and conditions as Lender may in good faith determine.

12.2 Reimbursements. Borrower shall be liable to Lender for all sums paid or incurred pursuant to any of the Loan Documents, whether so paid or incurred pursuant to the provisions

of this Section or otherwise, and all payments made or liabilities incurred by Lender hereunder of any kind whatsoever shall be paid by Borrower to Lender upon demand with interest at the Default Rate as provided in this Agreement or in the Note from the date of payment by Lender to the date of payment to Lender and repayment of such sums with such interest shall be secured by the Mortgage and the applicable Security Documents.

12.3 Power of Attorney. For the purpose of exercising the rights granted by this Section 12, as well as any and all other rights and remedies of Lender, Borrower hereby irrevocably constitutes and appoints Lender (or any agent designated by Lender) its true and lawful attorney-in-fact during the continuance of an Event of Default, to execute, acknowledge and deliver any instruments and to do and perform any acts in the name and on behalf of Borrower.

Section 13 SECURITY INTEREST AND SET-OFF.

13.1 Security Interest. Borrower and Guarantor hereby grant to Lender a continuing lien, security interest and right of setoff as security for all liabilities and obligations to Lender, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Lender or any entity under the control of Lender and its successors and assigns, or in transit to any of them.

13.2 Set-Off. If (i) any payment is not made when due under the Loan Documents, after giving regard to applicable grace periods, if any, or (ii) if any Event of Default or other event which would entitle Lender to accelerate the Loan occurs, or (iii) at any time, whether or not a Default or Event of Default exists in the event of any attachment, trustee process, garnishment, or other levy or lien is, or is sought to be, imposed on any property of Borrower, then in any such event, any such deposits, balances or other sums credited by or due from Lender, or from any such affiliate of Lender, to Borrower may to the fullest extent not prohibited by applicable law at any time or from time to time, without regard to the existence, sufficiency or adequacy of any other collateral, and without notice or compliance with any other condition precedent now or hereafter imposed by statute, rule of law or otherwise, all of which are hereby waived, be set off, debited and appropriated and applied by Lender against any or all of Borrower's Obligations irrespective of whether demand shall have been made and although such obligations may be unmatured, in such manner as Lender in its sole and absolute discretion may determine. ANY AND ALL RIGHTS TO REQUIRE LENDER TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE LOAN, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF BORROWER ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

13.3 Additional Rights. The rights of Lender and each affiliate of Lender under this Section 13 are in addition to, and not in limitation of, other rights and remedies, including other rights of set off, which Lender may have.

Section 14 CASUALTY AND TAKING.

14.1 Casualty and Obligation to Repair. In the event of any damage or destruction to the Property or the other Collateral by reason of fire or other hazard or casualty (hereinafter, collectively, a "Casualty"), Borrower shall give immediate written notice thereof to Lender and proceed with reasonable diligence, in full compliance with all Legal Requirements and the other requirements of the Loan Documents, to protect the Property. Borrower's interest in any insurance claims shall be adjusted by Borrower, at Borrower's sole cost and expense, but subject to Lender's prior written approval; provided that if any Default exists under any of the Loan Documents Lender shall have the right to adjust and compromise such claims without the approval of Borrower.

14.2 Payment and Application of Insurance Proceeds. All proceeds of insurance shall be paid to Lender and, at Lender's option, be applied to the Obligations in such order of priority as Lender may in its sole discretion determine.

14.3 Release of Insurance Proceeds.

Lender may, in its sole discretion, allow for repairing, restoring, rebuilding or replacing any of the Property so damaged or destroyed (collectively, the "Repair Work"). Lender may release so much of the insurance proceeds as may be required to pay for the actual cost to repair, restore, rebuild or replace the affected property (collectively, the "Cost to Repair") in accordance with the provisions of Section 14.4, if in Lender's good faith judgment:

- (i) Such proceeds, together with any additional funds as may be deposited with and pledged to Lender, are sufficient to pay all Cost to Repair;
- (ii) Sufficient evidence is presented that the Repair Work is likely to be completed at least nine (9) months prior to the Maturity Date;
- (iii) No Default exists under the Loan Documents; and
- (iv) Such other conditions as Lender may require.

14.4 Conditions To Release of Insurance Proceeds. If Lender elects or is required to release insurance proceeds, Lender may impose reasonable conditions on such release which shall include, but not be limited to, the following:

- (i) Prior written approval by Lender, which approval shall not be unreasonably withheld, conditioned or delayed of plans, specifications, cost estimates, contracts and bonds for the restoration or repair of the loss or damage;
- (ii) Consultation by Lender, at the cost and expense of Borrower, with one or more Consultants (as defined in Section 5.1) as Lender shall deem advisable;

(iii) Waivers of lien, architect's certificates, contractor's sworn statements and other evidence of costs, payments and completion as Lender may reasonably require;

(iv) If the Cost to Repair does not exceed \$100,000.00, the funds to pay therefor shall be released to Borrower otherwise, funds shall be released upon final completion of the Repair Work, unless Borrower requests earlier funding, in which event partial monthly disbursements equal to 95% of the value of the work completed shall be made prior to final completion of the repair, restoration or replacement and the balance of the disbursements shall be made upon full completion and the receipt by Lender of satisfactory evidence of payment and release of all liens;

(v) Determination by Lender that the undisbursed balance of such proceeds on deposit with Lender, together with additional funds deposited for the purpose, shall be at least sufficient to pay for the remaining Cost to Repair, free and clear of all liens and claims for lien; and

(vi) All work to comply with the standards, quality of construction and Legal Requirements applicable to the construction of the Improvements.

14.5 Taking. If there is any condemnation for public use of the Property or of any Collateral, the awards on account of Borrower's interest therein shall be paid to Lender and shall be applied to Borrower's obligations, or at Lender's discretion released to Borrower.

Section 15 GENERAL PROVISIONS.

15.1 Notices. Any notice or other communication in connection with this Loan Agreement, the Note, the Mortgage, or any of the other Loan Documents shall be in writing, and (i) deposited in the United States Mail, postage prepaid, by registered or certified mail, or (ii) hand delivered by any commercially recognized courier service or overnight delivery service such as Federal Express addressed:

If to Borrower:

LCP Andover Hospitality, LLC
225 Water Street, Suite A-125
Plymouth, Massachusetts 02360
Attention: Glenn Gistis

with copies to:

Orr & Reno P.A.
45 S. Main Street
Concord, NH 03301
Attention: Peter F. Burger, Esq.

If to Lender:

Eastern Bank
125 High Street
Oliver Tower, Suite 901
Boston, Massachusetts 02110
Attention: Commercial Real Estate

with copies to:

Verrill Dana LLP
One Federal Street, 20th Floor
Boston, MA 02110
Attention: Francesco A. De Vito, Esq.

in each case with a copy (which shall not constitute notice) to:

Eastern Bank
General Counsel's Office
125 High Street
Oliver Tower, Suite 901
Boston, Massachusetts 02110

Any such addressee may change its address for such notices to such other address in the United States as such addressee shall have specified by written notice given as set forth above. All periods of notice shall be measured from the deemed date of delivery.

A notice shall be deemed to have been given, delivered and received for the purposes of all Loan Documents upon the earliest of: (i) if sent by such certified or registered mail, on the third Business Day following the date of postmark, or (ii) if hand delivered at the specified address by such courier when tendered for delivery during customary business hours on a Business Day, or (iii) if sent by overnight delivery service, on the next Business Day when tendered for delivery during customary business hours on a Business Day.

15.2 Limitations on Assignment. Borrower may not assign this Agreement or the monies due thereunder or, except for Permitted Transactions, convey or encumber the Property or any Collateral or any interest therein, without the prior written consent of Lender in each instance.

15.3 Further Assurances. Borrower shall upon request from Lender from time to time execute, seal, acknowledge and deliver such further instruments or documents which Lender may reasonably require to better perfect and confirm its rights and remedies hereunder, under the Note, under the Mortgage and under each of the other Loan Documents.

15.4 Payments.

(i) All payments shall be applied first to the payment of all fees, expenses and other amounts due to Lender (excluding principal and interest), then

to accrued interest, and the balance on account of outstanding principal; provided, however, that after an Event of Default, payments will be applied to the obligations of Borrower to Lender as Lender determines in its sole discretion.

(ii) Any payments required by this Agreement, the Note or any of the other Loan Documents, or any other instruments or agreements executed in connection herewith or therewith, may (but not before the due date thereof) be deducted by Lender from the amount, if any, not already advanced, and the same shall be deemed to be an additional advance in addition to the Loan. Any attorneys' fees, appraisal charge, inspection fee, or any other expense payable by Borrower as herein provided for, or incurred in connection with the examination of title to the Collateral for the Loan, the drafting of the Loan Documents and other instruments evidencing or securing the Obligations and all other Loan Documents may be charged as an additional advance to the Loan.

15.5 Parties Bound. The provisions of this Agreement and of each of the other Loan Documents shall be binding upon and inure to the benefit of Borrower, Guarantor and Lender and their respective successors and assigns, except as otherwise prohibited by this Agreement or any of the other Loan Documents.

This Agreement is a contract by and between Borrower and Lender for their mutual benefit, and no third person shall have any right, claim or interest against either Lender or Borrower by virtue of any provision hereof.

15.6 Waivers, Extensions and Releases. Lender may at any time and from time to time waive any one or more of the conditions contained herein or in any of the other Loan Documents, or extend the time of payment of the Loan, or release portions of the Collateral from the provisions of this Agreement and from the Mortgage or any other Security Document, but any such waiver, extension or release shall be deemed to be made in pursuance and not in modification hereof, and any such waiver in any instance, or under any particular circumstance shall not be considered a waiver of such condition in any other instance or any other circumstance.

15.7 Governing Law.

15.7.1 Substantial Relationship. It is understood and agreed that all of the Loan Documents were negotiated, executed and delivered in the Commonwealth of Massachusetts, which Commonwealth the parties agree has a substantial relationship to the parties and to the underlying transactions embodied by the Loan Documents.

15.7.2 Place of Delivery. Borrower agrees to furnish to Lender at Lender's office in Boston, Massachusetts all further instruments, certifications and documents to be furnished hereunder.

15.7.3 Governing Law. This Agreement and each of the other Loan Documents shall in all respects be governed, construed, applied, interpreted, enforced and determined in accordance with the internal laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

15.7.4 Consent to Jurisdiction; Waivers. BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY (A) SUBMITS TO PERSONAL JURISDICTION IN ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COMMONWEALTH OF MASSACHUSETTS OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE, AND (B) KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES (I) THE RIGHT, IF ANY, TO OBJECT TO JURISDICTION WITHIN THE COMMONWEALTH OF MASSACHUSETTS OR VENUE IN ANY PARTICULAR FORUM WITHIN THE COMMONWEALTH OF MASSACHUSETTS, AND (II) THE RIGHT, IF ANY, TO CLAIM OR RECOVER ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN ACTUAL DAMAGES. BORROWER AGREES THAT, IN ADDITION TO ANY METHODS OF SERVICE OF PROCESS PROVIDED FOR UNDER APPLICABLE LAW, ALL SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO BORROWER AT THE ADDRESS SET FORTH IN THE PREAMBLE HEREOF, AND SERVICE SO MADE SHALL BE COMPLETE FIVE (5) DAYS AFTER THE SAME SHALL BE SO MAILED. NOTHING CONTAINED HEREIN, HOWEVER, SHALL PREVENT LENDER FROM BRINGING ANY SUIT, ACTION OR PROCEEDING OR EXERCISING ANY RIGHTS AGAINST ANY SECURITY AND AGAINST BORROWER, AND AGAINST ANY PROPERTY OF BORROWER, IN ANY OTHER STATE. INITIATING SUCH SUIT, ACTION OR PROCEEDING OR TAKING SUCH ACTION IN ANY STATE SHALL IN NO EVENT CONSTITUTE A WAIVER OF THE AGREEMENT CONTAINED HEREIN THAT EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR IN ANY OTHER OF THE LOAN DOCUMENTS THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS SHALL GOVERN THE RIGHTS AND OBLIGATIONS OF BORROWER AND LENDER HEREUNDER OR THE SUBMISSION HEREIN MADE BY BORROWER TO PERSONAL JURISDICTION WITHIN THE COMMONWEALTH OF MASSACHUSETTS.

15.7.5 Jury Trial Waiver. BORROWER AND LENDER MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LOAN AGREEMENT, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LOAN AGREEMENT OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF LENDER RELATING TO THE ADMINISTRATION OF THE LOAN OR ENFORCEMENT OF THE LOAN DOCUMENTS, AND AGREE THAT NEITHER PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. BORROWER CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD

NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR BORROWER AND LENDER TO ENTER INTO THE TRANSACTIONS CONTEMPLATED HEREBY.

15.8 Survival. All representations, warranties, covenants and agreements of Borrower or Guarantor herein or in any other Loan Document, or in any notice, certificate, or other paper delivered by or on behalf of Borrower or Guarantor pursuant hereto, are significant and shall be deemed to have been relied upon by Lender notwithstanding any investigation made by Lender or on its behalf and shall survive the delivery of the Loan Documents and the making of the Loan and each advance pursuant thereto. No review or approval by Lender, or by its consultants or representatives, of any plans and specifications, opinion letters, certificates by professionals or other item of any nature shall relieve Borrower or anyone else of any of the obligations, warranties or representations made by or on behalf of Borrower or Guarantor or any one or more of them under any one or more of the Loan Documents.

15.9 Cumulative Rights. All of the rights and remedies of Lender hereunder and under each of the other Loan Documents and any other agreement now or hereafter executed in connection herewith or therewith, shall be cumulative and shall be in addition to and not in substitution for the rights and remedies vested in Lender in any of the other Loan Documents or afforded by law or equity and may be exercised concurrently, independently or successively or in such combination as Lender may determine in its sole good faith judgment. No failure to exercise, or delay in exercising, any right, remedy, power or privilege herein provided shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the subsequent or concurrent resort to any other right, remedy, power or privilege afforded to Lender. It is intended that this clause shall be broadly construed so that all remedies herein provided or otherwise available to Lender shall continue and be each and all available to Lender until the Obligations shall have been paid in full.

15.10 Claims Against Lender.

15.10.1 Borrower Must Notify. Lender shall not be in default under this Agreement or under any other Loan Document, unless a written notice specifically setting forth the claim of Borrower shall have been given to Lender within thirty (30) days after Borrower first had actual knowledge or actual notice of the occurrence of the event which Borrower alleges gave rise to such claim and Lender does not remedy or cure the default, if any there be, with reasonable promptness thereafter. Such actual knowledge or actual notice shall refer to what was actually known by, or expressed in a written notification furnished to, any of the persons or officials referred to in Exhibit C as Authorized Representatives.

15.10.2 Remedies. If it is determined by the final order of a court of competent jurisdiction, which is not subject to further appeal, that Lender has breached any of its obligations under the Loan Documents and has not remedied or cured the same with reasonable promptness following notice thereof, Lender's responsibilities shall be limited to: (i) where the breach consists of the failure to grant consent or give approval in

violation of the terms and requirements of a Loan Document, the obligation to grant such consent or give such approval and to pay Borrower's costs and expenses including, without limitation, reasonable attorneys' fees and disbursements in connection with such court proceedings; and (ii) in the case of any such failure to grant such consent or give such approval, or in the case of any other such default by Lender, where it is also so determined that Lender acted in bad faith, the payment of any actual, direct, compensatory damages sustained by Borrower as a result thereof plus Borrower's costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements in connection with such court proceedings.

15.10.3 Limitations. In no event, however, shall Lender be liable to Borrower, to Guarantor or anyone else for other damages such as, but not limited to, indirect, speculative or punitive damages whatever the nature of the breach by Lender of its obligations under this Loan Agreement or under any of the other Loan Documents. In no event shall Lender be liable to Borrower, to Guarantor, or to anyone else unless a written notice specifically setting forth the claim of Borrower shall have been given to Lender within the time period specified above.

15.11 Obligations Absolute. Except to the extent prohibited by applicable law which cannot be waived, the Obligations of Borrower and Guarantor under the Loan Documents shall be absolute, unconditional and irrevocable and shall be paid strictly in accordance with the terms of the Loan Documents under all circumstances whatsoever, including, without limitation, the existence of any claim, set off, defense or other right which Borrower or Guarantor may have at any time against Lender whether in connection with the Loan or any unrelated transaction.

15.12 Table of Contents, Title and Headings. Any Table of Contents, section titles or headings are not parts of this Loan Agreement or any other Loan Document and shall not be deemed to affect the meaning or construction of any of its or their provisions.

15.13 Counterparts. This Loan Agreement and each other Loan Document may be executed in several counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart which is executed by the party against whom enforcement of this Agreement is sought. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (ex. "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

15.14 Right to Sell. Lender shall have the unrestricted right at any time or from time to time, and without Borrower's or Guarantor's consent, to assign all or any portion of its rights and obligations hereunder to one or more banks or other financial institutions (hereinafter, each, an "Assignee") and Borrower and Guarantor agree that they shall execute, or cause to be executed, such documents, including without limitation, amendments to this Agreement and to any other documents, instruments and agreements executed in connection herewith as Lender shall deem necessary to effect the foregoing. In addition, at the request of Lender and any such Assignee, Borrower shall issue one or more new promissory notes, as applicable, to any such Assignee and, if Lender has retained any of its rights and obligations hereunder following such assignment, to Lender, which new promissory notes shall be issued in replacement of, but not in

discharge of, the liability evidenced by the Note held by Lender prior to such assignment and shall reflect the amount of the respective commitments and loans held by such Assignee and Lender after giving effect to such assignment. Upon the execution and delivery of appropriate assignment documentation, amendments and any other documentation required by Lender in connection with such assignment, and the payment by Assignee of the purchase price agreed to by Lender and such Assignee, such Assignee shall be a party to this Agreement and shall have all of the rights and obligations of Lender hereunder (and under any and all other guaranties, documents, instruments and agreements executed in connection herewith) to the extent that such rights and obligations have been assigned by Lender pursuant to the assignment documentation between Lender and such Assignee, and Lender shall be released from its obligations hereunder and thereunder to a corresponding extent.

15.15 Right to Participate. Lender shall have the unrestricted right at any time and from time to time, and without the consent of or notice to Borrower or Guarantor, to grant to one or more banks or other financial institutions (hereinafter, each, a "Participant") participating interests in Lender's obligation to lend hereunder and/or any or all of the loans held by Lender hereunder. In the event of any such grant by Lender of a participating interest to a Participant, whether or not upon notice to Borrower, Lender shall remain responsible for the performance of its obligations hereunder and Borrower shall continue to deal solely and directly with Lender in connection with Lender's rights and obligations hereunder. Lender may furnish any information concerning Borrower in its possession from time to time to prospective Assignees and Participants, provided that Lender shall require any such prospective Assignee or Participant to agree to maintain the confidentiality of such information.

15.16 PATRIOT Act. Lender hereby notifies each Loan Party that pursuant to the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "PATRIOT Act"), it is required to obtain, verify, and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow Lender to identify such Loan Party in accordance with the PATRIOT Act, and Borrower agrees to provide, or cause the other Loan Parties to provide, such information from time to time to Lender.

15.17 Time of the Essence. Time is of the essence of each provision of this Agreement and each other Loan Document.

15.18 Severability. If any term or provision of this Agreement or the application thereof to any Person or circumstance shall be held to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other Person or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15.19 Integration/No Oral Change. This Loan Agreement and each of the other Loan Documents is intended by the parties as the final, complete and exclusive statement of the transactions evidenced by this Loan Agreement and the other Loan Documents. All prior or contemporaneous promises, agreements and understandings, whether oral or written, are deemed to be superseded by this Loan Agreement and each of the Loan Documents, and no party is

relying on any promise, agreement or understanding not set forth in this Loan Agreement or any of the other Loan Documents. Further, this Loan Agreement and each of the other Loan Documents may only be amended, terminated, extended or otherwise modified by a writing signed by the party against which enforcement is sought (except no such writing shall be required for any party which, pursuant to a specific provision of any Loan Document, is required to be bound by changes without such party's assent). In no event shall any oral agreements, promises, actions, inactions, knowledge, course of conduct, course of dealings or the like be effective to amend, terminate, extend or otherwise modify this Loan Agreement or any of the other Loan Documents.

15.20 Monthly Statements. While Lender may issue invoices or other statements on a monthly or periodic basis (hereinafter, a "Statement"), it is expressly acknowledged and agreed that:

(i) the failure of Lender to issue any Statement on one or more occasions shall not affect Borrower's obligations to make payments under the Loan Documents as and when due;

(ii) the inaccuracy of any Statement shall not be binding upon Lender and so Borrower shall always remain obligated to pay the full amount(s) required under the Loan Documents as and when due notwithstanding any provision to the contrary contained in any Statement;

(iii) all Statements are issued for information purposes only and shall never constitute any type of offer, acceptance, modification, or waiver of the Loan Documents or any of Lender's rights or remedies thereunder; and

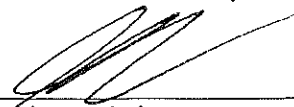
(iv) in no event shall any Statement serve as the basis for, or a component of, any course of dealing, course of conduct, or trade practice which would modify, alter, or otherwise affect the express written terms of the Loan Documents.

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IN WITNESS WHEREOF this Agreement has been duly executed and delivered as a sealed instrument as of the date first set forth above.

BORROWER:

LCP ANDOVER HOSPITALITY, LLC,
a Delaware limited liability company

By: 
Name: Glenn Gistis
Title: Authorized Signatory

LENDER:

EASTERN BANK

By: _____
Name: Stephen Bianco
Title: Vice President

IN WITNESS WHEREOF this Agreement has been duly executed and delivered as a sealed instrument as of the date first set forth above.

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a Delaware limited liability company

By: _____

Name: Glenn Gistis

Title: Authorized Signatory

LENDER:

EASTERN BANK

By: *Stephen Bianco*

Name: Stephen Bianco

Title: Vice President

EXHIBITS:

- Exhibit A - Definitions
- Exhibit B - Ownership Interests and Taxpayer Identification Numbers
- Exhibit B-1 - Organizational Chart
- Exhibit C - Authorized Representatives
- Exhibit D - Required Hazard, Property and Other Insurance

EXHIBIT A TO LOAN AGREEMENT

As used in this Agreement, the following terms shall have the meanings set forth below:

Agreement as defined in the Preamble.

Approved Lease as defined in Section 9.16.2.

Assignee as defined in Section 15.14.

Assignment of Contracts as defined in Section 3.1.4.

Assignment of Leases and Rents as defined in Section 3.1.2.

Assignment of Management Contract as defined in Section 3.1.9.

Authorized Representatives as defined in Section 4 and listed on Exhibit C, as updated from time to time in accordance with Section 4.

Beneficial Ownership Certification means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

Beneficial Ownership Regulation means 31 C.F.R. §1010.230.

Borrower as defined in the Preamble.

Business Day shall mean: any day of the year on which offices of Lender are not required or authorized by law to be closed for business in Boston, Massachusetts. If any day on which a payment is due is not a Business Day, then the payment shall be due on the next day following which is a Business Day. Further, if there is no corresponding day for a payment in the given calendar month (i.e., there is no "February 30th"), the payment shall be due on the last Business Day of the calendar month.

Calculation Date as defined in Section 9.18.2(i).

Calculation Period as defined in Section 9.18.2 (ii).

Capex Reserve Account as defined in Section 9.11.2.

Capex Reserve Account Pledge as defined in Section 3.1.7.

Casualty as defined in Section 14.1.

Change in Law shall mean the occurrence of any of the following: (a) the adoption or effectiveness of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any governmental authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any governmental authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank

Wall Street Reform and Consumer Protection Act of 2010, as amended, and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

Closing Date shall mean the date of this Agreement.

Code shall mean the Internal Revenue Code of 1986, as amended from time to time.

Collateral as defined in Section 7.5.

Connection Income Taxes shall mean Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

Consultant as defined in Section 5.1.

Contractual Obligation of any Person shall mean any provision of any organizational document of such Person, of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound, other than the Obligations.

Cost to Repair as defined in Section 14.3.

Debt Service Coverage Covenant as defined in Section 9.18.1.

Debt Service Coverage Ratio as defined in Section 9.18.2(iii).

Debt Service on the Loan as defined in Section 9.18.2(vi).

Default as defined in Section 11.1.

Default Rate as defined in the Note.

Demand Account as defined in Section 9.10.

Dollars shall mean lawful money of the United States.

Environmental Indemnity as defined in Section 3.1.5.

Environmental Law or Laws as defined in the Environmental Indemnity.

ERISA and ERISA Plan each as defined in Section 8.12.

Event of Default as defined in Section 11.1.

Excluded Taxes shall mean any of the following Taxes imposed on or with respect to Lender or required to be withheld or deducted from a payment to Lender, (a) Taxes imposed on or

measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of Lender being organized under the laws of, or having its principal office or its applicable lending office located in the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) U.S. Federal withholding Taxes imposed on amounts payable to or for the account of Lender with respect to the Loan pursuant to a law in effect on the date on which Lender changes its lending office, except to the extent that, pursuant to Section 9.3, amounts with respect to such Taxes were payable to Lender immediately before it changed its lending office, and (c) any U.S. Federal withholding Taxes imposed under FATCA.

FATCA shall mean Sections 1471 through 1474 of the Code (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code.

FCPA shall mean the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

Franchise Agreement shall mean the Franchise Agreement dated April 15, 2015 between Borrower and Hilton Franchise Holding LLC for the Hotel.

Guaranty as defined in Section 3.1.3.

Guarantor as defined in Section 1.5.

Hazardous Materials shall mean and include asbestos, flammable materials, explosives, radioactive substances, polychlorinated biphenyls, other carcinogens, oil and other petroleum products, pollutants or contaminants that could be a detriment to the environment, and any other hazardous or toxic materials, wastes, or substances which are defined, determined or identified as such in any past, present or future federal, state or local laws, rules, codes or regulations, or any judicial or administrative interpretation of such laws, rules, codes or regulations.

Hotel shall mean the DoubleTree by Hilton operated at the Property under the Franchise Agreement.

Improvements as defined in Section 1.3.

Indemnified Party as defined in Section 9.15.

Indemnified Taxes shall mean (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of Borrower under any Loan Document and (b) to the extent not otherwise described in the foregoing clause (a), Other Taxes.

Investment shall mean the acquisition of any real or tangible personal property or of any stock or other security, any loan, advance, bank deposit, money market fund, contribution to capital, extension of credit (except for accounts receivable arising in the ordinary course of business and payable in accordance with customary terms), or purchase or commitment or option to purchase

or otherwise acquire real estate or tangible personal property or stock or other securities of any party or any part of the business or assets comprising such business, or any part thereof.

Land as defined in Section 1.3.

Late Charges as defined in the Note.

Lease as defined in Section 3.1.2.

Legal Requirements shall mean all applicable federal, state, county and local laws, by-laws, rules, regulations, codes and ordinances, and the requirements of any governmental agency or authority having or claiming jurisdiction with respect thereto, including, but not limited to, those applicable to zoning, subdivision, building, health, fire, safety, sanitation, the protection of the handicapped, and environmental matters and shall also include all orders and directives of any court, governmental agency or authority having or claiming jurisdiction with respect thereto.

Lender as defined in the Preamble.

Licenses and Permits shall mean all licenses, permits, authorizations and agreements issued by or agreed to by any governmental authority, or by a private party pursuant to a Permitted Title Exception, and including, but not limited to, building permits, occupancy permits and such special permits, variances and other relief as may be required pursuant to Legal Requirements which may be applicable to the Property.

Linchris as defined in Section 1.5.

Liquor License Pledge as defined in Section 3.1.8.

Loan as defined in Section 1.4.

Loan Agreement as defined in the Preamble.

Loan Amount as defined in Section 2.1.

Loan Documents as defined in Section 3.2.

Loan to Value Ratio as defined in Section 9.17.1.

Maintenance Reserve Account any deposit account required by Lender to be maintained with Lender for the maintenance and repair of the Property, including, without limitation, the Capex Reserve Account.

Management Agreement shall mean the Management dated April 21, 2015 between Borrower and Linchris Hotel, Corp.

Maturity Date shall be as defined in Section 2.2 and shall include the maturity date provided in the Note, or in any instance, upon acceleration of the Loan.

Mortgage as defined in Section 3.1.1.

Net Cash Flow as defined in Section 9.18.3.

Net Operating Income as defined in Section 9.17.2(iv).

Note as defined in Section 3.2.

Obligations shall mean the indebtedness evidenced by the Note, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under the Note, this Agreement and the other Loan Documents.

Operating Expenses as defined in Section 9.17.2(v).

Original Appraisal as defined in Section 9.16.1.

Other Connection Taxes shall mean, with respect to Lender, Taxes imposed as a result of a present or former connection between Lender and the jurisdiction imposing such Tax (other than connections arising from Lender having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to, or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

Other Taxes means any and all present or future stamp, court, recording, filing, intangible, documentary or similar Taxes or any other excise or property Taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement or registration of, or performance under, or from the receipt or perfection of a security interest under or otherwise with respect to this Agreement or any other Loan Document (other than Excluded Taxes imposed with respect to an assignment).

Participant as defined in Section 15.15.

Permitted Additional Debt as defined in Section 9.6.4.

Permitted Title Exceptions shall mean those title exceptions identified in Lender's title insurance policy delivered in connection with the establishment of the Loan, Taxes and assessments which are not delinquent, together with Approved Leases and any future matters approved in writing by Lender.

Permitted Transactions as defined in Section 9.6.2.

Permitted Transfers as defined in Section 9.6.3.

Person shall mean any natural person, corporation, limited liability company, trust, joint venture, association, company, general or limited partnership, unincorporated organization, governmental authority or other entity.

Property as defined in Section 1.3.

Repair Work as defined in Section 14.3.

Reportable Event as defined in Section 8.12.

Registered Land Surveyor shall mean a land surveyor or engineer licensed as such in the jurisdiction where the Property is situated.

Security as defined in Section 3.1.

Security Agreement as defined in Section 3.1.6.

Security Documents as defined in Section 3.2.

SNDA Agreement as defined in Section 9.16.5.

Statement as defined in Section 15.20.

Surplus Cash Flow as defined in Section 9.18.3.

Surplus Cash Reserve Account as defined in Section 9.18.3.

Survey Plan as defined in Section 1.3.

Surveyor as defined in Section 1.3.

Taxes shall mean any and all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any governmental authority, including any interest, additions to tax or penalties applicable thereto.

Tax Escrow Account Funds shall mean any funds required by Lender to be escrowed with Lender for the payment of real estate taxes and assessments with respect to the Property.

Term as defined in Section 2.2.

UCC shall mean the Uniform Commercial Code in effect in the Commonwealth of Massachusetts.

Updated Appraisal as defined in Section 9.17.2.

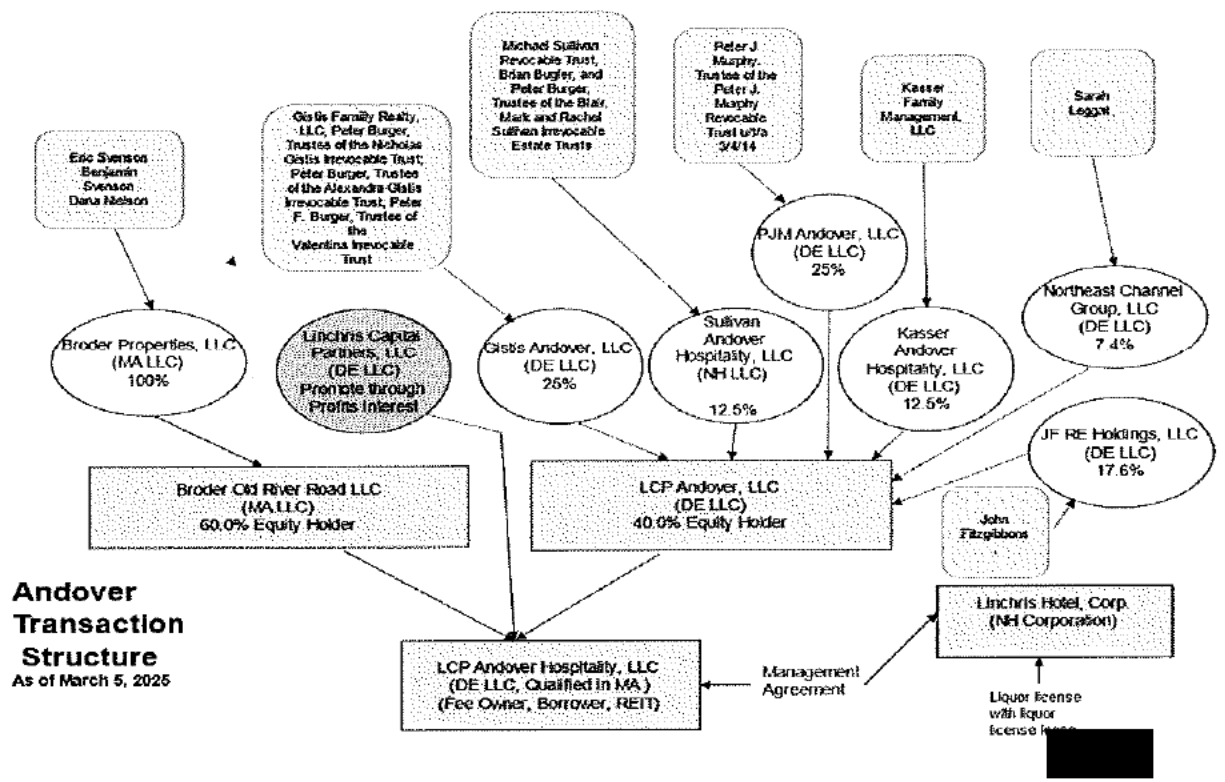
EXHIBIT B TO LOAN AGREEMENT

OWNERSHIP INTERESTS AND TAXPAYER IDENTIFICATION NUMBERS

<u>Borrower:</u>	<u>Taxpayer I.D.</u>	<u>Ownership Interest</u>
LCP Andover Hospitality LLC	47-3033559	N/A
<u>Members of Borrower:</u>		
LCP Andover, LLC	N/A	40%
Broder Old River Road LLC		60%
<u>Manager of Borrower:</u>		
Linchris Capital Partners, LLC	N/A	N/A
 <u>Guarantor:</u>		
Glenn Gistis	On file with Lender	N/A

EXHIBIT B-1 TO LOAN AGREEMENT

ORGANIZATIONAL CHART



Andover Transaction Structure
As of March 5, 2025

EXHIBIT C TO LOAN AGREEMENT

AUTHORIZED REPRESENTATIVES

Glenn Gistis

EXHIBIT D TO LOAN AGREEMENT

REQUIRED PROPERTY, HAZARD AND OTHER INSURANCE

Borrower shall at all times provide and maintain the following insurance coverages with respect to the Property and the Collateral issued by companies qualified to do business in the Commonwealth of Massachusetts, having a Best's Rating of not less than A/VIII and otherwise acceptable to Lender in its sole discretion:

(i) physical insurance on an all-risk basis without exception (including, without limitation, flood required if property is in a "Special Flood Hazard Area" A or V), vandalism and malicious mischief, earthquake, collapse, boiler explosion, sprinkler coverage, cost of demolition, increased costs of construction and the value of the undamaged portion of the building and soft costs coverage) covering all the real estate, fixtures and personal property to the extent of the full insurable value thereof, on a builder's risk nonreporting form prior to completion and occupancy to Occupy Endorsement, having replacement cost and agreed amount endorsements (with deductibles not in excess of it of insurable value);

(ii) rent loss or business interruption insurance in an amount equal to one year's projected rentals or gross revenues and that meets the minimum standard of the franchisor under the Franchise Agreement;

(iii) public liability insurance, with underlying and umbrella coverages totaling not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and not less than \$5,000,000 of excess liability coverage or such other amounts as may be determined by Lender from time to time;

(iv) automobile liability insurance (including non-owned automobile) with a coverage of \$1,000,000 per occurrence during construction;

(v) worker's compensation, employer's liability and other insurance required by law;

(vi) insurance covering those risks required to be covered by the General Contractor, or an applicable Other Contractor or a subcontractor, under the Plans and Specifications, the Construction Contracts, or any of the other Approved Construction Documents;

(vii) errors and omissions or similar coverages from any architect or consulting engineers in limits and written by companies satisfactory to Lender; and

(viii) such other insurance coverages in such amounts as Lender may request consistent with the customary practices of prudent developers and owners of similar properties.

An actual insurance policy or certified copy thereof, or a binder, certificate of insurance, or other evidence of property coverage in the form of Acord 27 (Evidence of Property Coverage), Acord

25 (Certificate of Insurance), or a 30-day binder in form acceptable to Lender with an unconditional undertaking to deliver the policy or a certified copy within thirty (30) days, shall be delivered at or prior to the Closing Date.

Flood insurance shall be provided if the Property or the Collateral is located in a flood prone, flood risk or flood hazard area as designated pursuant to the Federal Flood Disaster Protection Act of 1973, as amended, and the Regulations thereunder, or if otherwise reasonably required by Lender.

Lender shall be named as first mortgagee on policies of all-risk-type insurance on the Property, as loss payee on the Collateral and its contents, and as first mortgagee on rent-loss or business interruption coverages related thereto.

Except with respect to public liability insurance, as to which Lender shall be named as an additional insured with respect to the Property or the Collateral, all other required insurance coverages shall have a so-called "Mortgagee's endorsement" or "Lender's loss-payable endorsement" which shall provide in substance as follows:

A. Loss or damage, if any, under the policy shall be paid to Lender and its successors and assigns ("Lender") in whatever form or capacity its interest may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.

B. The insurance under the policy, or under any rider or endorsement attached thereto, as to the interest only of Lender, its successors and assigns, shall not be invalidated nor suspended:

(a) by any error, omission or change respecting the ownership, description, possession or location of the subject of the insurance or the interests therein or the title thereto; or

(b) by the commencement of foreclosure or similar proceedings or the giving of notice of sale of any of the property covered by the policy by virtue of any mortgage, deed of trust, or security interest; or

(c) by any breach of warranty, act, omission, neglect, or noncompliance with any provisions of the policy by the named insured, or anyone else, whether before or after a loss, which under the provisions of the policy of insurance, would invalidate or suspend the insurance as to the named insured, excluding, however, any acts or omissions of Lender while exercising active control and management of the insured property.

C. Insurer shall provide Lender with not less than thirty (30) days, prior written notice of cancellation of the policy (for nonpayment or any other reason) or of the nonrenewal thereof.

D. The insurer reserves the right to cancel the policy at any time, but only as provided by its terms. However, in such case this policy shall continue in force for the benefit of Lender for thirty (30) days after written notice of such cancellation is received by Lender and shall then cease.

E. Should legal title to and beneficial ownership of any of the property covered under the policy become vested in Lender or its agents, successors or assigns, insurance under the policy shall continue for the term thereof for the benefit of Lender.

F. All notices herein provided to be given by the insurer to Lender in connection with this policy and Lender's loss payable endorsement shall be mailed to or delivered to Lender by certified or registered mail, return receipt requested, as follows:

Eastern Bank
ISAOA/ATIMA
P.O. Box 3247
Coppell, TX 75019



Hayley Green
Town Accountant/ Assistant
Chief Financial Officer

TOWN OF ANDOVER

Accounting
36 Bartlet Street
Andover, MA 01810
978-623-8920
www.andoverma.gov

To: Select Board
Finance Committee
School Committee

From: Hayley Green, Town Accountant/Assistant Chief Financial Officer

CC: Andrew Flanagan, Michael Lindstrom, Austin Simko, Patrick Lawlor, Magda Parvey,
Keith Taverna, Martha Sybert, Tara Bicknell, Town Website

Date: May 2, 2025

Re: ***FY 2025 Financials***

The attached reports summarize the Town's financial position through March 31, 2025. Included are the following:

- Executive Summary
- Budgeted versus Actual Revenues – General Fund and Enterprise Funds
- Revenue Comparison Graphs
- Personal Services and Other Expenditures by Department
- Reserve Account and Compensation Fund Analysis
- Chapter 44 § 53 E ½ Revolving Funds
- Capital Projects status – FY19 – FY25

Feel free to contact me, should you have any questions regarding the reports.

The attached reports of the Town Accountant summarize FY 2025 revenues and expenditures for the General Fund, Enterprise Funds, Reserve Fund, Revolving Funds and Capital Projects through March 31, 2025.

General Fund

The total general fund receipts of all sources collected through March 31, 2025 are in line with projections through the first three quarters of the year. FY 2025 local receipts are \$1,163,086 more than FY 2024 collections through the same period. This is primarily due to an increase in licenses and permits, with a very large building permit receipt in March. Off-set receipts collections are \$241,159 greater than FY 2024 collections through the same period, due to increases in ambulance receipts. General fund personal services and other expenses are lower than FY 2025 projections through March 2025. Encumbrances are adjusted throughout the year.

Water Enterprise Fund

The total water enterprise fund collections are greater than the annual projections through March 2025. The user charges receipts are \$1,754,013 more than FY 24 through the same period, due to increased rates and consumption during a dryer summer. Water personal services are in line with, and other expenses are lower than FY 2025 projections through March 2025.

Sewer Enterprise Fund

The total sewer enterprise fund collections are consistent with annual projections through March 2025. The user charges receipts are \$26,937 less than prior year receipts through the same period. Sewer personal services are in line with, and other expenses are lower than FY 2025 projections through March 2025.

Reserve Fund

Town Meeting approved a reserve fund balance of \$321,323. This money has not been used through March 2025.

Revolving Accounts

Town Meeting voted to approve 17 revolving funds with a total spending limit of \$3,305,000.

Capital Projects

These projects are part of the Town's capital improvement plan voted at Town Meeting from taxation. There is a balance of \$3,094,032 available for the most recent seven years of approved projects.

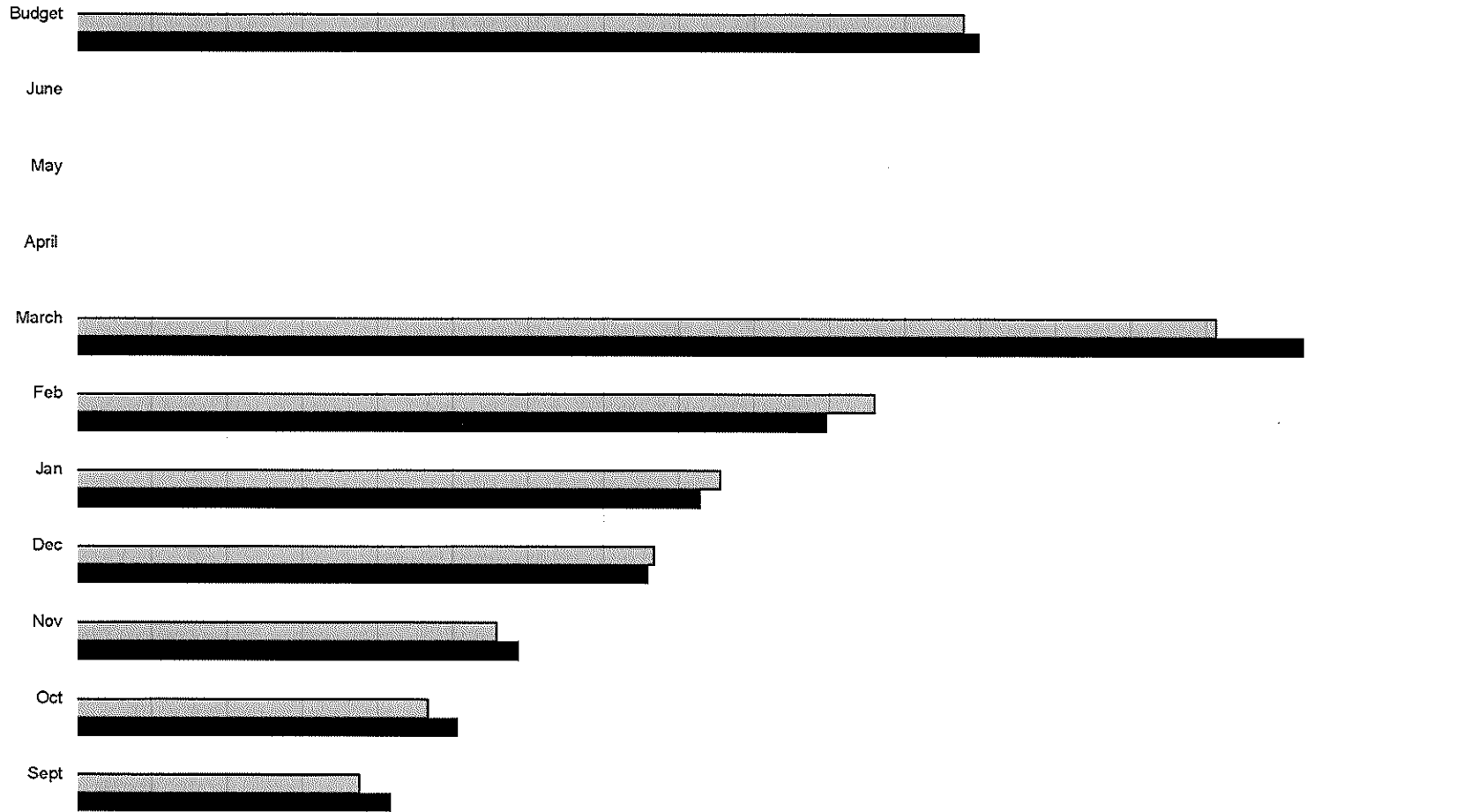
Town of Andover
FY 2025 General Fund Year-To-Date Revenue Report
Budgeted vs. Actuals 3/31/2025 and 3/31/2024

	FY 25 Budgeted Receipts	FY 25 YTD Revenues	% Collected	FY 24 Budgeted Receipts	FY 24 YTD Revenues	% Collected	Change in Budgets	Change in YTD Receipts
Local Receipts								
Motor Vehicle Excise	5,822,660	5,409,906	92.9%	5,708,009	5,063,568	88.7%	114,651	346,338
Hotel/Motel/Meals	1,869,326	2,436,911	130.4%	1,841,700	2,608,262	141.6%	27,626	(171,351)
Penalties and Interest on Taxes and Excises	480,000	370,324	77.2%	405,000	366,876	90.6%	75,000	3,448
Fees	61,000	19,469	31.9%	38,000	44,425	116.9%	23,000	(24,956)
Payments in Lieu of Taxes	479,150	-	0.0%	467,463	-	0.0%	11,687	-
Other Departmental Revenues	276,586	119,869	43.3%	234,586	106,488	45.4%	42,000	13,381
Other Departmental Revenues - School Medicare	200,000	146,598	73.3%	275,000	220,458	80.2%	(75,000)	(73,860)
Non-Recurring Revenues	-	-	N/A	-	6,300	N/A	-	(6,300)
Licenses and Permits	2,391,502	4,288,586	179.3%	2,401,315	2,138,775	89.1%	(9,813)	2,149,811
Fines & Forfeits	118,766	209,493	176.4%	132,500	137,649	103.9%	(13,734)	71,843
Investment Income	222,552	3,295,753	1480.9%	275,794	4,440,425	1610.1%	(53,242)	(1,144,671)
Special Assessments	-	40	N/A	-	636	N/A	-	(596)
Total Estimated Receipts	11,921,542	16,296,949	136.7%	11,779,367	15,133,862	128.5%	142,175	1,163,086
Off-Set Receipts								
Recreation	498,531	287,566	57.7%	556,531	321,479	57.8%	(58,000)	(33,913)
Elder Services	120,000	90,883	75.7%	106,000	87,336	82.4%	14,000	3,546
Public Facilities - Rental Receipts	105,000	77,516	73.8%	60,000	86,521	144.2%	45,000	(9,005)
Cemetery - Interment Fees	76,000	48,931	64.4%	60,000	56,757	94.6%	16,000	(7,826)
Public Safety - Police Detail Fees	55,000	58,009	105.5%	70,000	44,968	64.2%	(15,000)	13,042
Public Safety / Fire - Ambulance Receipts	1,768,000	1,579,330	89.3%	1,750,000	1,304,014	74.5%	18,000	275,316
Total Off-Set Receipts	2,622,531	2,142,234	81.7%	2,602,531	1,901,075	73.0%	20,000	241,159
Other Revenues								
Property Taxes (inc. Tax Titles)	191,831,670	141,997,524	74.0%	182,687,607	135,761,304	74.3%	9,144,063	6,236,220
State Aid	17,181,263	12,920,884	75.2%	16,716,855	12,504,208	74.8%	464,408	416,676
Total Other Revenues	209,012,933	154,918,408	74.1%	199,404,462	148,265,512	74.4%	9,608,471	6,652,895
Total Revenues	223,557,006	173,357,590	77.5%	213,786,360	165,300,449	77.3%	9,770,646	8,057,141

Town of Andover
FY 2025 Enterprise Funds Year-To-Date Revenue Report
Budgeted vs. Actuals 3/31/2025 and 3/31/2024

Water Fund	FY 25 Budgeted Receipts	FY 25 YTD Revenues	% Collected	FY 24 Budgeted Receipts	FY 24 YTD Revenues	% Collected	Change in Budgets	Change in YTD Receipts
User Charges	12,074,218	10,500,528	87.0%	12,777,571	8,746,514	68.5%	(703,353)	1,754,013
Water Connection	15,000	8,806	58.7%	5,000	8,177	163.5%	10,000	629
Water Testing Fees	20,000	9,646	48.2%	5,000	20,440	408.8%	15,000	(10,794)
Meter Installations	9,000	4,950	55.0%	10,000	4,875	48.8%	(1,000)	75
Fire Flow Test	6,000	4,273	71.2%	5,000	3,500	70.0%	1,000	773
Special/Final Reads	25,000	12,407	49.6%	15,000	11,210	74.7%	10,000	1,196
Backflow/Cross Connection Fees	55,000	43,395	78.9%	80,000	50,970	63.7%	(25,000)	(7,575)
Water Tap	-	600	N/A	-	650	N/A	-	(50)
Liens	80,000	58,504	73.1%	70,000	39,609	56.6%	10,000	18,895
Fire Services	290,000	402,039	138.6%	250,000	172,983	69.2%	40,000	229,056
Interest /Misc Revenue	-	509	N/A	-	7,167	N/A	-	(6,658)
Non-Revenue Interest	26,445	37,937	143.5%	26,445	17,778	67.2%	-	20,159
Total Water Receipts	12,600,663	11,083,593	88.0%	13,244,016	9,083,875	68.6%	(643,353)	1,999,719
Sewer Fund	FY 25 Budgeted Receipts	FY 25 YTD Revenues	% Collected	FY 24 Budgeted Receipts	FY 24 YTD Revenues	% Collected	Change in Budgets	Change in YTD Receipts
User Charges	5,061,671	4,050,629	80.0%	5,354,484	4,077,566	76.2%	(292,813)	(26,937)
Committed Interest/Income	80,000	45,004	56.3%	130,000	58,487	45.0%	(50,000)	(13,483)
Liens	65,000	40,196	61.8%	50,000	23,666	47.3%	15,000	16,530
Apport Assmnts	300,000	196,035	65.3%	400,000	235,596	58.9%	(100,000)	(39,560)
Deferred Property Tax	-	-	N/A	-	13,426	N/A	-	(13,426)
Interest /Misc Revenue	-	638	N/A	-	8,433	N/A	-	(7,796)
Non-Revenue Interest	20,000	50,024	250.1%	25,000	54,344.17	217.4%	(5,000)	(4,320)
Total Sewer Receipts	5,526,671	4,382,526	79.3%	5,959,484	4,471,518	75.0%	(432,813)	(88,993)
Total Enterprise Revenues	18,127,334	15,466,119	85.3%	19,203,500	13,555,393	70.59%	(1,076,166)	1,910,726

Town of Andover Local Receipts FY 2025 and FY 2024

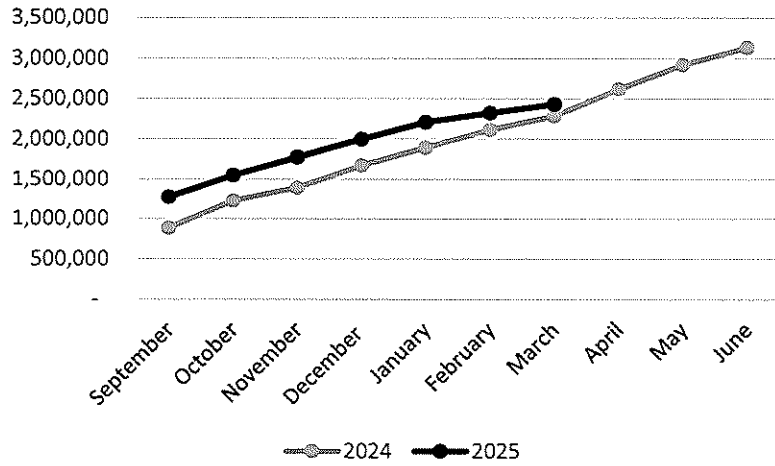


	0	\$1 M	\$2 M	\$3 M	\$4 M	\$5 M	\$6 M	\$7 M	\$8 M	\$9 M	\$10 M	\$11 M	\$12 M	\$13 M	\$14 M	\$15 M	\$16 M	\$17 M	\$18 M
	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Budget								
■ FY 2024 % of Budget	31.9%	39.6%	47.4%	65.1%	72.6%	90.0%	128.5%	0.0%	0.0%	0.0%	100.0%								
■ FY 2025 % of Budget	34.8%	42.2%	49.0%	63.3%	69.2%	83.2%	136.0%	0.0%	0.0%	0.0%	100.0%								
■ FY 2024 Receipts	\$3,752,141	\$4,659,961	\$5,577,813	\$7,669,262	\$8,546,229	\$10,597,378	\$15,133,862	\$0	\$0	\$0	\$11,779,367								
■ FY 2025 Receipts	\$4,165,383	\$5,057,731	\$5,872,141	\$7,586,509	\$8,286,370	\$9,962,359	\$16,296,949	\$0	\$0	\$0	\$11,981,109								

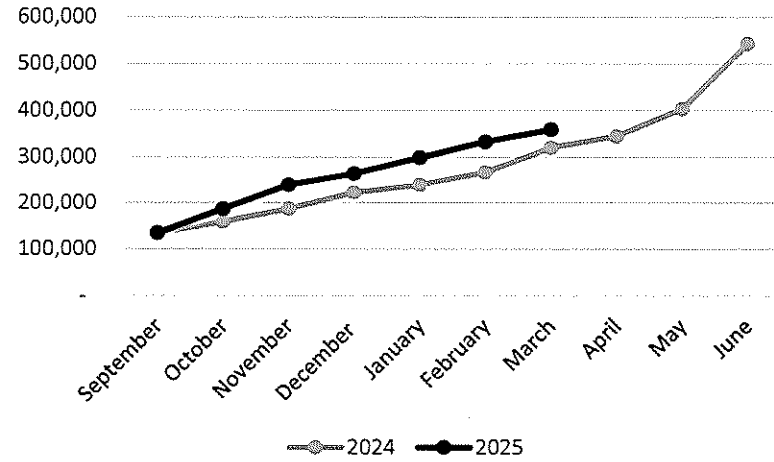
Town of Andover
FY 2025 Year-To-Date Budget Report
Personal Services and Other Expenditures thru 3/31/2025

	Original Appropriation	Transfers/ Adjustments	Revised Budget	YTD Expended	Encumbrances	Available Balance	% Expended & Encumbered	% Expended
Personal Services								
General Government	8,523,760	-	8,523,760	5,811,104	-	2,712,656	68.2%	68.2%
Community Services	1,811,840	-	1,811,840	1,289,958	-	521,882	71.2%	71.2%
Public Facilities	2,826,220	-	2,826,220	2,068,099	-	758,121	73.2%	73.2%
Public Safety - Fire	9,644,286	-	9,644,286	7,367,012	-	2,277,274	76.4%	76.4%
Public Safety - Police	8,856,002	-	8,856,002	6,540,472	-	2,315,530	73.9%	73.9%
Public Works	3,809,170	-	3,809,170	3,084,251	-	724,919	81.0%	81.0%
Library	2,414,256	-	2,414,256	1,751,203	-	663,053	72.5%	72.5%
Solid Waste	80,362	-	80,362	54,447	-	25,915	67.8%	67.8%
School	82,640,530	-	82,640,530	52,064,539	29,141,636	1,434,355	98.3%	63.0%
Total Personal Services - General Fund	120,606,426	-	120,606,426	80,031,084	29,141,636	11,433,706	90.5%	66.4%
Water Enterprise	2,339,562	-	2,339,562	1,693,707	-	645,855	72.4%	72.4%
Sewer Enterprise	388,877	-	388,877	286,579	-	102,298	73.7%	73.7%
Total Personal Services - Enterprise Funds	2,728,439	-	2,728,439	1,980,286	-	748,153	72.6%	72.6%
Other Expenses								
General Government	2,905,279	489,513	3,394,792	2,427,742	393,181	573,868	83.1%	71.5%
Community Services	649,000	147,046	796,046	358,170	111,379	326,496	59.0%	45.0%
Public Facilities	1,461,400	90,759	1,552,159	1,108,268	326,263	117,627	92.4%	71.4%
Public Safety - Fire	691,504	180,335	871,839	760,038	112,942	(1,141)	100.1%	87.2%
Public Safety - Police	1,002,800	49,149	1,051,949	684,832	207,612	159,505	84.8%	65.1%
Public Works	2,589,879	184,397	2,774,276	2,036,111	757,620	(19,454)	100.7%	73.4%
Library	683,085	1,600	684,685	522,899	132,837	28,949	95.8%	76.4%
Solid Waste	4,059,770	326,739	4,386,509	3,035,532	1,458,358	(107,381)	102.4%	69.2%
School	20,120,891	1,295,333	21,416,224	12,071,302	8,033,646	1,311,276	93.9%	56.4%
Technical Schools	1,351,587	-	1,351,587	973,416	283,538	94,633	93.0%	72.0%
Debt Service	27,952,429	-	27,952,429	23,240,957	-	4,711,472	83.1%	83.1%
Insurance	1,549,284	9,086	1,558,370	1,341,665	47,300	169,405	89.1%	86.1%
Health Insurance	25,135,936	-	25,135,936	11,456,879	-	13,679,057	45.6%	45.6%
Unemployment	172,303	5,084	177,387	177,387	-	-	100.0%	100.0%
Retirement	7,481,089	-	7,481,089	7,481,086	-	3	100.0%	100.0%
Reserve Fund	200,000	121,323	321,323	-	-	321,323	0.0%	0.0%
OPEB Appropriation	1,874,364	-	1,874,364	1,874,364	-	-	100.0%	100.0%
Total Other Expenses - General Fund	99,880,600	2,900,364	102,780,964	69,550,648	11,864,677	21,365,639	79.2%	67.7%
Water Enterprise	10,567,288	381,183	10,948,471	6,430,251	979,379	3,538,842	67.7%	58.7%
Sewer Enterprise	5,112,039	931,538	6,043,577	3,444,522	1,685,863	913,192	84.9%	57.0%
Total Other Expenses - Enterprise Funds	15,679,327	1,312,721	16,992,048	9,874,772	2,665,242	4,452,034	73.8%	58.1%
Total - General Fund	220,487,026	2,900,364	223,387,390	149,581,732	41,006,313	32,799,345	85.3%	67.0%
Total - Enterprise Funds	18,407,766	1,312,721	19,720,487	11,855,059	2,665,242	5,200,187	73.6%	60.1%

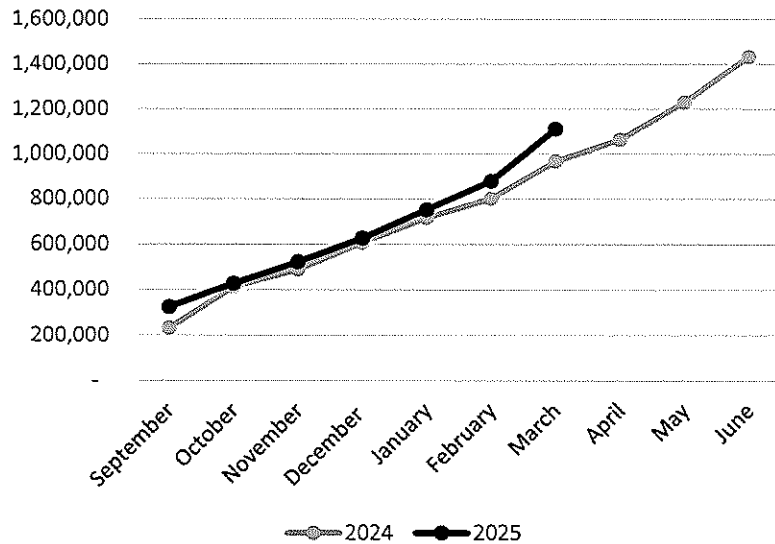
General Government Expenses



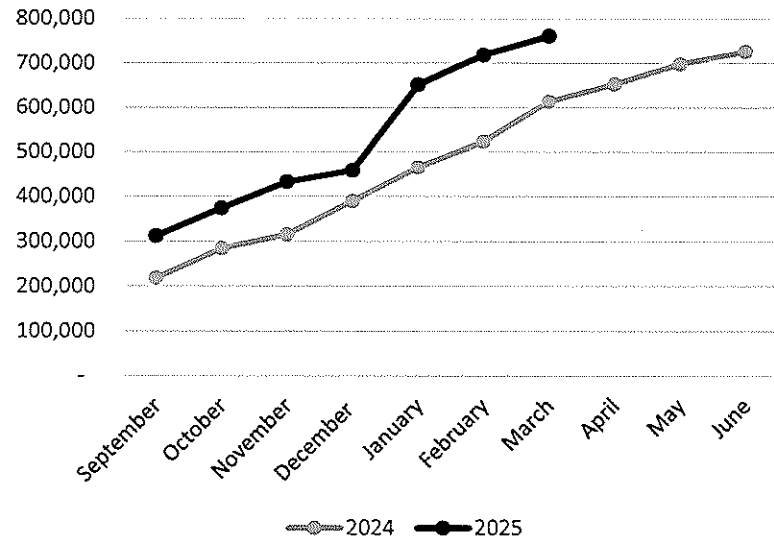
Community Services Expenses



Public Facilities Expenses

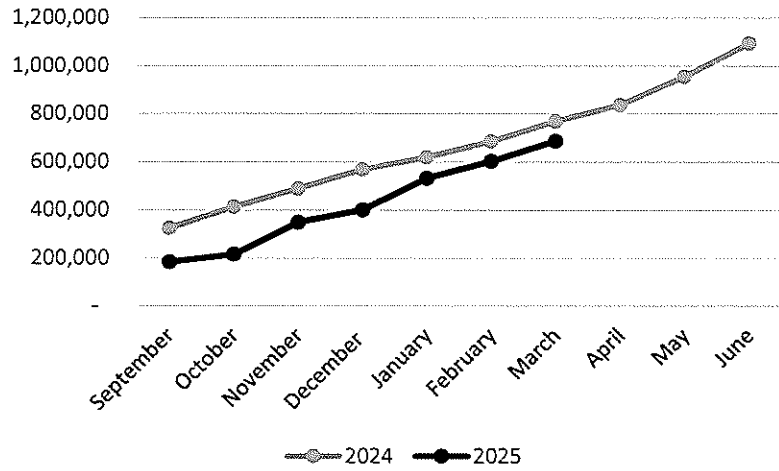


Fire Expenses

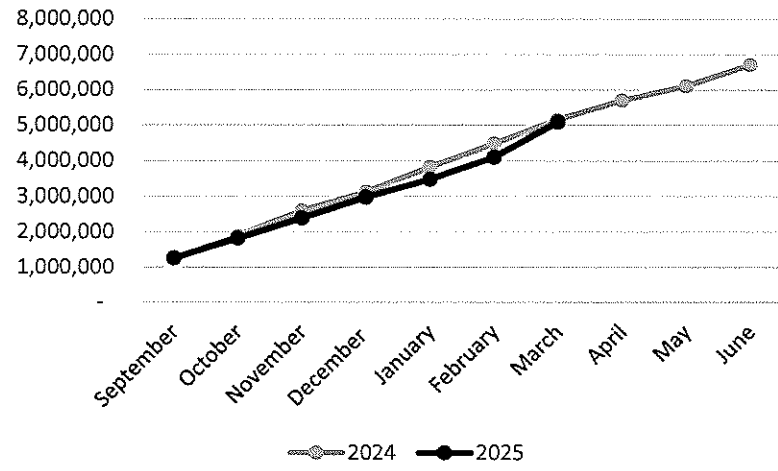


*Expenses vary from year to year due to timing and departmental needs, but can still be on budget.

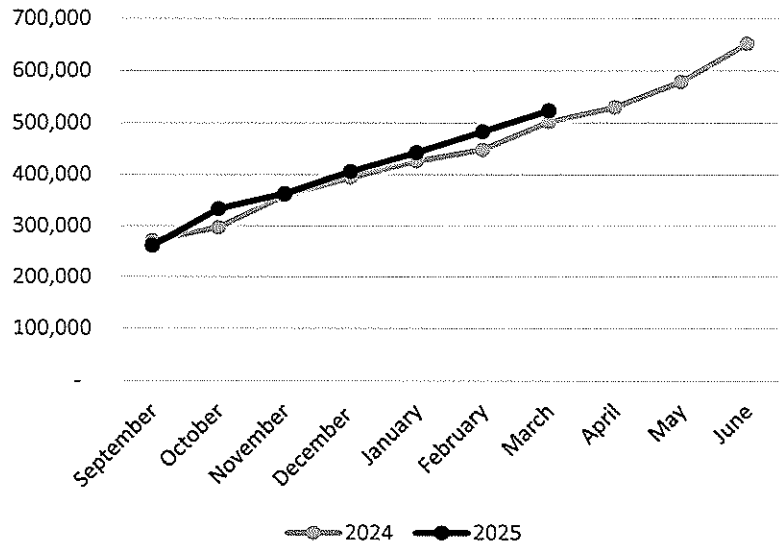
Police Expenses



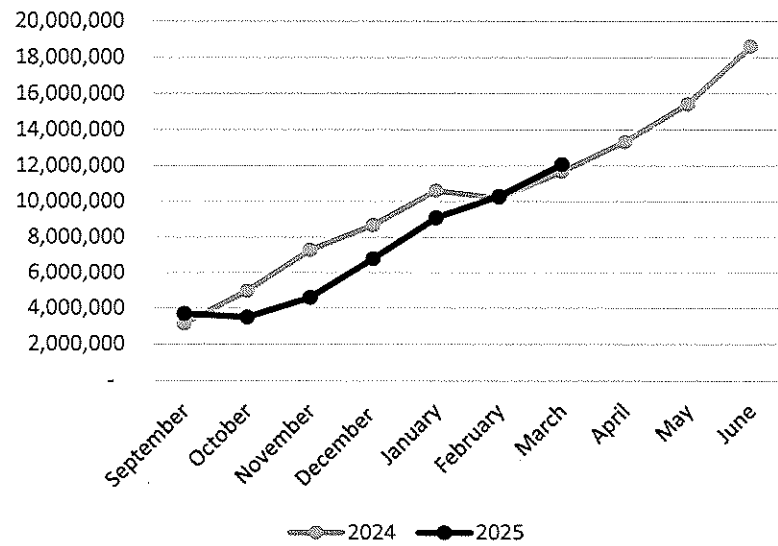
Public Works & Solid Waste Expenses



Library Expenses

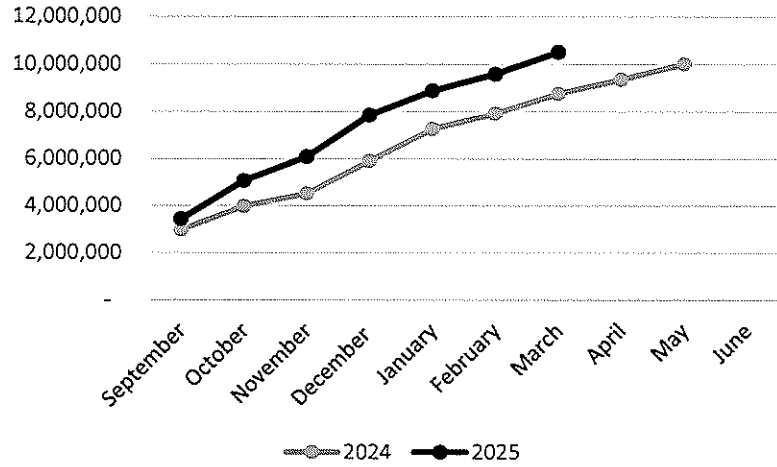


School Expenses

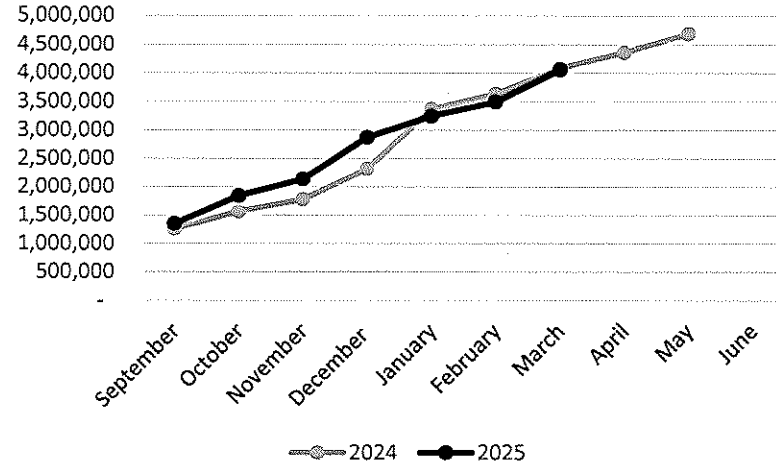


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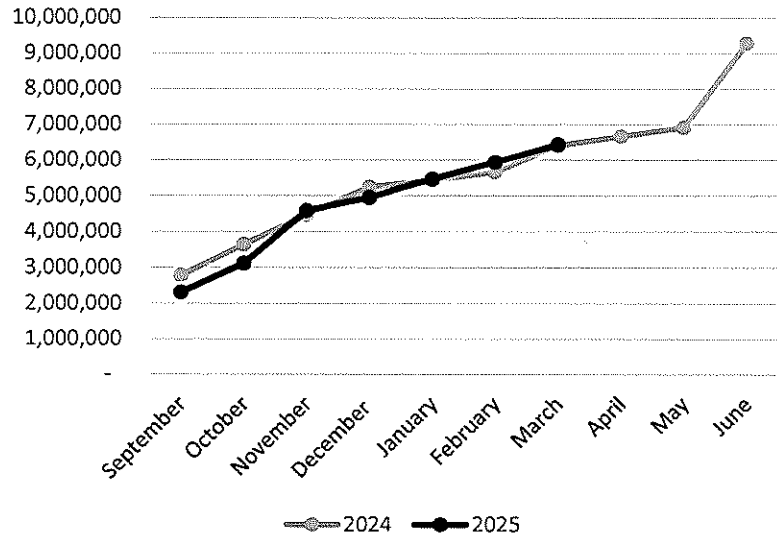
Water User Charges



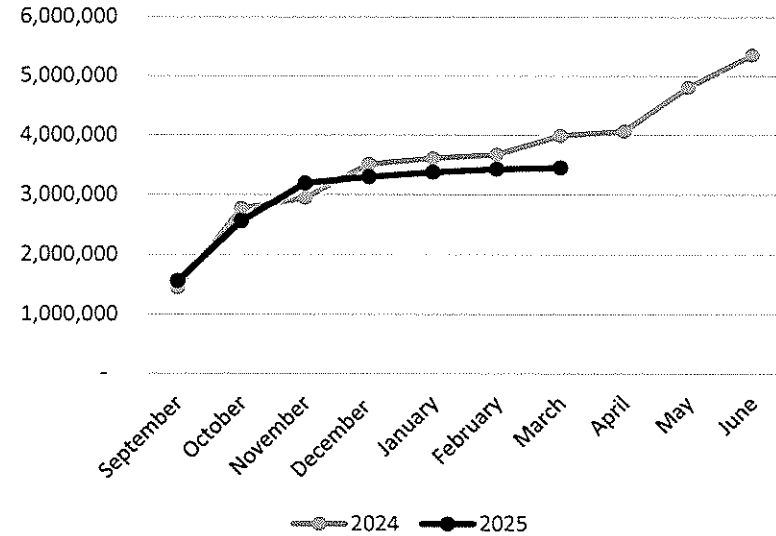
Sewer User Charges



Water Other Expenses



Sewer Other Expenses



*Expenses vary from year to year due to timing and departmental needs, but can still be on budget.

Town of Andover
FY 2025 Revolving Accounts
(M.G.L. CH. 44, § 53 E1/2)
As of 3/31/25

	CD & P Legal Notices Acct 5550	Library Lost/Damaged Materials Acct 5631	CD & P Health Services Clinics Acct 5557	Recreation Special Services Acct 5552	Youth Services Acct 5553	Facilities Field Maintenance Acct 5622	Elder Services Acct 5554	Police Antenna Uses Acct 5653	School Photocopy Fees Acct 4510	Facilities Compost Program Acct 5666	DPW Solid Waste Fees Acct 5667	CD & P Stormwater Management Acct 5668	Fire Emergency Billing Acct 5669	Health Services Inspections Acct 5670	School Professional Development Acct 4500	Student Technology Rentals Acct 4260	Public Space Rentals Acct 5546
Balance thru 6/30/2023	34,517	18,887	53,076	1,430,203	435,076	224,211	179,548.09	58,892	50,598	34,197	83,617.47	0	681	176,476	3,184	51,854	N/A
Receipts thru 6/30/2024	28,058	3,378	64,730	1,974,285	391,724	87,788	167,133.22	5,319	3,034	32,967	22,473	0	0	56,660	0	35,750	N/A
Expenditures thru 6/30/2024	28,412	1,797	3,637	1,713,458	186,942	156,636	116,437.17	0	0	45,423	38,696	0	0	25,473	0	20,390	0
Balance thru 6/30/2024	34,163	20,468	114,169	1,691,031	639,859	155,362	230,244	64,211	53,632	21,741	67,395	0	681	207,663	3,184	67,214	0
Receipts thru 3/31/2025	14,605	1,870	18,708	2,007,101	266,727	28,785	137,834.06	0	2,169	9,101	13,569	0	0	50,800	0	15,600	0
Expenditures thru 3/31/2025	13,970	82	25,320	1,432,033	236,282	78,874	80,427.50	0	0	26,682	5,710	0	0	1,073	0	38,130	0
Balance thru 3/31/2025	34,798	22,256	107,557	2,266,098	670,303	105,272	287,650.70	64,211	55,801	4,160	75,253	0	681	257,390	3,184	44,684	0
Spending Authorization	\$35,000	\$20,000	\$60,000	\$1,750,000	\$400,000	\$150,000	\$225,000	\$50,000	\$10,000	\$60,000	\$40,000	\$5,000	\$100,000	\$100,000	\$50,000	\$200,000	\$50,000
Y-T-D % Spent	39.91%	0.41%	42.20%	81.83%	59.07%	52.58%	35.75%	0.00%	0.00%	44.47%	14.28%	0.00%	0.00%	1.07%	0.00%	19.07%	0.00%

**Town of Andover
Capital Projects
3/31/2025**

	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>Total Available</u>	
Budget	1,040,000	1,011,600	1,150,000	1,185,000	1,271,500	1,338,000	1,210,000		
Expended	1,040,000	1,011,600	1,141,249	1,175,508	1,029,148	811,332	313,551		
Encumbered	-	-	728	-	82,906	75,025	124,740		
Total School	Available	-	-	8,023	9,493	159,446	451,643	771,710	1,400,315
Budget	487,000	1,069,098	902,108	137,000	150,000	95,000	60,000		
Expended	458,690	956,808	901,241	131,283	86,977	25,723	25,000		
Encumbered	3,517	1,600	-	130	3,900	24,724	-		
Total General Government	Available	24,793	110,690	867	5,587	59,123	44,553	35,000	280,614
Budget	-	10,000	50,000	-	-	-	-		
Expended	-	10,000	49,236	-	-	-	-		
Encumbered	-	-	-	-	-	-	-		
Total Library	Available	-	-	764	-	-	-	-	764
Budget	946,000	1,303,000	468,000	1,180,000	1,165,000	1,130,000	1,209,000		
Expended	946,000	1,303,000	428,531	1,137,934	971,134	758,598	254,827		
Encumbered	-	-	4,913	42,063	139,670	149,348	206,910		
Total Facilities	Available	-	-	34,556	3	54,195	222,053	747,262	1,058,070
Budget	250,077	195,000	195,000	255,000	-	40,000	65,000		
Expended	250,077	195,000	195,000	254,948	-	34,257	-		
Encumbered	-	-	-	52	-	-	-		
Total Police	Available	-	-	-	-	-	5,743	65,000	70,743
Budget	214,000	-	96,000	88,000	-	185,000	-		
Expended	213,990	-	96,000	77,383	-	-	-		
Encumbered	-	-	-	10,617	-	-	-		
Total Fire	Available	10	-	-	-	-	185,000	-	185,010
Budget	328,000	400,000	-	165,000	170,000	102,000	80,000		
Expended	328,000	399,119	-	145,000	150,000	64,975	40,390		
Encumbered	-	-	-	-	-	-	19,000		
Total DPW	Available	-	881	-	20,000	20,000	37,026	20,610	98,516
Budget	2,225,077	2,977,098	1,711,108	1,825,000	1,485,000	1,552,000	1,414,000		
Expended	2,196,757	2,863,927	1,670,008	1,746,549	1,208,112	883,553	320,217		
Encumbered	3,517	1,600	4,913	52,861	143,570	174,073	225,910		
Total Town	Available	24,804	111,571	36,187	25,590	133,318	494,375	867,872	1,693,717
Budget	3,265,077	3,988,698	2,861,108	3,010,000	2,756,500	2,890,000	2,624,000		
Expended	3,236,757	3,875,527	2,811,257	2,922,056	2,237,260	1,694,884	633,768		
Encumbered	3,517	1,600	5,641	52,861	226,476	249,098	350,650		
Grand Total	Available	24,804	111,571	44,210	35,083	292,764	946,018	1,639,582	3,094,032