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| EXECUTION FOR POSSESSION OF LEASED OR RENTED DWELLING | DOCKET NUMBER 2352SU000165 | Trial Court of Massachusetts District Court Department Summary Process Session  |
| CASE NAME Albert J. Locatelli Realty Trust c/o Locatelli Properties, LLC v. Craft Beer Initiative LLC | | |
| DEFENDANT AGAINST WHOM EXECUTION IS ISSUED Craft Beer Initiative LLC 87 Leonard St Belmont, MA 02478 | COURT NAME & ADDRESS Cambridge District Court 4040 Mystic Valley Parkway Medford, MA 02155 | |
| | PLAINTIFF(S) IN WHOSE FAVOR EXECUTION IS ISSUED Albert J. Locatelli Realty Trust c/o Locatelli Properties, LLC | |
| PLAINTIFF (OR PLAINTIFF(S) ATTORNEY) WHO MUST ARRANGE SERVICE OF EXECUTION File Copy | FURTHER ORDERS OF THE COURT | |
| SUBJECT DWELLING PREMISES | | |
| 87 Leonard Street , Belmont, MA 02478 | | |
| <p>TO THE SHERIFFS OF THE SEVERAL COUNTIES OR THEIR DEPUTIES, OR ANY CONSTABLE OF ANY CITY OR TOWN WITHIN THE COMMONWEALTH:</p> <p>The plaintiff(s) named above has recovered judgment against the defendant named above for possession of the subject premises shown above, which were leased or rented for dwelling purposes.</p> <p>WE COMMAND YOU, therefore, subject to the requirements of G.L. c. 235 § 23 and G.L. c. 239, § 3, to cause the plaintiff(s) to have possession of the premises shown above without delay.</p> <p>This Writ of Execution is VALID FOR THREE CALENDAR MONTHS ONLY. It may not be levied upon if any underlying money judgment for non-payment of rent, along with any use and occupancy accruing since the date of judgment, has been fully satisfied. It must be returned to the clerk-magistrate's office of this court, along with your return of service, within ten days after this judgment for possession has been satisfied or discharged, or after three calendar months if this judgment remains unsatisfied or undischarged.</p> | | |
| TESTE OF FIRST JUSTICE WITNESS: Hon. David E Frank | DATE EXECUTION ISSUED 11/28/2023 | CLERK-MAGISTRATE/ASST. CLERK X |
| <p style="text-align: center;">RETURN OF SERVICE</p> <p><input type="checkbox"/> Pursuant to this writ, I have caused the plaintiff(s) to have possession of the subject premises.</p> <p><input type="checkbox"/> After notice the defendant(s) vacated the subject premises voluntarily.</p> <p><input type="checkbox"/> I have physically removed the defendant(s) and his/her/their personal possessions from the subject premises.</p> <p><input type="checkbox"/> I have not caused the plaintiff(s) to recover possession of these premises pursuant to this writ because:</p> | | |
| DATE & TIME WRIT SERVED | DATE OF RETURN | CONSTABLE/DEPUTY SHERIFF X |

**EXECUTION
ON MONEY JUDGMENT**

DOCKET NUMBER
2352SU000165

**Trial Court of Massachusetts
District Court Department**



CASE NAME **Albert J. Locatelli Realty Trust c/o Locatelli Properties, LLC v. Craft Beer Initiative LLC**

| | |
|---|---|
| JUDGMENT DEBTOR AGAINST WHOM EXECUTION IS ISSUED Craft Beer Initiative LLC 87 Leonard St Belmont, MA 02478 | COURT NAME & ADDRESS Cambridge District Court 4040 Mystic Valley Parkway Medford, MA 02155 |
| | JUDGMENT CREDITOR(S) IN WHOSE FAVOR EXECUTION IS ISSUED Albert J. Locatelli Realty Trust c/o Locatelli Properties, LLC |
| JUDGMENT CREDITOR (OR CREDITOR'S ATTORNEY) WHO MUST ARRANGE SERVICE OF EXECUTION File Copy | FURTHER ORDERS OF THE COURT |

TO THE SHERIFFS OF THE SEVERAL COUNTIES OR THEIR DEPUTIES, OR (SUBJECT TO THE LIMITATIONS OF G.L. C. 41 § 92) ANY CONSTABLE OF ANY CITY OR TOWN WITHIN THE COMMONWEALTH:

The judgment creditor(s) has recovered judgment against the judgment debtor named above in the amount shown below:

WE COMMAND YOU, therefore, from out of the value of any real or personal property of such judgment debtor found within your territorial jurisdiction, to cause payment to be made to the judgment creditor(s) in the amount of the "Execution Total" shown below, plus additional postjudgment interest as provided by G.L. c. 235 § 8 on the "Judgment Total" shown below commencing from the "Date Execution Issued" shown below at the "Annual Postjudgment Interest Rate" shown below, and to collect your own fees, as provided by law. This Writ of Execution is valid for twenty years from the "Date Judgment Entered" shown below. It must be returned to the court, along with your return of service, within ten days after this judgment has been satisfied or discharged, or after twenty years if this judgment remains unsatisfied or undischarged.

| | |
|--|---------------------|
| 1. Judgment Total | 181,770.08 |
| 2. Date Judgment Entered | 11/28/2023 |
| 3. Date Execution Issued | 11/28/2023 |
| 4. Number of Days from Judgment to Execution (<i>Line 3 - Line 2</i>) | 0 |
| 5. Annual Postjudgment Interest Rate | 0.12 |
| 6. Postjudgment Interest from Judgment to Execution (<i>lines 1x4x5</i>) | \$.00 |
| 7. Postjudgment Costs (<i>if any</i>) | \$ |
| 8. Credits (<i>if any</i>) | \$ |
| 9. EXECUTION TOTAL (<i>Lines 1 + 6 + 7, minus Line 8</i>) | \$181,770.08 |
| LEVYING OFFICER: (a) Add daily interest from date execution issued. | |
| (b) Add your fees as provided by law: | |

| | | |
|--|---|--|
| TESTE OF FIRST JUSTICE WITNESS: Hon. David E Frank | DATE EXECUTION ISSUED 11/28/2023 | CLERK-MAGISTRATE/ASST. CLERK X |
|--|---|--|

| | | | | |
|--|--|--|---|--|
| JUDGMENT FOR PLAINTIFF(S) FOR POSSESSION AND RENT | | DOCKET NUMBER 2352SU000165 | Trial Court of Massachusetts District Court Department Summary Process Session |  |
| Albert J. Locatelli Realty Trust c/o Locatelli Properties, LLC v. Craft Beer Initiative LLC | | | | |
| SUBJECT PREMISES 87 Leonard Street , Belmont, MA 02478 | | | | |
| PLAINTIFF(S) WHO ARE PARTIES TO THIS JUDGMENT Albert J. Locatelli Realty Trust c/o Locatelli Properties, LLC | | | COURT NAME & ADDRESS Cambridge District Court 4040 Mystic Valley Parkway Medford, MA 02155 | |
| DEFENDANT(S) WHO ARE PARTIES TO THIS JUDGMENT Craft Beer Initiative LLC | | | NEXT COURT EVENT (IF ANY) No Future Event Scheduled | |
| ATTORNEY (OR PRO SE PARTY) TO WHOM THIS COPY OF JUDGMENT IS ISSUED File Copy | | | FURTHER ORDERS OF THE COURT See Agreement for Judgment filed | |
| JUDGMENT FOR PLAINTIFF(S) FOR POSSESSION AND RENT | | | | |
| On the above action , by agreement of the parties, the issues having been duly tried or heard, and a finding or verdict having been duly rendered, IT IS ORDERED AND ADJUDGED by the Court (Hon. David E Frank) that the plaintiff(s) named above recover of the Defendant(s) named above possession of the subject premises shown above and, for unpaid rent, use and occupation, the "Judgment Total" shown below plus other costs as may be taxed pursuant to law, with postjudgment interest thereon pursuant to G.L. c. 235, § 8 at the "Annual Interest Rate" shown below from the "Date Judgment Entered" shown below until the date of payment. | | | | |
| NOTICE OF ENTRY OF JUDGMENT | | | | |
| Pursuant to Mass. R. Civ. P. 54, 58, 77(d) and 79(a) and Uniform Summary Process Rule 10(d), this Judgment has been entered on the docket on the "Date Judgment Entered" shown below, and this notice is being sent to all parties. | | | | |
| 1. Date of Breach, Demand or Complaint | | | 11/13/2023 | |
| 2. Date Judgment Entered | | | 11/28/2023 | |
| 3. Number of Days of Prejudgment Interest (<i>line 2 - Line1</i>) | | | 15 | |
| 4. Annual Interest Rate of 0.00/365.25 = Daily Interest rate | | | .000000 | |
| 5. Single Damages | | | \$181,505.08 | |
| 6. Prejudgment Interest (<i>lines 3x4x5</i>) | | | \$.00 | |
| 7. Double or Treble Damages Awarded by Court (<i>where authorized by law</i>) | | | \$ | |
| 8. Costs Awarded by Court | | | \$265.00 | |
| 9. Attorney Fees Awarded by Court (<i>where authorized by law</i>) | | | \$ | |
| 10. JUDGMENT TOTAL PAYABLE TO PLAINTIFF(S) (<i>Lines 5+6+7+8+9</i>) | | | \$181,770.08 | |
| DATE JUDGMENT ENTERED 11/28/2023 | | CLERK-MAGISTRATE/ASST. CLERK X | | |

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

CAMBRIDGE DISTRICT COURT

23SU0165

_____))
 ALBERT J. LOCATELLI REALTY TRUST))
))
 Plaintiff,))
))
 v.))
))
 CRAFT BEER INITIATIVE LLC,))
))
 Defendant.))
 _____))

AGREEMENT FOR JUDGMENT

The parties to this action, Plaintiff/Landlord, Albert J. Locatelli Realty Trust (“Plaintiff”), on the one hand, and the Defendant, Craft Beer Initiative LLC (“Defendant”), on the other, agree that the following shall be entered forthwith as an Order of the Court and waive their right to appear before the Court prior to its entry:

1. Judgment for possession of the properties known as and numbered (a) 87 Leonard Street in Belmont, Massachusetts, and (b) 85 & 91-95 Leonard Street in Belmont, Massachusetts (together, the “Properties”) in favor of Plaintiff;
2. Judgment for money damages in favor of Plaintiff in the amount of \$181,505.08 in favor of Plaintiff;
3. Execution for (i) possession, and (ii) money damages, shall issue forthwith to Plaintiff and without requiring a motion for same or any further action by the Plaintiff;
4. Nothing in this Agreement shall be taken to, or does in any way, establish a new tenancy between Plaintiff and the Defendant.
5. Upon the Court’s issuance of said Execution, the Defendant expressly and unambiguously authorizes Plaintiff to (i) change the locks on the Properties, and (ii) subject to the rights of the secured parties, Plaintiff may take such action as is duly authorized and appropriate pursuant to the General Laws of the Commonwealth of Massachusetts.

6. The Defendant waives the right to seek any (i) stay of this Court's issuance of the Execution provided for in this Agreement for Judgment, or otherwise, and/or (ii) change or modification to this Agreement for Judgment.

7. Both parties waive all rights of appeal and notice, unless otherwise required by Rule 77.

ONCE APPROVED BY THE JUDGE, THIS AGREEMENT BECOMES A COURT ORDER AND BOTH PARTIES ARE LEGALLY REQUIRED TO FOLLOW IT.

THE PARTIES UNDERSTAND THAT THEY HAVE A RIGHT TO A HEARING ON THEIR CASE BEFORE A JUDGE, BUT INSTEAD HAVE CHOSEN TO SIGN THIS AGREEMENT FOR JUDGMENT VOLUNTARILY AND FOR ITS STATED PURPOSE AFTER HAVING A FULL OPPORTUNITY TO CONFER WITH COUNSEL OF THEIR CHOOSING.

Respectfully submitted,

PLAINTIFF,
Albert J. Locatelli Realty Trust,
by its attorney,

DEFENDANT,
Craft Beer Initiative LLC,
by its attorney,

/s/ Matthew J. Dunn
Matthew J. Dunn, Esq. (BBO #654041)
Berluti McLaughlin & Kutchin LLP
44 School Street, 9th Floor
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/s/ Nina M. Parker
Nina M. Parker, Esq. (BBO#389990)
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Foxboro, MA 02035
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parker@mandkllp.com

Dated: November 28, 2023

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

CAMBRIDGE DISTRICT COURT

_____)
 Albert J. Locatelli Realty Trust,)
)
 Plaintiff/Landlord,)
)
 v.)
)
 Craft Beer Initiative LLC,)
)
 Defendant/Tenant.)
 _____)

Docket No.: 2352SU000165

**PLAINTIFF, ALBERT J. LOCATELLI REALTY TRUST'S,
MOTION TO ENFORCE SETTLEMENT AGREEMENT**

Plaintiff/Landlord, Albert J. Locatelli Realty Trust (“Plaintiff” or “Locatelli”), hereby moves to enforce the settlement agreement (“Agreement”) reached between it and the Defendant/Tenant, Craft Beer Initiative LLC (“Defendant” or “Craft Beer”), through their respective attorneys, on November 15, 2023, (i) the terms of which were memorialized in a written settlement agreement attached hereto as Exhibit 1, and (ii) that Craft Beer recognized was binding upon it by remitting the first payment called for in that agreement to Locatelli that day. A Proposed Order Enforcing the Settlement Agreement is attached to this motion as Exhibit A.

INTRODUCTION

This Motion seeks to enforce a written settlement agreement reached between counsel for Locatelli and Craft Beer on November 15, 2023. See Exhibit 1. In fact, Locatelli signed the settlement agreement and Craft Beer initiated the first payment called for in it via ACH transfer to Locatelli. See Exhibit 2. After doing so, however, Craft Beer refused to affix its signature to the settlement agreement because, as its attorney stated, “...the IRS placed a levy on the accounts of Craft Beer which they are in the process of seeking to resolve. Accordingly, they are not able to

execute the Settlement Agreement with your client at this time. We continue to work towards a resolution, but in the interim, *you are not authorized* to file the Agreement for Judgment. I trust that you will proceed with the Summary Process proceedings and request that you provide us with the Notices issued by the court in connection with the filing of the Complaint on Monday.” See Exhibit 3.

As Locatelli relied upon Craft Beer’s agreement to settle this dispute and materially changed its position based upon Craft Beer’s representations that the matter was resolved under the terms of the settlement agreement, Plaintiff now advances the present Motion – and requests an order from this Honorable Court that enforces its terms and awards Locatelli its costs and attorney’s fees.

FACTS

I. The History of the Dispute

Craft Beer rents the properties known as and numbered (a) 87 Leonard Street in Belmont, Massachusetts, and (b) 85 & 91-95 Leonard Street in Belmont, Massachusetts (together, the “Properties”), from Locatelli as a tenant-at-will to conduct Craft Beer’s businesses, Craft Beer Cellar and Trinktisch, in these locations. As of November 1, 2023, Craft Beer owed Locatelli the sum of \$181,505.08 in unpaid rent and other charges for its use and occupancy of the Properties. However, Craft Beer wanted to continue to occupy these locations through the upcoming holiday seasons so that it could conduct its business during this busy time of the year. Locatelli agreed to allow it do so on condition that Craft Beer (i) acknowledged that it owed Locatelli \$181,505.08 in unpaid rent and other charges, (ii) agreed to pay Locatelli the sum of \$3,400.00 per week until the agreed-upon move out date, and (iii) agreed to vacate the Properties by January 8, 2024. Craft Beer agreed.

II. Settlement

To memorialize this understanding, Locatelli's attorney drafted a settlement agreement that set forth the terms recited above. That settlement agreement also includes an "Agreement for Judgment," which is attached to it as Exhibit A. The Agreement for Judgment allows Locatelli to immediately obtain an execution for possession of the Properties and money judgment against Craft Beer in this action, which the parties agreed would be held in escrow by Locatelli's attorney until either (i) until January 8, 2024, or (ii) forty-eight hours after Craft Beer defaulted on its payment obligation to Locatelli. These terms were finalized and agreed-upon on Wednesday, November 15, 2023. Thereafter, Craft Beer remitted the first payment of \$3,400.00 to Locatelli. See Exhibit 2. Plaintiff's counsel forwarded Locatelli's signature on the settlement agreement the next day (Thursday, November 16, 2023) and requested that Craft Beer's attorney forward her client's signature on this polished memorandum of an already binding contract. On Friday, November 17, 2023, Craft Beer's attorney emailed Locatelli counsel to inform him that (a) Craft Beer would not sign the settlement agreement, and (b) Locatelli would need to proceed with the Summary Process action before this Court. See Exhibit 3.

ARGUMENT

"It is axiomatic that to create an enforceable contract, there must be agreement between the parties on the material terms of that contract, and the parties must have a present intention to be bound by that agreement." *Situation Management Systems, Inc. v. Malouf, Inc.*, 430 Mass. 875, 878 (2000); see also *McCarthy v. Tobin*, 429 Mass. 84, 87 (1999). To form a binding contract "[t]he parties must give their mutual assent by having 'a meeting of the minds' on the same proposition on the same terms at the same time." *I&R Mechanical, Inc. v. Hazelton Mfg. Co.*, 62 Mass. App. Ct. 452, 455 (2004). "The manifestation of mutual assent between contracting parties

generally consists of an offer by one,” covering all the material terms of an agreement between the parties, “and the acceptance of [that offer] by the other.” *Id.*

Applying these basic tenets in the context of settlement negotiations, it is well settled that where the parties have manifested their mutual assent to the material terms of a settlement, such agreement will be enforced by the courts. See *Sparrow v. Demonico*, 461 Mass. 322, 327 (2012); see also *Basis Tech. Corp. v. Amazon.com, Inc.*, 71 Mass. App. Ct. 29, 36-38 (2008) (email communication agreeing to essential terms of the settlement agreement was a binding agreement and purpose of subsequent settlement agreement was to memorialize the settlement terms, not create them); *Anaesthesia Assoc. of Massachusetts, P.C. v. Feliz*, 2021 WL 3292080, *1 (Mass. Sup. Ct. 2021) (courts will enforce oral settlement agreement).

In this case, it is indisputable that the parties manifested their mutual assent to all the material terms of their settlement. In fact, those terms are expressly set forth in the mutually agreed-to written settlement agreement that Craft Beer unequivocally acknowledged was binding on it by remitting the first payment called for in that contract. However, it now claims that it is not bound by the settlement agreement simply because it refuses to sign that document. The fact, however, does not make the settlement agreement any less binding on Craft Beer. See *Quint v. A.E. Staley Mfg. Co.*, 246 F.3d 11, 15 (1st Cir. 2001) (“If the parties have agreed upon all material terms, it may be inferred that the purpose of a final document which the parties agree to execute is to serve as a polished memorandum of an already binding contract”). “An enforceable settlement agreement arises in Massachusetts when all of the parties to be bound mutually assent to all material terms, even if those terms are not memorialized in a final writing.” *Bistany v. PNC Bank, NA*, 585 F.Supp.2d 179, 182 (D. Mass. 2008). Where, as here, the “parties voluntarily enter into a settlement agreement, it cannot be repudiated by either party, and the court will summarily

enforce the agreement.” *Flebotte*, 2001 WL 35988082, at **2-4; *Moloney v. Boston Five Cents Sav. Bank FSB*, 422 Mass. 431, 435 n.7 (1996); see also *Basis Tech. Corp.*, 71 Mass. App. Ct. at 37 (2008) (enforcement is ordered even if execution of a document memorializing the terms of the settlement agreement is contemplated).

In addition to being bound to settle this case under the terms contained in the parties’ settlement agreement, which includes the Agreement for Judgment, Craft Beer is also liable for Locatelli’s costs and fees associated with its attempt to secure Craft Beer’s compliance with the agreement and the bringing of this motion. Both parties to this action are represented by attorneys. They are obligated to proceed in good faith and to “act with reasonable diligence to bring their litigation to a final conclusion.” *Bucchiere v. New England Tel. & Tel. Co.*, 396 Mass. 639, 642 (1986). As such, they are bound to refrain from any action which “obstructs or degrades the administration of justice or derogates from the authority and dignity of the court....” *Reznik v. Friswell*, 2003 WL 1563981, *2 (Mass. Dist. App. Div. 2003) quoting *Avelino–Wright v. Wright*, 51 Mass. App. Ct. 1, 5 (2001). The power to impose sanctions derives from the inherent authority of every court to do what is necessary to achieve the “orderly and expeditious disposition of cases.” *Anderson v. Sport Lounge, Inc.*, 27 Mass. App. Ct. 1208, 1209 (1989).

In the present case, Craft Beer voluntarily entered into a settlement and then refused to comply with its terms by alleging that Locatelli had not right to file the Agreement for Judgment against it in this case. So while Craft Beer continues to use and occupy the Properties, Locatelli is forced to bring this motion simply to obtain the relief that Craft Beer has already acknowledge Locatelli is entitled to (i.e. an execution for possession and a money judgement).

Sadly, this is simply the latest example of a larger pattern of conduct by Craft Beer in its dealings with Locatelli. However, Craft Beer should not be allowed to waste the resources

Locatelli or this Court in reopening a settled matter simply because it does not like the result that it already agreed to and seeks to avoid it. Accordingly, Craft Beer should be ordered to pay Locatelli's reasonable costs associated with enforcing the settlement agreement in this matter.

CONCLUSION

WHEREFORE, Plaintiff/Landlord, Albert J. Locatelli Realty Trust, respectfully requests that this Honorable Court (i) enter the Proposed Order Enforcing the Settlement Agreement as an Order of this Court, and (ii) enter an order compelling the Defendant, Craft Beer Initiative LLC, to pay all reasonable costs incurred by Locatelli in enforcing the settlement agreement reached by these parties.

Respectfully Submitted,

PLAINTIFF/LANDLORD,
Albert J. Locatelli Realty Trust,
By its attorneys,

/s/ Matthew J. Dunn

Matthew J. Dunn, Esq. (BBO# 654041)
Brendan P. Cooke, Esq. (BBO# 710862)
Berluti McLaughlin and Kutchin
44 School Street, 9th Floor
Boston, MA 02108
Phone: (617) 557-3030
mdunn@bmklegal.com
bcooke@bmklegal.com

Dated: November 20, 2023

CERTIFICATE OF SERVICE

I, Matthew J. Dunn, hereby certify that on the 20th day of November 2023, a true and accurate copy of the proceeding document was served on counsel for the Defendant, Craft Beer Initiative LLC, at the below address by First Class mail and/or email.

Nina M. Parker, Esq.
Of Counsel
Madoff & Khoury, LLP
124 Washington Street
Pine Brook Office Park, Suite 202
Foxboro, MA 02035
parker@mandkllp.com

/s/ Matthew J. Dunn

Matthew J. Dunn

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into this 9th day of November 2023 (the “Effective Date”), by and between Albert J. Locatelli Realty Trust (“Landlord”) and Craft Beer Initiative LLC (“Tenant”), which parties are together referred to hereinafter as the “Parties.”

RECITALS

WHEREAS, the Tenant rents the properties known as and numbered (a) 87 Leonard Street in Belmont, Massachusetts, and (b) 85 & 91-95 Leonard Street in Belmont, Massachusetts (together, the “Properties”), from Landlord as a tenant-at-will to conduct Tenant’s businesses, Craft Beer Cellar and Trinktisch, in these locations;

WHEREAS, the Tenant acknowledges and agrees that as of November 1, 2023, it owed the Landlord the sum of \$181,505.08 in unpaid rent and other charges for its use and occupancy of the Properties;

WHEREAS, the Landlord duly served the Tenant with a 14-Day Notice to Quit on October 18, 2023;

WHEREAS, the Tenant continued to use and occupy the Properties at the expiration of the 14-Day Notice to Quit without remitting any payment to the Landlord;

WHEREAS, the Landlord subsequently duly served the Tenant with a Uniform Summary Process Summons & Complaint from Cambridge District Court seeking (i) possession of the Properties, and (ii) all unpaid rent and other charges for Tenant’s use and occupancy of the Properties (the “Summary Process Action”);

WHEREAS, the entry date in the Summary Process Action is November 13, 2023;

WHEREAS, the Parties have expressed their desire to fully and forever resolve the Summary Process Action, including but not limited to all claims and counterclaims that were raised or could have been raised by them in that case, and wish to avoid the costs, expense and uncertainty associated therewith;

NOW, THEREFORE, in consideration of the execution and delivery of this Agreement and in consideration of the foregoing recitals, and the mutual covenants, terms and conditions set forth herein, and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the undersigned Parties hereby mutually agree as follows:

I. TOTAL SETTLEMENT CONSIDERATION:

For a total of \$27,200.00 paid commencing on Wednesday, November 15, 2023, and on each and every successive Monday from then through January 2, 2024¹, Tenant shall remit the sum of Three Thousand, Four Hundred and 00/100 (\$3,400.00) Dollars (the “Weekly Payment”) to Landlord in good and sufficient funds in the form of an ACH, wire transfer, certified check or cashier’s check made payable to “Locatelli Properties, LLC” and shall deliver this payment to Landlord at 67 Leonard Street, Belmont, Massachusetts 02478.

To ensure Tenant’s payment of the Settlement Payment, Tenant agrees to execute herewith an Agreement for Judgment in the Summary Process Action in the amount of \$181,505.08 (the “Agreement for Judgment” attached hereto as Exhibit A), which is to entered in the Summary Process Action upon the Parties execution of this Agreement. The Parties expressly agree that the terms of the aforementioned Agreement for Judgment are specifically incorporated by reference into this Agreement, are legally binding upon them, that the Agreement for Judgment is non-appealable by Tenant, and that Tenant waives the right to seek

¹ Monday, January 1, 2024 being a legal holiday.

any (i) stay the issuance of the execution provided for in the Agreement for Judgment, and/or (ii) change or modification to the Agreement for Judgment. Landlord agrees to hold the execution for possession and money judgment authorized in Agreement for Judgment and issued by the Cambridge District Court in the Summary Process Action in escrow pursuant to the terms of this Agreement until January 8, 2024.

In the event that the Tenant is more than forty-eight (48) hours late in initiating an ACH or wire transfer remitting any one of the Weekly Payments, and absent proof of initiation of payment, then the Parties agree that this shall constitute a material default by the Tenant under the terms of this Agreement and the Landlord shall be immediately authorized to enforce the execution obtained from the Cambridge District Court in the Summary Process Action against the Tenant.

II. RELEASE:

A. Tenant Release

In consideration of mutual covenants and other good and valuable consideration, Tenant, its managers, members, employees, agents, successors, assigns and attorneys (collectively, the "Tenant Side") hereby remises and releases and forever discharges Landlord, its trustees and beneficiaries, as well as Locatelli Properties, LLC, and its managers, members, employees, agents, successors, assigns and attorneys (collectively, the "Landlord Side") of and from all debts, demands, causes of action, suits, accounts, covenants, contracts, torts, agreements, damages, and any claim and all claims, counterclaims, and liabilities whatsoever, of every name and nature, both in law and in equity, known or unknown, which Tenant Side now has or ever had against the Landlord Side from the beginning of time through and including the date of the execution of this Agreement. Tenant acknowledges voluntarily signing this release. This Release

is to take effect as a sealed instrument and to be interpreted under the laws of the Commonwealth of Massachusetts.

III. TIME IS OF THE ESSENCE:

Except for circumstances beyond the control of the Tenant, forty-eight (48) hours late shall constitute a material default under the terms and conditions of this Agreement absent evidence of initiation of transfer. Any payment accepted after a default shall not waive said default, unless specifically stated by Landlord in writing.

V. MISC.:

A. Each term and condition of this Agreement is a material term and condition and all representations made by the parties to induce the other party to enter into this Agreement are material representations.

B. This Agreement shall be construed and governed in accordance with the Laws of the Commonwealth of Massachusetts without regard to conflicts or choice of law principles.

C. Any waiver of any term or condition must be explicit in writing and any such waiver shall not constitute a future waiver of any term or condition of this Agreement. This constitutes an integrated agreement and can only be modified in writing.

D. This Agreement constitutes the full agreement between the parties hereto. No representations, covenants, undertakings, or other prior or contemporaneous agreements, oral or written, respecting this Settlement Agreement shall be deemed to exist or bind any of the parties hereto. This Agreement may be executed in multiple counterparts. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

VI. STATEMENT OF UNDERSTANDING:

This is a legally binding contract. By executing this Agreement, the Parties acknowledge that (a) they were advised by virtue of this part of the Agreement to consult with an attorney regarding the terms of this Agreement; (b) they consulted with, or had sufficient opportunity to consult with, an attorney of their own choosing regarding the terms of this Agreement; (c) they read this Agreement and fully understands the terms of this Agreement and their import; (d) the consideration provided for herein is good, valuable and sufficient; and (e) they are entering into this Agreement voluntarily, of their own free will, and without any coercion, undue influence, threat, or intimidation of any kind.

VII. AUTHORITY:

The Parties hereby acknowledge and expressly warrant and represent for themselves, and for their predecessors, successors, assigns, and legal representatives, as applicable, that they (a) are legally competent and authorized to execute this Agreement; (b) have not assigned, pledged, or otherwise in any manner, sold or transferred, either by instrument in writing or otherwise, any right, title, interest, or claim that they may have by reason of any matter described in this Agreement; (c) have the full right and authority to enter into this Agreement and to consummate the covenants contemplated herein; and (d) will execute and deliver such further documents and undertake such further actions as may reasonably be required to effect any of the agreements and covenants in this t Agreement.

VIII. EXPENSES:

Except as previously stated herein, each party hereunder shall be responsible for their own expenses, including, but not limited to, attorney's fees and any and all other expenses incurred in connection with the preparation of this Agreement.

IX. INTEGRATED AGREEMENT:

A determination that any provision or provisions of the Agreement is invalid, illegal or otherwise unenforceable in any respect in any instance shall not affect the validity, legality or enforceability of any other provision or provisions of the Agreement.

X. COUNTERPARTS & E-MAIL/FACSIMILE SIGNATURE:

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

XI. ACKNOWLEDGMENTS AND REPRESENTATIONS:

The Parties acknowledge that neither this Agreement nor the furnishing of consideration shall be deemed or construed as admissions of liability or unlawful conduct. The Parties acknowledge they are entering into this Agreement voluntarily, that the terms contained herein are the product of good-faith, arm's-length negotiation, that they have consulted with legal counsel of their choice, and that this Agreement is executed as a free act and deed.

XII. ADMISSIBILITY OF AGREEMENT:


The Parties agree that in the event of a breach of this Agreement by either Party, this Agreement is admissible into evidence in any action to enforce this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as a sealed instrument as of the date and year above written, and it shall be binding upon and inure to the

benefit of the heirs, successors and assigns of the Parties hereto. This Agreement shall be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

LANDLORD,
Albert J. Locatelli Realty Trust

TENANT,
Craft Beer Initiative LLC.


Kevin Foley, Trustee, *Not Individually*
L. AS

Kathryn L. Baker, Manager

EXHIBIT A

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

CAMBRIDGE DISTRICT COURT

| | |
|----------------------------------|---|
| _____ |) |
| ALBERT J. LOCATELLI REALTY TRUST |) |
| |) |
| Plaintiff, |) |
| |) |
| v. |) |
| |) |
| CRAFT BEER INITIATIVE LLC, |) |
| |) |
| Defendant. |) |
| _____ |) |

AGREEMENT FOR JUDGMENT

The parties to this action, Plaintiff/Landlord, Albert J. Locatelli Realty Trust ("Plaintiff"), on the one hand, and the Defendant, Craft Beer Initiative LLC ("Defendant"), on the other, agree that the following shall be entered forthwith as an Order of the Court and waive their right to appear before the Court prior to its entry:

1. Judgment for possession of the properties known as and numbered (a) 87 Leonard Street in Belmont, Massachusetts, and (b) 85 & 91-95 Leonard Street in Belmont, Massachusetts (together, the "Properties") in favor of Plaintiff;
2. Judgment for money damages in favor of Plaintiff in the amount of \$181,505.08 in favor of Plaintiff;
3. Execution for (i) possession, and (ii) money damages, shall issue forthwith to Plaintiff and without requiring a motion for same or any further action by the Plaintiff;
4. Nothing in this Agreement shall be taken to, or does in any way, establish a new tenancy between Plaintiff and the Defendant.
5. Upon the Court's issuance of said Execution, the Defendant expressly and unambiguously authorizes Plaintiff to (i) change the locks on the Properties, and (ii) subject to the rights of the secured parties, Plaintiff may take such action as is duly authorized and appropriate pursuant to the General Laws of the Commonwealth of Massachusetts.

6. The Defendant waives the right to seek any (i) stay of this Court's issuance of the Execution provided for in this Agreement for Judgment, or otherwise, and/or (ii) change or modification to this Agreement for Judgment.
7. Both parties waive all rights of appeal and notice, unless otherwise required by Rule 77.

ONCE APPROVED BY THE JUDGE, THIS AGREEMENT BECOMES A COURT ORDER AND BOTH PARTIES ARE LEGALLY REQUIRED TO FOLLOW IT.

THE PARTIES UNDERSTAND THAT THEY HAVE A RIGHT TO A HEARING ON THEIR CASE BEFORE A JUDGE, BUT INSTEAD HAVE CHOSEN TO SIGN THIS AGREEMENT FOR JUDGMENT VOLUNTARILY AND FOR ITS STATED PURPOSE AFTER HAVING A FULL OPPORTUNITY TO CONFER WITH COUNSEL OF THEIR CHOOSING.

Respectfully submitted,

PLAINTIFF,
Albert J. Locatelli Realty Trust,
by its attorney,

DEFENDANT,
Craft Beer Initiative LLC,
by its attorney,

/s/ Matthew J. Dunn
Matthew J. Dunn, Esq. (BBO #654041)
Berluti McLaughlin & Kutchin LLP
44 School Street, 9th Floor
Boston, MA 02108
T: 617- 557-3030
F: 617- 557-2939
mdunn@bmklegal.com

/s/ Nina M. Parker
Nina M. Parker, Esq. (BBO#389990)
David B. Madoff (BBO#552968)
MADOFF & KHOURY LLP
Pine Brook Office Park
124 Washington Street, Suite 202
Foxboro, MA 02035
T: 508-543-0040
F: 508-543-0020
parker@mandkllp.com

EXHIBIT 2

From: Nina Parker <parker@mandkllp.com>
Sent: Wednesday, November 15, 2023 9:22 AM
To: Matthew Dunn <MDunn@bmklegal.com>
Cc: Dave Madoff <madoff@mandkllp.com>
Subject: Updated Settlement and Proof of Payment to Albert J Locatelli Realty Trust

{This email originated from outside your Organization}

Good morning,

Please see the below evidencing the first payment on account of the \$27,200.00 agreed upon amount. I have updated the Settlement Agreement to reflect those few changes. Also, can you please confirm whether or not you filed the Summary Process Complaint?

Nina M. Parker, Esq.
Of Counsel
Madoff & Khoury, LLP
Pine Brook Office Park,
124 Washington Street, Suite 202
Foxboro, MA 02035

8 Winchester Place, Suite 204
Winchester, MA 01890

Phone: 508-543-0040
Direct: 781-729-0005
Fax: 508-543-0020

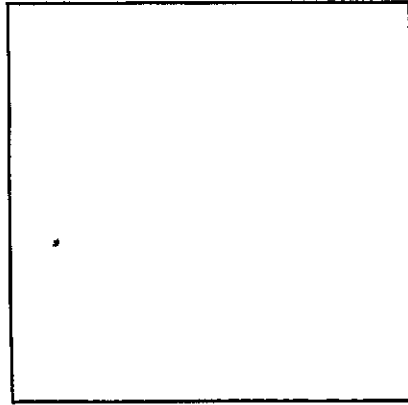
NOTICE: This e-mail may contain confidential or privileged material and is intended for use solely by the above-referenced recipient. Any review, copying, printing, disclosure, distribution, or other use by any other person or entity is strictly prohibited. If you are not the named recipient, or believe you have received this e-mail in error, please immediately notify Madoff & Khoury LLP at (508) 543-0040 or by sending a message to madoff@mandkllp.com and deleting the copy you received. Thank you. For more information about Madoff & Khoury LLP, please visit us at <http://www.madoffkhoury.com>

****Note that suite number must be used for all mailings**

Begin forwarded message:

From: Square Bill Pay <noreply@squareup.com>
Date: November 15, 2023 at 12:37:56 AM EST
To: suzanne@craftbeerinitiative.beer
Subject: Your payment to Albert J Locatelli Realty Trust has been initiated





**Your Square account was debited
\$3,400.00 today**

Payment due on November 15

Payer

Trinktisch

Payment amount

\$3,400.00

Transaction fee

\$0.00

Payment due date

November 15, 2023

Payment initiation date



November 15, 2023

Message

Payment 1 of 8

Square
1955 Broadway, Suite 600
Oakland, CA 94612
(855) 700-6000

© 2023 Block, Inc.
All rights reserved.

Bill token: bpb_26e5a329-201d-44df-b08b-b3382e4a39f3

[Square Privacy Policy](#) | [Security](#) | [Right to refund](#) | [Filing a complaint](#)



EXHIBIT 3

Matthew Dunn

From: Nina Parker <parker@mandkllp.com>
Sent: Friday, November 17, 2023 10:52 AM
To: Matthew Dunn
Cc: Dave Madoff; Steffani Pelton
Subject: Albert J Locatelli Realty Trust

{This email originated from outside your Organization}

Dear Matt,

Yesterday, the IRS placed a levy on the accounts of Craft Beer which they are in the process of seeking to resolve. Accordingly, they are not able to execute the Settlement Agreement with your client at this time. We continue to work towards a resolution, but in the interim, *you are not authorized* to file the Agreement for Judgement. I trust that you will proceed with the Summary Process proceedings and request that you provide us with the Notices issued by the court in connection with the filing of the Complaint on Monday.

My clients are doing their best to work this all out and I will be in touch as soon as possible.

Kind regards,

Nina

Nina M. Parker, Esq.
Of Counsel
Madoff & Khoury, LLP
Pine Brook Office Park,
124 Washington Street, Suite 202
Foxboro, MA 02035

8 Winchester Place, Suite 204
Winchester, MA 01890

Phone: 508-543-0040
Direct: 781-729-0005
Fax: 508-543-0020

NOTICE: This e-mail may contain confidential or privileged material and is intended for use solely by the above-referenced recipient. Any review, copying, printing, disclosure, distribution, or other use by any other person or entity is strictly prohibited. If you are not the named recipient, or believe you have received this e-mail in error, please immediately notify Madoff & Khoury LLP at (508) 543-0040 or by sending a message to madoff@mandkllp.com and deleting the copy you received. Thank you. For more information about Madoff & Khoury LLP, please visit us at <http://www.madoffkhoury.com>

****Note that suite number must be used for all mailings**



From: Matthew Dunn <MDunn@bmklegal.com>
Sent: Friday, November 17, 2023 10:12 AM
To: Nina Parker <parker@mandkllp.com>
Cc: Dave Madoff <madoff@mandkllp.com>
Subject: RE: Updated Settlement and Proof of Payment to Albert J Locatelli Realty Trust

Nina/Dave:

Good morning. I am just following up on my email below. Please send over your client's signature on the settlement agreement. Thank you.

Matt

Matthew J. Dunn | Partner
Berluti McLaughlin & Kutchin LLP | 44 School Street, Boston, MA 02108
mdunn@bmklegal.com | Main: (617) 557-3030 | Direct Dial: (781) 374-7393 | Fax: (617) 557-2939 | www.bmklegal.com

To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including all attachments), is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any transaction or other matter addressed herein. The information in this e-mail is confidential and may be legally privileged. If you are not the intended recipient, you must not read, use or disseminate the information. If you received this in error, please contact the sender and delete the material from any computer. Although this e-mail and any attachments are believed to be free of any virus or other defect that might affect any computer system into which it is opened, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by Berluti McLaughlin & Kutchin LLP for any loss or damage arising in any way from its use.

From: Matthew Dunn
Sent: Thursday, November 16, 2023 10:37 AM
To: Nina Parker <parker@mandkllp.com>
Cc: Dave Madoff <madoff@mandkllp.com>
Subject: RE: Updated Settlement and Proof of Payment to Albert J Locatelli Realty Trust

Nina/David:

Attached, please find a copy of the settlement agreement with my client's signature affixed along with the Agreement for Judgment (Exhibit A) on which I have affixed my e-signature and Nina's e-signature. Kindly forward a copy with your client's signature affixed. Thank you.

Matt

Matthew J. Dunn | Partner
Berluti McLaughlin & Kutchin LLP | 44 School Street, Boston, MA 02108
mdunn@bmklegal.com | Main: (617) 557-3030 | Direct Dial: (781) 374-7393 | Fax: (617) 557-2939 | www.bmklegal.com

To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including all attachments), is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any transaction or other matter addressed herein. The information in this e-mail is confidential and may be legally privileged. If you are not the intended recipient, you must not read, use or disseminate the information. If you received this in error, please contact the sender and delete the material from any computer. Although this e-mail and any attachments are believed to be free of any virus or other defect that might affect any computer system into which it is opened, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by Berluti McLaughlin & Kutchin LLP for any loss or damage arising in any way from its use.



EXHIBIT A

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

CAMBRIDGE DISTRICT COURT

_____)
 Albert J. Locatelli Realty Trust,)
)
 Plaintiff/Landlord,)
)
 v.)
)
 Craft Beer Initiative LLC,)
)
 Defendant/Tenant.)
 _____)

Docket No.: 2352SU000165

[PROPOSED] ORDER TO ENFORCE SETTLEMENT AGREEMENT

After a hearing and its review of the evidence submitted in Plaintiff’s Motion to Enforce Settlement Agreement, it is hereby ordered as follows:

1. The Defendant/Tenant, Craft Beer Initiative LLC (“Defendant” or “Craft Beer”), is to counter-sign the Settlement Agreement attached as Exhibit 1 to Plaintiff/Landlord, Albert J. Locatelli Realty Trust’s, Motion to Enforce Settlement and return said Agreement to Plaintiff’s counsel within three (3) days of the issuance of this Order;
2. The parties’ Agreement for Judgment, which is attached to said Agreement as Exhibit A, shall be forth entered as an Order of this Court;
3. Judgment for Possession of the properties known as and numbered (a) 87 Leonard Street in Belmont, Massachusetts, and (b) 85 & 91-95 Leonard Street in Belmont, Massachusetts shall forthwith enter for Plaintiff;
4. Judgment for Money Damages in favor of Plaintiff in the amount of \$181,505.08 shall forthwith enter for Plaintiff;
5. Execution for (a) possession, and (b) money damages shall forthwith enter for Plaintiff, with all rights of appeal and right to seek a stay waived; and
6. The Defendant shall pay Plaintiff’s cost and reasonable attorney’s fees in the amount of \$ _____ within three (3) days of the issuance of this Order.

SO ORDERED,

Associate Justice of the
Cambridge District Court

**COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
SUMMARY PROCESS ANSWER
(Trial Date To Be Determined)**

MIDDLESEX, ss.

DISTRICT COURT DEPARTMENT
CAMBRIDGE DIVISION

SUMMARY PROCESS ACTION
DOCKET NO. 2352 SU 000165

ALBERT J. LOCATELLI REALTY TRUST
Plaintiff - Landlord

v.

CRAFT BEER INITIATIVE LLC
Defendant - Tenant

ANSWER TO COMPLAINT

Defendant/Tenant Craft Beer Initiative LLC (the "Tenant") hereby responds to the Summary Process Complaint filed by Plaintiff/Landlord Albert J. Locatelli Realty Trust (the "Landlord") as follows:

1. Tenant admits that it occupies the premises at 85 Leonard Street, Belmont, MA, 87 Leonard Street, Belmont, MA and 91-95 Leonard Street, Belmont, MA (the "Leased Premises").
2. Tenant denies that it was given proper notice of Landlord's intention to terminate Tenant's tenancy at the Premises as required by the parties' lease agreement and/or as otherwise required by law.
3. Tenant denies that the amount asserted by Landlord is the amount owed.

AFFIRMATIVE DEFENSES

First Affirmative Defense

The Plaintiff's Complaint fails to state a claim upon which relief may be granted.

Second Affirmative Defense

The Plaintiff's claim is barred by the doctrines of waiver and estoppel.

Third Affirmative Defense

The Plaintiff's claim is barred by breach of the duty to mitigate its damages.

Dated: November 20, 2023

CRAFT BEER INITIATIVE LLC

By its attorneys,

/s/ Steffani M. Pelton

Nina M. Parker (BBO#389990)

David B. Madoff (BBO#552968)

Steffani M. Pelton (BBO#666470)

MADOFF & KHOURY LLP

124 Washington St., Suite 202

Foxborough, MA 02035

(508) 543-0040

pelton@mandkllp.com

Certificate of Service

The undersigned hereby certifies that on November 20, 2023, she caused a copy of the foregoing Answer to be served by email upon counsel for the Plaintiff as follows:

Matthew J. Dunn, Esq.
Berluti McLaughlin & Kutchin LLP
44 School Street, 9th Floor
Boston, MA 02108
mdunn@bmklegal.com

/s/ Steffani M. Pelton
Steffani M. Pelton (BBO#666470)

District Court Department

Division: Cambridge District Court

Address: (781)306-2732

Telephone Number: (781)306-2732

Hours of Operations: 8:30am - 4:30pm

For Court Use Only:

Docket No: 2352SU0165

**Commonwealth of Massachusetts
SUMMARY PROCESS (EVICTION) SUMMONS AND COMPLAINT**

IMPORTANT: NOTICE OF A COURT CASE TO EVICT YOU - PLEASE READ IT CAREFULLY
IMPORTANTE: ESTA ES UNA NOTIFICACION DE UN CASO EN CORTE RESPETO A
PROCEDIMIENTOS DE DESALOJO. POR FAVOR DE LEER CON CUIDADO

TO: DEFENDANT(S)/TENANT(S)/OCCUPANT(S): Craft Beer Initiative LLC
ADDRESS: 87 Leonard Street CITY/TOWN: Belmont ZIP: 02478
EMAIL: kat@craftbeercellar.com TELEPHONE: (617) 932-1885

THE COURT WILL SEND YOU A NOTICE OF THE DATE, TIME, AND MANNER OF YOUR COURT EVENT.

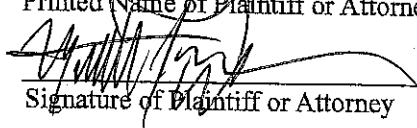
You are hereby summonsed to appear at a hearing before a Judge of the Court to defend against the complaint of:
PLAINTIFF/LANDLORD/LESSOR/OWNER:

Albert J. Locatelli Realty Trust c/o Locatelli Properties, LLC
of STREET: 67 Leonard Street CITY/TOWN: Belmont ZIP: 02478

that you occupy the premises at 87 Leonard Street and 85 & 91-95 Leonard Street in Belmont, MA
being within the judicial district of this Court, unlawfully and against the right of said Plaintiff/Landlord/Owner
because: Defendant/Tenant 85 & 91-95 Leonard Street in Belmont has failed and refused to pay
rent owed to Plaintiff/Landlord and refused to vacate after receipt of 14 Day Notice to Quit.
and further, that \$ 181,505.08 rent is owed according to the following account:

ACCOUNT ANNEXED (itemize)

- See attached 14-Day Notice to Quit (Exhibit A)
- See attached account of Unpaid Rent (Exhibit B)

Matthew J. Dunn, Esq.
Printed Name of Plaintiff or Attorney

Signature of Plaintiff or Attorney

44 School Street, 9th Fl., Boston, MA
Address of Plaintiff or Attorney

mdunn@bmklegal.com
Email of Plaintiff or Attorney
(617) 557-3030
Telephone Number

CAMBRIDGE DISTRICT COURT
CLERK OFFICE
NOV 13 2023
BBO# 654041

NOTICE TO EACH DEFENDANT/TENANT/OCCUPANT
If you do not file and serve an answer, or if you do not defend at the time of the trial, Judgment may be entered against you for possession and the rent as requested in the complaint. Please see the Notice to Defendant section on the back side of this page.

FOR INFORMATION ABOUT EMERGENCY RENTAL AND MORTGAGE ASSISTANCE:
Please visit: www.mass.gov/CovidHousingHelp or call 211 for assistance.

To the Sheriff of our several counties, or their Deputies, or any constable of any City or Town within said Commonwealth, Greetings: We command you to summon the within named defendant(s)/tenant(s)/occupant(s) to appear as herein ordered.

WITNESS:
/s/ David E. Frank
First Justice
/s/ Sharon S. Casey
Clerk Magistrate

Service by: November 6, 2023
Entry Date by: November 13, 2023
Trial Date: To Be Determined by the Court

Important! Traducir! Emportan! Tradua! Quan Trong! Dich!

IMPORTANT NOTICE TO PLAINTIFF/LANDLORD/LESSOR/OWNER: Have the Officer complete and return the below return notice. Service must be made on each defendant(s) not later than the seventh day and not earlier than the thirtieth day before the Monday entry date. This form must be filed in Court no later than the close of business on the scheduled Monday entry date. In appropriate cases, proper evidence of notice to quit must be provided to this Court upon the filing of this Complaint. A P.O. box will not be accepted as an address for the Plaintiff

Officer's Return

Middlesex, ss

Date: November 3, 2023

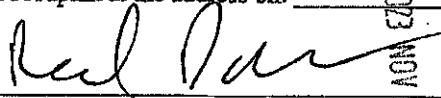
City/Town: Belmont

By virtue of this Writ, I this day served the within-named each defendant/tenant/occupant, and summonsed him/her as herein directed, by giving in hand to Kathryn L. Baker, Manager of Craft Beer Initiative, LLC. Service made at 87 Leonard Street, Belmont, MA or leaving it at the last and usual place of abode at

A copy of this summons was mailed first class to each defendant/tenant/occupant at the address on:

Fees for Service

| | |
|--------------|-----------------|
| Service | \$ 65.00 |
| Copy/Attest | \$ |
| Travel | \$ |
| Use of Car | \$ |
| Mailing | \$ |
| TOTAL | \$ 65.00 |


 Signature of Officer
 Richard Picceri, Constable
 Printed Name of Officer
 7 Cabot Place, Stoughton, MA
 Address of Officer
 781 344 0411
 Telephone Number of Officer

2023 NOV 13 P 3:23
 CANBRIDGE DISTRICT COURT
 CLERK'S OFFICE

IMPORTANT NOTICE TO EACH DEFENDANT/TENANT/OCCUPANT: When this case is filed with the Court, the Court will send a notice with the date, time, and how the court event will be conducted. If you do not receive a notice, please contact the Court's Clerk's Office at (781)306-2732

You (or your attorney) must participate in all Court events to present your defense. You (or your attorney) must also file a written Answer to this Complaint. An Answer is your response stating the reason(s) why you should not be evicted and may include any claims you have against the Plaintiff.

You must file (e-file, deliver or mail) your Answer with the Court's Clerk's Office and serve (deliver or mail) a copy on the Plaintiff (or Plaintiff's attorney) at the address shown in this summons. The Court's notice about the court event will also include the deadline by which the Answer must be received by the Court's Clerk's Office and received by the Plaintiff (or the Plaintiff's Attorney).

Exhibit A

CAMBRIDGE DISTRICT COURT
CLERK'S OFFICE

2023 NOV 13 P 3: 23

MATTHEW J. DUNN
MDUNN@BMKLEGAL.COM

October 18, 2023

**SERVED VIA CONSTABLE
AND FIRST-CLASS MAIL**

Kathryn L. Baker, Manager
Craft Beer Initiative LLC
87 Leonard Street
Belmont, MA 02478

**FOURTEEN (14) DAY NOTICE TO QUIT
PURSUANT TO M.G.L. c. 186, § 12.**

Dear Ms. Baker:

Please be advised that this office represents your landlord, Albert J. Locatelli Realty Trust (the "Landlord"). You are hereby notified to quit and deliver up to the Landlord within fourteen (14) days (i.e. no later than 11:59 p.m. on November 1, 2023) the properties known as and numbered (a) 87 Leonard Street in Belmont, Massachusetts, and (b) 85 & 91-93 Leonard Street in Belmont, Massachusetts (together, the "Properties"), which you presently occupy d/b/a Craft Beer Cellar and Trinktisch, respectively.

The reasons why your tenancy-at-will at the Properties is being terminated is because you have failed to pay the Landlord the full amount of rent and other charges that are due and owing to it. As of the date of this letter, the amount of your arrearage balance is \$175,505.08. However, as penalties, interest, attorney's fees, costs and other charges have accrued on that sum, you are directed to contact this office at (617) 557-3030 at your earliest convenience to find out the exact amount you need to pay.

Please be advised that if you remain on the Properties after November 1, 2023, then the full force of the law shall be employed to evict you. That is, your Landlord will initiate a summary process action against you in Cambridge District Court, whereupon you may appear along with the landlord and the Court will decide the matter regarding such action for eviction.

Pursuant to M.G.L. c. 186, § 12, you are advised that if you have not received a notice to quit for nonpayment of rent within the last twelve months, you have a right to prevent termination of your tenancy by paying or tendering to your Landlord, your Landlord's attorney or the person to whom you customarily pay your rent the full amount of rent due within ten (10) days after your receipt of this notice.

CAMBRIDGE DISTRICT COURT
CLERKS OFFICE
2023 NOV 13 P 3:24

Notice to Quit

Craft Beer Initiative LLC

d/b/a Craft Beer Cellar and Trinktsch

Attn: Kathryn L. Baker, Manager

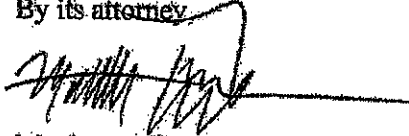
Re: 87 Leonard Street and 85 & 91-93 Leonard Street

Belmont, Massachusetts

Page 2 of 2

Albert J. Locatelli Realty Trust,

By its attorney

A handwritten signature in black ink, appearing to read "Matthew J. Dunn", is written over a horizontal line.

Matthew J. Dunn

MJD

Cc: client (via email)

ALL STATE CONSTABLES, INC.

7 Cabot Place, Suite 3
Stoughton, MA 02072
(781) 344-0411 (Telephone)
(781) 344-5400 (Fax)

Adam@allstateconstables.com (Email)

Albert J. Locatelli Realty Trust v. Kathryn L. Baker, Manager, Craft Beer Initiative, LLC

RETURN OF SERVICE

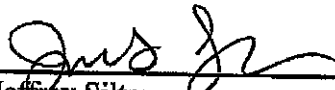
I did this date, October 18, 2023; serve a true attested copy of the following:

- Fourteen Day Notice to Quit

By Delivering In Hand To: Susan, Person in Charge Authorized to Accept on Behalf of Kathryn L. Baker, Manager, Craft Beer Initiative, LLC

Service was made at: 87 Leonard Street
Belmont, MA 02478

Signed under the pains and penalties of perjury this 19th day of October, 2023



Jeffrey Sifton,
Constable and Disinterested Person

Exhibit B

ALBERT J. LOCATELLI REALTY TRUST (BELMONT)
 CRAFT BEER (TRINKTISCH) 85 & 91-95 LEONARD STREET
 CHARGE AND PAYMENTS
 PER THE LEASE & 2 AMENDMENTS

file: belmont\craft20:

| | | <u>CHARGES</u> | <u>PAYMENTS</u> | <u>BALANCE</u> |
|------------|---------------|----------------|-----------------|----------------|
| | BEGIN BALANCE | | | - |
| 8/1/2020 | SEC DEP CHRG | 1,320.00 | | 1,320.00 |
| 8/3/2020 | CK#3638 | | 1,320.00 | - |
| 9/1/2020 | SEC DEP CHRG | 1,320.00 | | 1,320.00 |
| 9/1/2020 | CK#3665 | | 1,320.00 | - |
| 10/1/2020 | SEC DEP CHRG | 1,320.00 | | 1,320.00 |
| 10/8/2020 | CK#3772 | | 1,320.00 | - |
| 11/1/2020 | SEC DEP CHRG | 1,320.00 | | 1,320.00 |
| 11/12/2020 | CK#3831 | | 1,320.00 | - |
| 12/1/2020 | SEC DEP CHRG | 1,320.00 | | 1,320.00 |
| 1/1/2021 | SEC DEP CHRG | 1,320.00 | | 2,640.00 |
| 1/22/2021 | CK#3953 | | 2,640.00 | - |
| 2/1/2021 | SEC DEP CHRG | 1,320.00 | | 1,320.00 |
| 3/1/2021 | SEC DEP CHRG | 1,320.00 | | 2,640.00 |
| 3/22/2021 | CK#4026 | | 1,320.00 | 1,320.00 |
| 4/1/2021 | SEC DEP CHRG | 1,320.00 | | 2,640.00 |
| 5/1/2021 | SEC DEP CHRG | 1,320.00 | | 3,960.00 |
| 6/1/2021 | SEC DEP CHRG | 1,320.00 | | 5,280.00 |
| 7/1/2020 | SEC DEP CHRG | 1,320.00 | | 6,600.00 |
| 12/9/2021 | WATER/SEWER | 1,132.74 | | 7,732.74 |
| 1/1/2022 | BASE RENT | 6,000.00 | | 13,732.74 |
| 1/13/2022 | CK#28483 | | 6,000.00 | 7,732.74 |
| 2/1/2022 | BASE RENT | 6,000.00 | | 13,732.74 |
| 3/1/2022 | BASE RENT | 6,000.00 | | 19,732.74 |
| 3/8/2022 | WATER/SEWER | 1,288.98 | | 21,021.72 |
| 4/1/2022 | BASE RENT | 6,000.00 | | 27,021.72 |
| 5/1/2022 | BASE RENT | 6,000.00 | | 33,021.72 |
| 6/1/2022 | BASE RENT | 6,000.00 | | 39,021.72 |
| 6/3/2022 | WATER/SEWER | 1,894.41 | | 40,916.13 |
| 7/1/2022 | BASE RENT | 6,000.00 | | 46,916.13 |
| 8/1/2022 | BASE RENT | 8,000.00 | | 54,916.13 |
| 9/1/2022 | BASE RENT | 8,000.00 | | 62,916.13 |
| 9/7/2022 | WATER/SEWER | 2,206.89 | | 65,123.02 |
| 10/1/2022 | BASE RENT | 8,000.00 | | 73,123.02 |
| 11/1/2022 | BASE RENT | 8,000.00 | | 81,123.02 |
| 12/1/2022 | BASE RENT | 8,000.00 | | 89,123.02 |
| 12/7/2022 | WATER/SEWER | 2,161.38 | | 91,284.40 |
| 1/1/2023 | BASE RENT | 8,000.00 | | 99,284.40 |
| 1/17/2023 | WIRE IN | | 500.00 | 98,784.40 |
| 1/17/2023 | WIRE IN | | 500.00 | 98,284.40 |
| 1/20/2023 | WIRE IN | | 500.00 | 97,784.40 |

| | | | | |
|-----------|-----------------|-----------|-----------|-------------------|
| 2/1/2023 | BASE RENT | 8,000.00 | | 105,784.40 |
| 2/3/2023 | WIRE IN | | 500.00 | 105,284.40 |
| 2/22/2023 | WIRE IN | | 500.00 | 104,784.40 |
| 2/23/2023 | WIRE IN | | 500.00 | 104,284.40 |
| 3/1/2023 | BASE RENT | 8,000.00 | | 112,284.40 |
| 3/1/2023 | WIRE IN | | 500.00 | 111,784.40 |
| 3/6/2023 | WATER/SEWER | 2.14 | | 111,786.54 |
| 3/6/2023 | WATER/SEWER | 1,933.47 | | 113,720.01 |
| 4/1/2023 | BASE RENT | 8,000.00 | | 121,720.01 |
| 4/4/2023 | CK#4663 | | 500.00 | 121,220.01 |
| 4/14/2023 | CK#4669 | | 500.00 | 120,720.01 |
| 4/19/2023 | BOUNCE CK#4669 | | (500.00) | 121,220.01 |
| 4/21/2023 | CK#4678 | | 500.00 | 120,720.01 |
| 4/26/2023 | BOUNCE CK#4678 | | (500.00) | 121,220.01 |
| 4/28/2023 | CK#4681 | | 500.00 | 120,720.01 |
| 4/28/2023 | CK#4682 | | 500.00 | 120,220.01 |
| 5/1/2023 | BASE RENT | 8,000.00 | | 128,220.01 |
| 5/3/2023 | BOUNCE CK#4681 | | (500.00) | 128,720.01 |
| 5/3/2023 | BOUNCE CK#4682 | | (500.00) | 129,220.01 |
| 5/5/2023 | CK#4669 | | 500.00 | 128,720.01 |
| 5/12/2023 | CK#4678 | | 500.00 | 128,220.01 |
| 5/18/2023 | SEC DEP TAKEN | | 15,840.00 | 112,380.01 |
| 5/18/2023 | 50% SIGNAGE COS | 13,204.06 | | 125,584.07 |
| 5/19/2023 | CK#4681 | | 500.00 | 125,084.07 |
| 5/25/2023 | WIRE IN | | 1,501.00 | 123,583.07 |
| 5/31/2023 | WIRE IN | | 1,501.00 | 122,082.07 |
| 6/1/2023 | BASE RENT | 6,004.00 | | 128,086.07 |
| 6/6/2023 | WATER/SEWER | 2.53 | | 128,088.60 |
| 6/6/2023 | WATER/SEWER | 1,992.06 | | 130,080.66 |
| 6/9/2023 | WIRE IN | | 1,501.00 | 128,579.66 |
| 6/16/2023 | WIRE IN | | 1,501.00 | 127,078.66 |
| 6/23/2023 | WIRE IN | | 1,501.00 | 125,577.66 |
| 6/30/2023 | WIRE IN | | 1,501.00 | 124,076.66 |
| 7/1/2023 | BASE RENT | 6,004.00 | | 130,080.66 |
| 7/10/2023 | WIRE IN | | 1,501.00 | 128,579.66 |
| 7/17/2023 | WIRE IN | | 1,501.00 | 127,078.66 |
| 7/24/2023 | WIRE IN | | 1,501.00 | 125,577.66 |
| 8/1/2023 | BASE RENT | 6,004.00 | | 131,581.66 |
| 8/2/2023 | WIRE IN | | 1,501.00 | 130,080.66 |
| 8/7/2023 | WIRE IN | | 1,501.00 | 128,579.66 |
| 8/16/2023 | WIRE IN | | 1,501.00 | 127,078.66 |
| 8/28/2023 | WIRE IN | | 1,501.01 | 125,577.65 |
| 9/1/2023 | BASE RENT | 7,505.00 | | 133,082.65 |
| 9/7/2023 | WATER/SEWER | 2.14 | | 133,084.79 |
| 9/7/2023 | WATER/SEWER | 1,777.23 | | 134,862.02 |
| 10/1/2023 | BASE RENT | 6,004.00 | | 140,866.02 |

ALBERT J. LOCATELLI REALTY TRUST (BELMONT)
 CRAFT BEER (BOTTLE SHOP) 87 LEONARD STREET
 CHARGE AND PAYMENTS
 PER THE LEASE & 1ST AMENDMENT

file: belmont\craft20;

| <u>DATE</u> | <u>DESCRIPTION</u> | <u>CHARGES</u> | <u>PAYMENTS</u> | <u>BALANCE</u> |
|-------------|--------------------|----------------|-----------------|----------------|
| | BEGIN BALANCE | | | - |
| 11/1/2019 | SEC DEP CHRG | 2,675.00 | | 2,675.00 |
| 6/17/2020 | DK#3537 | | 2,675.00 | - |
| 11/1/2020 | RENT | 6,645.00 | | 6,645.00 |
| 11/12/2020 | CK#3830 | | 8,990.00 | (2,345.00) |
| 12/1/2020 | RENT | 6,645.00 | | 4,300.00 |
| 12/1/2020 | CK#3873 | | 6,080.00 | (1,780.00) |
| 1/1/2021 | RENT | 6,645.00 | | 4,865.00 |
| 1/22/2021 | CK#3959 | | 7,585.77 | (2,720.77) |
| 1/22/2021 | RENT | 50.77 | | (2,670.00) |
| 1/28/2021 | BOUNCED CK#7539 | | (7,585.77) | 4,915.77 |
| 2/1/2021 | RENT | 6,645.00 | | 11,560.77 |
| 2/12/2021 | CK#3959 | | 7,585.77 | 3,975.00 |
| 2/22/2021 | CK#4026 | | 8,855.00 | (4,880.00) |
| 3/1/2021 | RENT | 6,645.00 | | 1,765.00 |
| 3/22/2021 | ELECTRIC | 4,060.39 | | 5,825.39 |
| 3/22/2021 | CK#4068 | | 1,624.15 | 4,201.24 |
| 3/22/2021 | CK#4026 TRAN TO 91 | | (1,320.00) | 5,521.24 |
| 4/1/2021 | RENT | 6,645.00 | | 12,166.24 |
| 4/5/2021 | CK#4096 | | 6,215.00 | 5,951.24 |
| 5/1/2021 | RENT | 6,645.00 | | 12,596.24 |
| 5/1/2021 | SEC DEP CHRG | 6,970.00 | | 19,566.24 |
| 5/3/2021 | CK#4201 | | 6,000.00 | 13,566.24 |
| 5/10/2021 | CK#4225 | | 5,291.24 | 8,275.00 |
| 6/1/2021 | RENT | 6,645.00 | | 14,920.00 |
| 6/14/2021 | CK#4349 | | 2,500.00 | 12,420.00 |
| 7/1/2021 | RENT | 6,645.00 | | 19,065.00 |
| 8/1/2021 | RENT | 6,645.00 | | 25,710.00 |
| 9/1/2021 | RENT | 6,645.00 | | 32,355.00 |
| 9/9/2021 | WATER/SEWER | 1,171.80 | | 33,526.80 |
| 9/20/2021 | CK#4395 | | 50,851.80 | (17,325.00) |
| 10/1/2021 | RENT | 6,645.00 | | (10,680.00) |
| 11/1/2021 | RENT | 6,645.00 | | (4,035.00) |
| 11/1/2021 | CK#4406 | | 7,535.00 | (11,570.00) |
| 12/1/2021 | RENT | 6,645.00 | | (4,925.00) |
| 1/1/2022 | RENT | 6,645.00 | | 1,720.00 |
| 1/4/2022 | CK#45979 | | 7,535.00 | (5,815.00) |
| 1/4/2022 | CK#83564 | | 7,535.00 | (13,350.00) |
| 2/1/2022 | RENT | 6,645.00 | | (6,705.00) |

| | | | | |
|------------|------------------|----------|------------|-----------|
| 3/1/2022 | RENT | 7,155.00 | | 450.00 |
| 4/1/2022 | RENT | 7,155.00 | | 7,605.00 |
| 5/1/2022 | RENT | 7,155.00 | | 14,760.00 |
| 5/1/2022 | SEC DEP CHRG | 6,970.00 | | 21,730.00 |
| 5/26/2022 | WIRE IN | | 2,600.00 | 19,130.00 |
| 6/1/2022 | RENT | 7,155.00 | | 26,285.00 |
| 6/1/2022 | CK#68680 | | 2,600.00 | 23,685.00 |
| 6/3/2022 | BOUNCED CK#68680 | | (2,600.00) | 26,285.00 |
| 6/7/2022 | CK#36961 | | 2,600.00 | 23,685.00 |
| 6/10/2022 | BOUNCED CK#36961 | | (2,600.00) | 26,285.00 |
| 6/14/2022 | CK#12806 | | 2,600.00 | 23,685.00 |
| 6/17/2022 | BOUNCED CK#12806 | | (2,600.00) | 26,285.00 |
| 6/21/2022 | CK#74629 | | 2,600.00 | 23,685.00 |
| 6/30/2022 | WIRE IN | | 2,600.00 | 21,085.00 |
| 7/1/2022 | RENT | 7,155.00 | | 28,240.00 |
| 7/1/2022 | CK#57646 | | 2,600.00 | 25,640.00 |
| 7/7/2022 | CK#16058 | | 2,600.00 | 23,040.00 |
| 7/13/2022 | CK#91183 | | 2,600.00 | 20,440.00 |
| 7/18/2022 | BOUNCED CK#91183 | | (2,600.00) | 23,040.00 |
| 7/26/2022 | CK#47018 | | 2,600.00 | 20,440.00 |
| 7/29/2022 | BOUNCED CK#47018 | | (2,600.00) | 23,040.00 |
| 8/1/2022 | RENT | 7,155.00 | | 30,195.00 |
| 8/2/2022 | CK#08655 | | 2,600.00 | 27,595.00 |
| 8/5/2022 | BOUNCED CK#08655 | | (2,600.00) | 30,195.00 |
| 8/10/2022 | CK#73370 | | 2,600.00 | 27,595.00 |
| 8/16/2022 | CK#40283 | | 2,600.00 | 24,995.00 |
| 8/23/2022 | CK#02676 | | 2,600.00 | 22,395.00 |
| 9/1/2022 | RENT | 7,155.00 | | 29,550.00 |
| 9/1/2022 | CK#67371 | | 2,600.00 | 26,950.00 |
| 9/7/2022 | BOUNCED CK#67371 | | (2,600.00) | 29,550.00 |
| 9/15/2022 | WIRE IN | | 2,500.00 | 27,050.00 |
| 9/22/2022 | WIRE IN | | 2,500.00 | 24,550.00 |
| 9/30/2022 | WIRE IN | | 2,500.00 | 22,050.00 |
| 10/1/2022 | RENT | 7,155.00 | | 29,205.00 |
| 10/7/2022 | TRANS IN | | 2,500.00 | 26,705.00 |
| 10/14/2022 | TRANS IN | | 2,500.00 | 24,205.00 |
| 10/21/2022 | TRANS IN | | 2,500.00 | 21,705.00 |
| 10/31/2022 | TRANS IN | | 2,500.00 | 19,205.00 |
| 11/1/2022 | RENT | 7,155.00 | | 26,360.00 |
| 11/4/2022 | TRANS IN | | 2,500.00 | 23,860.00 |
| 11/14/2022 | TRANS IN | | 2,500.00 | 21,360.00 |
| 11/18/2022 | TRANS IN | | 2,500.00 | 18,860.00 |
| 11/25/2022 | TRANS IN | | 2,500.00 | 16,360.00 |
| 12/1/2022 | RENT | 7,155.00 | | 23,515.00 |
| 12/2/2022 | WIRE IN | | 2,500.00 | 21,015.00 |
| 12/9/2022 | WIRE IN | | 2,500.00 | 18,515.00 |
| 12/16/2022 | WIRE IN | | 2,500.00 | 16,015.00 |
| 12/23/2022 | WIRE IN | | 2,500.00 | 13,515.00 |

| | | | | |
|------------|-----------------|-----------|------------|-----------|
| 12/30/2022 | WIRE IN | | 2,500.00 | 11,015.00 |
| 1/1/2023 | RENT | 7,155.00 | | 18,170.00 |
| 1/6/2023 | WIRE IN | | 2,500.00 | 15,670.00 |
| 1/17/2023 | WIRE IN | | 2,000.00 | 13,670.00 |
| 1/17/2023 | WIRE IN | | 2,000.00 | 11,670.00 |
| 1/17/2023 | BOUNCED WIRE IN | | (2,000.00) | 13,670.00 |
| 1/20/2023 | WIRE IN | | 2,000.00 | 11,670.00 |
| 2/1/2023 | RENT | 7,155.00 | | 18,825.00 |
| 2/2/2023 | WIRE IN | | 2,000.00 | 16,825.00 |
| 2/15/2023 | WIRE IN | | 2,000.00 | 14,825.00 |
| 3/1/2023 | RENT | 7,495.00 | | 22,320.00 |
| 4/1/2023 | RENT | 7,495.00 | | 29,815.00 |
| 4/4/2023 | CK#4663 | | 2,000.00 | 27,815.00 |
| 4/14/2023 | CK#4669 | | 2,000.00 | 25,815.00 |
| 4/19/2023 | BOUNCED CK#4669 | | (2,000.00) | 27,815.00 |
| 4/21/2023 | CK#4678 | | 2,000.00 | 25,815.00 |
| 4/26/2023 | BOUNCED CK#4678 | | (2,000.00) | 27,815.00 |
| 4/28/2023 | CK#4681 | | 2,000.00 | 25,815.00 |
| 4/28/2023 | CK#4682 | | 2,000.00 | 23,815.00 |
| 5/1/2023 | RENT | 7,495.00 | | 31,310.00 |
| 5/3/2023 | BOUNCED CK#4681 | | (2,000.00) | 33,310.00 |
| 5/3/2023 | BOUNCED CK#4682 | | (2,000.00) | 35,310.00 |
| 5/5/2023 | CK#4669 | | 2,000.00 | 33,310.00 |
| 5/12/2023 | CK#4678 | | 2,000.00 | 31,310.00 |
| 5/18/2023 | SEC DEP TAKEN | | 16,615.00 | 14,695.00 |
| 5/18/2023 | 50% SIGNAGE COS | 13,204.06 | | 27,899.06 |
| 5/19/2023 | CK#4681 | | 2,000.00 | 25,899.06 |
| 5/25/2023 | WIRE IN | | 1,499.00 | 24,400.06 |
| 5/31/2023 | WIRE IN | | 1,499.00 | 22,901.06 |
| 6/1/2023 | RENT | 5,996.00 | | 28,897.06 |
| 6/9/2023 | WIRE IN | | 1,499.00 | 27,398.06 |
| 6/16/2023 | WIRE IN | | 1,499.00 | 25,899.06 |
| 6/26/2023 | WIRE IN | | 1,499.00 | 24,400.06 |
| 6/27/2023 | WIRE IN | | 294.87 | 24,105.19 |
| 6/27/2023 | WIRE IN | | 282.57 | 23,822.62 |
| 7/1/2023 | RENT | 5,996.00 | | 29,818.62 |
| 7/3/2023 | WIRE IN | | 921.56 | 28,897.06 |
| 7/10/2023 | WIRE IN | | 1,499.00 | 27,398.06 |
| 7/17/2023 | WIRE IN | | 1,499.00 | 25,899.06 |
| 7/24/2023 | WIRE IN | | 1,499.00 | 24,400.06 |
| 8/1/2023 | RENT | 5,996.00 | | 30,396.06 |
| 8/7/2023 | WIRE IN | | 1,499.00 | 28,897.06 |
| 8/8/2023 | WIRE IN | | 250.00 | 28,647.06 |
| 8/28/2023 | WIRE IN | | 1,499.00 | 27,148.06 |
| 9/1/2023 | RENT | 7,495.00 | | 34,643.06 |
| 10/1/2023 | RENT | 5,996.00 | | 40,639.06 |

MATTHEW J. DUNN
MDUNN@BMKLEGAL.COM

November 13, 2023

VIA HAND DELIVERY:

Cambridge District Court
Civil Clerk's Office
4040 Mystic Valley Parkway
Medford, MA 02155

Re: Albert J. Locatelli Realty Trust v. Craft Beer Initiative LLC
Docket No. TBD (Cambridge District Court)

Dear Sir/Madam:

Enclosed for filing please find the original Uniform Summary Process Summons & Complaint with the Return of Service on the Tenant/Defendant, Craft Beer Initiative LLC, along with a check for the filing fee made payable to the Commonwealth of Massachusetts for \$195.00.

Kindly enter this action today. Thank you for your attention to this matter.

Very truly yours,

/s/ Matthew J. Dunn
Matthew J. Dunn

MJD/vw

Enc.

Cc: client w/encl. (via email)
Nina M. Parker, Esq. w/encl. (via email)

CAMBRIDGE DISTRICT COURT
CLERK'S OFFICE
2023 NOV 13 P 3: 22