



TOWN OF ACTON
472 Main Street
Acton, Massachusetts, 01720
Telephone (978) 929-6611
Fax (978) 929-6350

Board of Selectmen

**LEGAL NOTICE
TOWN OF ACTON**

Notice is hereby given under Chapter 138 of the General Laws, that the Board of Selectmen will hold a hearing in the Francis Faulkner Room 204 in the Acton Town Hall on September 28, 2015 at 8:45 PM p.m. on the application of Indoor Sports Management, Inc. d/b/a Overtime Bar located at 30 Great Road, Acton, MA on an application for Change of Director.

Application is on file in the Selectmen's Office and may be viewed during normal working hours.

ACTON BOARD OF SELECTMEN



TOWN OF ACTON
472 Main Street
Acton, Massachusetts, 01720
Telephone (978) 929-6611
Fax (978) 929-6350

Town Manager

INTERDEPARTMENTAL COMMUNICATION

To: Board of Health, Building Department, Collectors Department, Fire Department, Planning Department, Police Department

From: Lisa Tomyl

Subject: Change in Director, Indoor Sports, Inc. d/b/a Overtime Bar

Enclosed is a request from Indoor Sports, Inc., d/b/a Overtime Bar for Change in Director

Please forward any comments you may have regarding this application by September 21st. The public hearing will be September 28, 2015 at 8:45 PM

Lisa Tomyl

From: Roland Bartl
Sent: Friday, September 18, 2015 7:32 PM
To: Lisa Tomyl
Cc: Building Department; Health Department; Fire Department; Collector Department; Planning Department; Police Department; Lou Levine; 'Bruce D. Ringwall'
Subject: RE: Change in Director, Indoor Sports Management, Inc. D/B/A Overtime Bar
Attachments: SPP #04.20.04-397.pdf

Hi, Lisa:

Here are the Planning Department's comments:

1. In 2004, the Board of Selectmen issued a special permit for a 40-seat restaurant to Indoor Sports LLC for this location at 30 Great Road (attached). The facility is now generally known as Teamworks.
2. The building, including the subject restaurant, underwent significant renovations and remodeling in 2014/15. The remodeling plans as approved and building permit as issued specified 40 seats. As built, the restaurant has 62 seats. Accordingly, I have so far declined to sign the Certificate of Occupancy for Planning/Zoning Enforcement.
3. I understand that the management at Teamworks is aware of the situation and that they have their attorney and engineer working on the matter. Both have met with me. We discussed an amendment of the 2004 special permit to increase the number of seats. As it was represented to me, the bar/restaurant was to continue to serve primarily customers who already are at the Teamworks' facility for other activities, and that it would not be advertised as a restaurant to others as an separate independent destination. Under this premise, I would deem the bar/restaurant as an accessory/incidental part of the commercial recreation use without the need of a separate account for parking spaces. There were questions about septic system capacity (the BoH permit also limits the bar/restaurant to 40 seats) and building code compliance related to increased seating that needed to be researched, evaluated and addressed before a special permit amendment request would be made. I had hoped that the amendment request would be made in time to be considered simultaneously with the liquor license transfer. It appears now that this will not be the case and that the research work is still ongoing.
4. Under the present circumstances it is unclear what kind or size of restaurant the new director would be managing.
5. Recommended option:
 - a. The Board of Selectmen could approve the license transfer, and as a related business item at the same meeting vote to amend special permit #04/20/04-397, par. 2.4 to read:
"This approval of a restaurant Special Permit is limited to 40 seat or such other number of seats as the Board of Health and Building Commissioner may determine."
This would introduce flexibility in the restaurant special permit and defer the final determination of the specific number seating to Health and Building, where perhaps it should belong in the first instance. There would be no further need for the Board of Selectmen to revisit this matter at a later time. To take this action the Board of Selectmen, if otherwise comfortable with this approach, should consider if such a decision amendment is minor and does not warrant a public meeting. If the conclusion is 'yes', this finding should be included in the vote. We would then draft a formal decision amendment for the Chair's signature.
6. Other options:

- a. Take no action and defer the transfer of directorship for consideration until such time when a formal special permit amendment has been submitted.
- b. Condition the license transfer that there shall not be more than 40 seat until such time when the special permit #04/20/04-397 may be amended at a later date.
- c. Approve the transfer of ownership without regard to the seating number, and let the zoning, health and building code matters take their course independently.

Regards -

Roland Bartl, AICP
Planning Director
Town of Acton
472 Main Street
Acton, MA 01720
978-929-6631

From: Lisa Tomyl

Sent: Monday, August 10, 2015 9:43 AM

To: Building Department; Health Department; Fire Department; Collector Department; Planning Department; Police Department

Subject: Change in Director, Indoor Sports Management, Inc. D/B/A Overtime Bar

Regards,

Lisa Tomyl
Executive Assistant
Office of the Town Manager
472 Main Street
Acton, MA 01720
(p) 978.929.6611
(f) 978.929.6350
ltomyl@acton-ma.gov

Lisa Tomyl

From: Frank Widmayer
Sent: Friday, August 14, 2015 3:17 PM
To: Lisa Tomyl
Subject: RE: Change in Director, Indoor Sports Management, Inc. D/B/A Overtime Bar

Lisa,

I have reviewed the application and recommend approval by the Board of Selectmen.

Regards,
Frank

Frank J. Widmayer III
Chief of Police

From: Lisa Tomyl
Sent: Monday, August 10, 2015 9:43 AM
To: Building Department; Health Department; Fire Department; Collector Department; Planning Department; Police Department
Subject: Change in Director, Indoor Sports Management, Inc. D/B/A Overtime Bar

Regards,

Lisa Tomyl
Executive Assistant
Office of the Town Manager
472 Main Street
Acton, MA 01720
(p) 978.929.6611
(f) 978.929.6350
ltomyl@acton-ma.gov



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

For Reconsideration

FORM 43
 MUST BE SIGNED BY LOCAL LICENSING AUTHORITY

000600033

ABCC License Number

Acton

City/Town

Local Approval Date

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> New License | <input checked="" type="checkbox"/> New Officer/Director | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> Change Corporate Name |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Seasonal to Annual |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Transfer of Stock | <input type="checkbox"/> Change of License Type |
| <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> 6-Day to 7-Day License | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Wine & Malt to All Alcohol | |

Name of Licensee EIN of Licensee

D/B/A Manager

ADDRESS: CITY/TOWN: STATE ZIP CODE

Annual or Seasonal Category: (All Alcohol- Wine & Malt Wine, Malt & Cordials) Type: (Restaurant, Club, Package Store, General On Premises, Etc.)

Complete Description of Licensed Premises:

One room with small prep area and walk in cooler. Two baths, one exit and entrance and one emergency exit.

Application Filed: Advertiser: Abutters Notified: Yes No

Date & Time Date & Attach Publication

Licensee Contact Person for Transaction Phone:

ADDRESS: CITY/TOWN: STATE ZIP CODE

Remarks:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
 Ralph Sacramone
 Executive Director

ABCC Remarks:

New Officers or Directors Checklist

This application will be returned if the following documentation is not submitted:

- Certificate of Good Standing from MA Department of Revenue
- Form 43 (From Local Licensing Board) *(Town)*
- Retail Transmittal Form
- \$200.00 Fee made payable to the Commonwealth of Massachusetts or the ABCC
CK 1262
- Petition for Transfer of Ownership
- Retail Application with:
- Personal Information Form
- CORI Application
- Statement of Change Filed with the Secretary of State, Corporation Division
- Vote of Corporate Board or LLC



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

Print Form

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM**

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

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

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

LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

TRANSACTION TYPE (Please check all relevant transactions):

- Alteration of Licensed Premises
- Cordials/Liqueurs Permit
- New Officer/Director
- Transfer of License
- Change Corporate Name
- Issuance of Stock
- New Stockholder
- Transfer of Stock
- Change of License Type
- Management/Operating Agreement
- Pledge of Stock
- Wine & Malt to All Alcohol
- Change of Location
- More than (3) §15
- Pledge of License
- 6-Day to 7-Day License
- Change of Manager
- New License
- Seasonal to Annual
- Other

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
 P. O. BOX 3396
 BOSTON, MA 02241-3396**

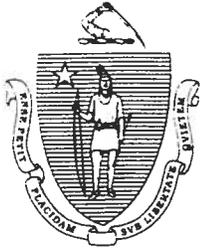
ATTENTION:

**TO COMPLETE THIS APPLICATION
YOU WILL REQUIRE A
CERTIFICATE OF GOOD STANDING
FROM THE
MASSACHUSETTS
DEPARTMENT OF REVENUE (DOR)**

Please visit their website at www.mass.gov/DOR or
contact the Customer Service Bureau (800-392-6089 or 617-887-MDOR).
for instructions on how to obtain a certificate of good standing.

Att: Cert of Good Standing

copy



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

January 29, 2015

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office.

INDOOR SPORTS MANAGEMENT, INC.

is a domestic corporation organized on **April 20, 1995**, under the General Laws of the Commonwealth of Massachusetts.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin
Secretary of the Commonwealth



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

**PETITION FOR TRANSFER OF OWNERSHIP, TRANSFER OF STOCK, NEW OFFICER(S),
DIRECTOR(S), STOCKHOLDER(S) AND LLC MANAGER(S)**

000600033

ABCC License Number

Acton

City/Town

The licensee A. Indoor Sports Management, Inc. and the proposed transferee B. Indoor Sports Management, Inc. respectfully petition the Licensing Authorities to approve the following transfer of ownership. Any Corporation, LLC or Association, Partnership, Individual, Sole Proprietor Listed in box (A.) must submit a certificate of good standing from the Massachusetts Department of Revenue (DOR).

Is the PRESENT licensee a Corporation/LLC listed in box (A.), duly registered under the laws of the Commonwealth of Massachusetts?

Yes No If YES, please list the officers, directors and stockholders, their residences, and shares owned by each.

Name	Title	Address	Stock or % Owned
Thomas McLaughlin		deceased	100%

Is the PROPOSED transferee a Corporation/LLC listed in box (B.), duly registered under the laws of the Commonwealth of Massachusetts?

Yes No

TO: (Place an * before the name of each DIRECTOR/LLC Manager.)

Name	Title	Address	Stock or % Owned
Thomas Moore	President	48 Sheffield Terrace, Marlborough, MA 01752 USA	100%
Thomas Moore	Treasurer	48 Sheffield Terrace, Marlborough, MA 01752 USA	100%
Thomas Moore	Secretary	48 Sheffield Terrace, Marlborough, MA 01752 USA	100%
Thomas Moore	Director	48 Sheffield Terrace, Marlborough, MA 01752 USA	100%

The above named proposed transferee hereby joins in this petition for transfer of said license.

SIGNATURE OF LAST-APPROVED LICENSEE: deceased 12/05/2010

(If a Corporation/LLC, by its authorized representative)

Date Signed 6-28-15

SIGNATURE OF PROPOSED TRANSFEREE: Thomas Moore

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Acton

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual) Indoor Sports Management, Inc.

B. Business Name (if different) : dba Overtime

C. Manager of Record: Catherine Milhomme

D. ABCC License Number (for existing licenses only) : 000600033

E. Address of Licensed Premises: 30 Great Road

City/Town: Acton

State: MA

Zip: 01720

F. Business Phone: 978-287-5533

G. Cell Phone:

H. Email: kmilhomme@twcenters.com

I. Website: www.teamworksacton.com

J. Mailing address (if different from E.):

City/Town:

State:

Zip:

2. TRANSACTION:

- New License
- New Officer/Director
- Transfer of Stock
- Issuance of Stock
- Pledge of Stock
- Transfer of License
- New Stockholder
- Management/Operating Agreement
- Pledge of License

The following transactions must be processed as new licenses:

- Seasonal to Annual
- (6) Day to (7)-Day License
- Wine & Malt to All Alcohol

IMPORTANT ATTACHMENTS (1): The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

3. TYPE OF LICENSE:

- \$12 Restaurant
- \$12 Hotel
- \$12 Club
- \$12 Veterans Club
- \$12 Continuing Care Retirement Community
- \$12 General On-Premises
- \$12 Tavern (No Sundays)
- \$15 Package Store

4. LICENSE CATEGORY:

- All Alcoholic Beverages
- Wine & Malt Beverages Only
- Wine or Malt Only
- Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

- Annual
- Seasonal

6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)

NAME: Kris Wallis
ADDRESS: 30 Great Road
CITY/TOWN: Acton STATE: MA ZIP CODE: 01720
CONTACT PHONE NUMBER: 978-287-5533 FAX NUMBER: 978-614-0550
EMAIL: kwallis@twcenters.com

7. DESCRIPTION OF PREMISES:

Please provide a complete description of the premises to be licensed. Please note that this must be identical to the description on the Form 43.

One room with a bare top area, full prep kitchen and walk-in cooler.
One entrance and exit, and one emergency exit.

Total Square Footage: 1004 Number of Entrances: 1 Number of Exits: 1
Occupancy Number: 49 Seating Capacity: 49

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

8. OCCUPANCY OF PREMISES:

By what right does the applicant have possession and/or legal occupancy of the premises? Final Lease

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

Other:

Landlord is a(n): LLC Other:

Name: Acton Teamworks, LLC Phone: 978-287-5533

Address: 30 Great Road City/Town: Acton State: MA Zip: 01720

Initial Lease Term: Beginning Date 01/01/2015 Ending Date 12/31/2018

Renewal Term: Five Years Options/Extensions at: Five Years Each

Rent: \$30,000 Per Year Rent: \$2,500 Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?
Yes No

IMPORTANT ATTACHMENTS (4):

- 1. If yes, the Landlord is deemed a person or entity with a financial or beneficial interest in this license. Each individual with an ownership interest with the Landlord must be disclosed in §10 and must submit a completed Personal Information Form attached to this application.
- 2. Entity formation documents for the Landlord entity must accompany the application to confirm the individuals disclosed.
- 3. If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

9. LICENSE STRUCTURE:

The Applicant is a(n): Other :

If the applicant is a Corporation or LLC, complete the following:

Date of Incorporation/Organization:

State of Incorporation/Organization:

Is the Corporation publicly traded? Yes No

10. INTERESTS IN THIS LICENSE:

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license (e.g. landlord with a percentage rent based on alcohol sales).

IMPORTANT ATTACHMENTS (5):

A. All individuals or entities listed below are required to complete a [Personal Information Form](#).

B. All shareholders, LLC members or other individuals with any ownership in this license must complete a [CORI Release Form](#).

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
Thomas Moore	President, Treasurer, Secretary	100% owned	

*If additional space is needed, please use last page.

11. EXISTING INTEREST IN OTHER LICENSES:

Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list said interest below:

Name	License Type	Licensee Name & Address
Thomas Moore	<input type="text" value="§12 Restaurant"/>	Indoor Sports Mangement, Inc. dba Replays 185 Otis St. Northborough MA
Thomas Moore	<input type="text" value="§12 Restaurant"/>	Sports View Bar & Deli 170 Jefferson Blvd, Warwick RI 02888
	<input type="text" value="Please Select"/>	

*If additional space is needed, please use last page.

12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list said interest below:

Name	Licensee Name & Address	Date	Reason Terminated
			Please Select
			Please Select
			Please Select

13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled? Yes No If yes, list said interest below:

Date	License	Reason of Suspension, Revocation or Cancellation

14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :

A.) For Individual(s):

- 1. Are you a U.S. Citizen? Yes No
- 2. Are you a Massachusetts Residents? Yes No

B.) For Corporation(s) and LLC(s) :

- 1. Are all Directors/LLC Managers U.S. Citizens? Yes No
- 2. Are a majority of Directors/LLC Managers Massachusetts Residents? Yes No
- 3. Is the License Manager or Principal Representative a U.S. Citizen?

C.) Shareholder(s), Member(s), Director(s) and Officer(s):

- 1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes No

15. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR (§12) RESTAURANT, HOTEL, CLUB, GENERAL ON PREMISE, TAVERN, VETERANS CLUB LICENSE ONLY:

A.) For Individual(s):

- 1. Are you a U.S. Citizen? Yes No

B.) For Corporation(s) and LLC(s) :

- 1. Are a majority of Directors/LLC Managers **NOT** U.S. Citizen(s)? Yes No
- 2. Is the License Manager or Principal Representative a U.S. Citizen? Yes No

C.) Shareholder(s), Member(s), Director(s) and Officer(s):

- 1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes No

16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:

A. Purchase Price for Real Property:

B. Purchase Price for Business Assets:

C. Costs of Renovations/Construction:

D. Initial Start-Up Costs:

E. Purchase Price for Inventory:

F. Other: (Specify)

G: TOTAL COST

H. TOTAL CASH

I. TOTAL AMOUNT FINANCED

IMPORTANT ATTACHMENTS (6): Submit any and all records, documents and affidavits including loan agreements that explain the source(s) of money for this transaction. Sources of cash must include a minimum of three (3) months of bank statements.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

17. PROVIDE A DETAILED EXPLANATION OF THE FORM(S) AND SOURCE(S) OF FUNDING FOR THE COSTS IDENTIFIED ABOVE (INCLUDE LOANS, MORTGAGES, LINES OF CREDIT, NOTES, PERSONAL FUNDS, GIFTS):

*If additional space is needed, please use last page.

18. LIST EACH LENDER AND LOAN AMOUNT(S) FROM WHICH "TOTAL AMOUNT FINANCED" NOTED IN SUB-SECTIONS 16(I) WILL DERIVE:

A.

Name	Dollar Amount	Type of Financing

*If additional space is needed, please use last page.

B. Does any individual or entity listed in §19 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes No

If yes, please describe:

19. PLEDGE: (i.e. COLLATERAL FOR A LOAN)

A.) Is the applicant seeking approval to pledge the license? Yes No

1. If yes, to whom:

2. Amount of Loan: 3. Interest Rate: 4. Length of Note:

5. Terms of Loan :

B.) If a corporation, is the applicant seeking approval to pledge any of the corporate stock? Yes No

1. If yes, to whom:

2. Number of Shares:

C.) Is the applicant pledging the inventory? Yes No

If yes, to whom:

IMPORTANT ATTACHMENTS (7): If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

20. CONSTRUCTION OF PREMISES:

Are the premises being remodeled, redecorated or constructed in any way?_If YES, please provide a description of the work being performed on the premises: Yes No

21. ANTICIPATED OPENING DATE:

IF ALL OF THE INFORMATION AND
ATTACHMENTS ARE NOT COMPLETE
THE APPLICATION WILL BE
RETURNED

APPLICANT'S STATEMENT

I, Thomas Moore the sole proprietor; partner; corporate principal; LLC/LLP member

of Indoor Sports Mgmt., Inc dba Overtime, hereby submit this application for Wine and Malt Liquor License (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 statement 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 does not violate any requirement of the ABCC or other state law or local ordinances;
- (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 Application information 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.

Signature: Thomas Moore

Date: 6-28-15

Title: Director

Additional Space

Please note which question you are using this space for.

#10 Thomas Moore, Secretary, Treasurer, President, Director

Att: 1

MINUTES OF ANNUAL MEETING OF MEMBERS
OF
INDOOR SPORTS MANAGEMENT, INC., DBA Overtime

The Annual Meeting of Members was held pursuant to the written Waiver of Notice signed by the Members.

All of the outstanding certificates of ownership being represented, the meeting was called to order and the following business was transacted:

UPON motion duly made, seconded and carried, it was

RESOLVED, that Licensee, Indoor Sports Management Inc., DBA Overtime, appoint Thomas Moore to the position of President, Treasurer, Secretary, and Director, and furthermore, petition the Licensing Authorities for the Town of Acton to approve the Change of Officers from Thomas McLaughlin to Thomas Moore, effective February 17, 2011.

A general business discussion was had after which, there being no further business, upon motion duly made, seconded and carried, it was

RESOLVED, that the meeting be adjourned.



Thomas Moore, Managing Member



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Supplemental Information

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45: 950 CMR 113.17)

1. Exact name of the corporation: INDOOR SPORTS MANAGEMENT, INC.

2. Current registered office address:

Name: THOMAS MCLAUGHLIN
 No. and Street: 30 GREAT ROAD
 City or Town: ACTON State: MA Zip: 01720 Country: USA

3. The following supplemental information has changed:

Names and street addresses of the directors, president, treasurer, secretary

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	THOMAS MOORE	48 SHEFFIELD TERRACE MARLBOROUGH, MA 01752 USA
TREASURER	THOMAS M. MCLAUGHLIN	9 WOODMAN RD., CHESTNUT HILL, MA 02467 USA
SECRETARY	THOMAS M. MCLAUGHLIN	9 WOODMAN RD., CHESTNUT HILL, MA 02467 USA
DIRECTOR	THOMAS MOORE	48 SHEFFIELD TERRACE MARLBOROUGH, MA 01752 USA

___ Fiscal year end:
 December

___ Type of business in which the corporation intends to engage:

TO ACQUIRE AND MANAGE SPORTS FACILITIES, ETC.

___ Principal office address:

No. and Street: 30 GREAT ROAD
 City or Town: ACTON State: MA Zip: 01720 Country: USA

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

No. and Street: 30 GREAT ROAD
 City or Town: ACTON State: MA Zip: 01720 Country: USA

which is

its principal office
 an office of its secretary/assistant secretary

an office of its transfer agent
 its registered office

Signed by THOMAS MCLAUGHLIN , its OTHER OFFICER
on this 16 Day of November, 2010

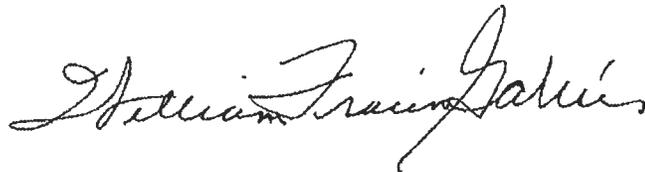
© 2001 - 2010 Commonwealth of Massachusetts
All Rights Reserved

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:

November 16, 2010 05:23 PM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Registered Agent/Registered Office

(General Laws, Chapter 156D, Section 5.02 AND Section 15.08: 950 CMR 113.21)

1. Exact name of the corporation: INDOOR SPORTS MANAGEMENT, INC.

2a. Current registered agent name: THOMAS MCLAUGHLIN

2b. Current registered office address: 30 GREAT ROAD ACTON, MA 01720

3. The street address of the corporation registered office in the commonwealth and the name of the appointed registered agent at that office:

(The corporation may not appoint itself registered agent. Registered agent may be an individual, including any officer of the corporation, or a different corporation.)

Name: THOMAS MOORE

No. and Street: 30 GREAT ROAD

City or Town: ACTON State: MA Zip: 01720 Country: USA

The street address of the registered office of the corporation and the business address of the registered agent are identical as required by General Laws, Chapter 156D, Section 5.02 and Section 15.08.

I, THOMAS MOORE, registered agent of the above corporation, consent to my appointment as the registered agent of the above corporation pursuant to G. L. c. 156D, Section 5.02.

This certificate is effective at the time and on the date approved by the Division, unless a *later* effective date not more than *ninety days* from the date and time of filing is specified:

6/17/2011 Time: 05:00 AM

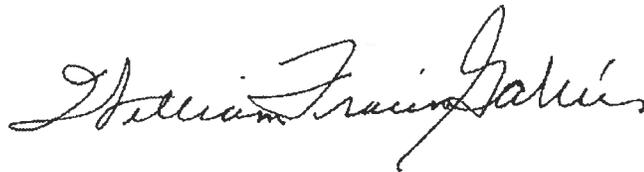
Signed by THOMAS MOORE, its PRESIDENT
on this 16 Day of June, 2011

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:

June 16, 2011 04:14 PM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



**The Commonwealth of Massachusetts
William Francis Galvin**

No Fee

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

Statement of Change of Supplemental Information

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45: 950 CMR 113.17)

1. Exact name of the corporation: INDOOR SPORTS MANAGEMENT, INC.

2. Current registered office address:

Name: THOMAS MOORE
No. and Street: 30 GREAT ROAD
City or Town: ACTON State: MA Zip: 01720 Country: USA

3. The following supplemental information has changed:

Names and street addresses of the directors, president, treasurer, secretary

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	THOMAS MOORE	48 SHEFFIELD TERRACE MARLBOROUGH, MA 01752 USA
TREASURER	THOMAS MOORE	48 SHEFFIELD TERRACE MARLBOROUGH, MA 01752 USA
SECRETARY	THOMAS MOORE	48 SHEFFIELD TERRACE MARLBOROUGH, MA 01752 USA
DIRECTOR	THOMAS MOORE	48 SHEFFIELD TERRACE MARLBOROUGH, MA 01752 USA

___ Fiscal year end:

December

Type of business in which the corporation intends to engage:

TO ACQUIRE AND MANAGE SPORTS FACILITIES, ETC.

___ Principal office address:

No. and Street: 30 GREAT ROAD
City or Town: ACTON State: MA Zip: 01720 Country: USA

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

No. and Street: 30 GREAT ROAD
City or Town: ACTON State: MA Zip: 01720 Country: USA

which is

its principal office
an office of its secretary/assistant secretary

___ an office of its transfer agent
its registered office

Signed by THOMAS MOORE , its PRESIDENT
on this 17 Day of June, 2011

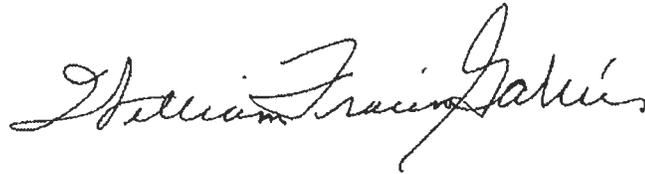
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THE COMMONWEALTH OF MASSACHUSETTS

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:

June 17, 2011 09:46 AM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



March 19, 2015

To Whom It May Concern:

Thomas M. McLaughlin was previously the President of Indoor Sports Management, Inc., as well as its sole shareholder. Mr. McLaughlin died on 12/05/10. Near the time of his death, I took over from Mr. McLaughlin as President of ISM, Inc. and also became the sole shareholder at that time.

There was no purchase price (other than nominal consideration) associated with the transfer of ownership of ISM, Inc., because for tax reporting purposes, all profits and losses of ISM are transferred to and reported by Indoor Sports LLC, which is the parent company of Northborough & Acton Teamworks LLC. Prior to his death, Mr. McLaughlin was a partner of mine in the Indoor Sports LLC business. I purchased his partnership interest in that business from his estate after his death.

Sincerely,

A handwritten signature in black ink that reads "Tom Moore".

Tom Moore
President, Indoor Sports Management, Inc.

INDOOR SPORTS MANAGEMENT, INC.

Action of Directors by Written Consent

May 4, 2015

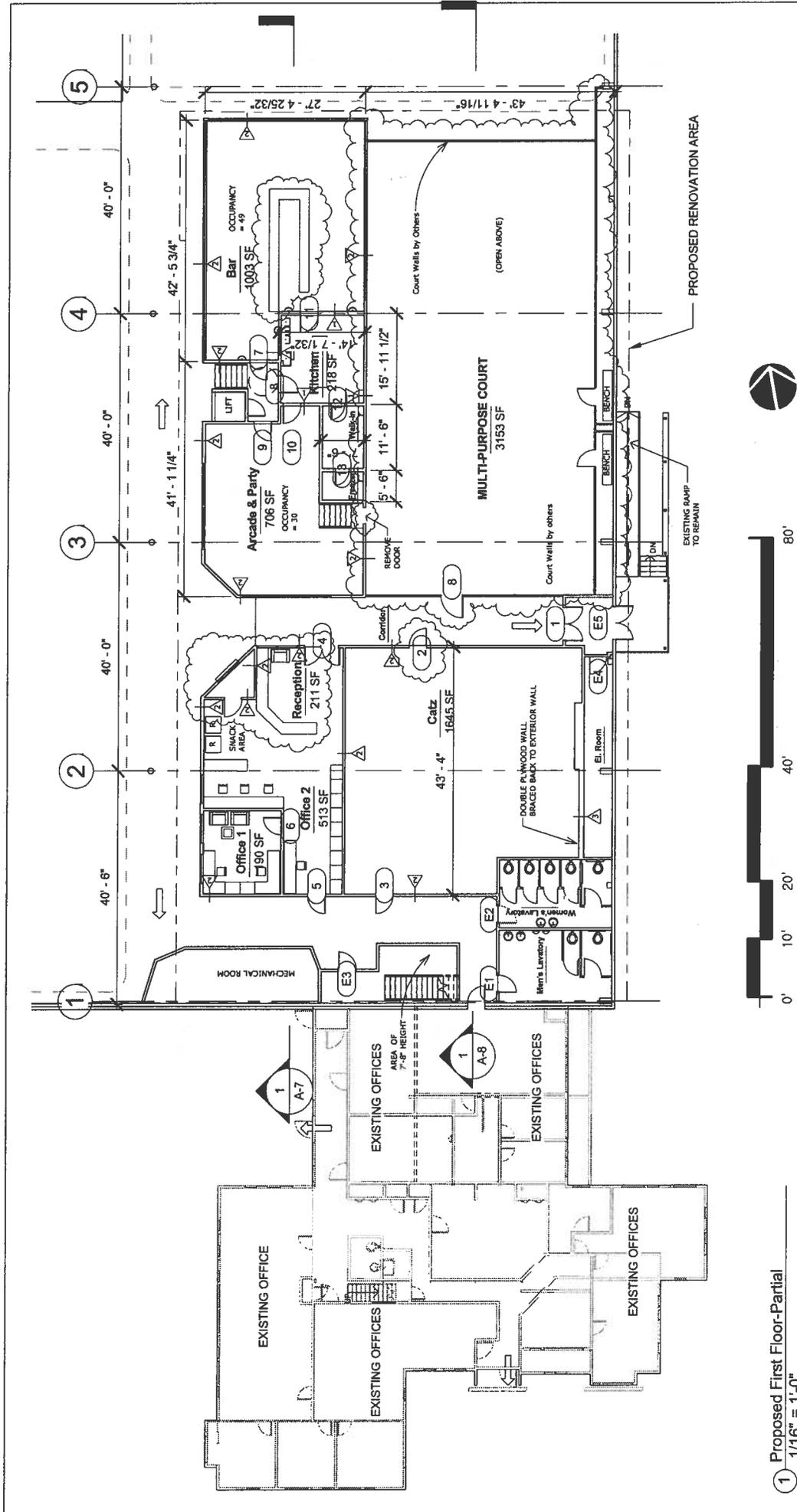
The undersigned, being all of the members of the Board of Directors of Indoor Sports Management, Inc. (the "Corporation"), a Massachusetts corporation, and acting in accordance with Chapter 156B of the Massachusetts General Laws, consent to the adoption of the following votes:

- VOTED: That the officers of the Corporation are, and each of them is, hereby authorized, on behalf of the Corporation, to prepare and file with the Town of Acton and the ABCC, all necessary applications in order to receive approval of the transfer of all outstanding shares of the Corporation from Thomas McLaughlin, now deceased, to Thomas Moore, the current President and Director of the Corporation.
- VOTED: That the officers of the Corporation are, and each of them is, hereby authorized, on behalf of the Corporation, to do any and all such further acts and things and to execute and deliver any and all such documents, instruments and certificates as may, in the opinion of such officers, or any of them, be necessary, convenient or appropriate to effectuate the purposes, and carry out the actions, set forth herein.
- VOTED: That this written consent of all of the directors shall be filed with the records of the meetings of directors and any action set forth herein shall be treated for all purposes as an action duly taken at a meeting on the effective date set forth above.



Thomas Moore, Director

Att:2



1 Proposed First Floor-Partial
1/16" = 1'-0"

Proposed 1st Floor Plan - Partial	
Project number	Project Number
Date	8/19/2013
Drawn by	VeRasko
Checked by	Checker
A-1	
Scale 1/16" = 1'-0"	

No.	Description	Date
1	AS-BUILT SET	6/11/2015

Indoor Sports Center
30 Great Road
Acton, MA 01720

TeamWorks
ELTON+HAMPTON ARCHITECTS
103 Terrace St.
Boston, MA 02120

LEASE

This Lease made as of January 1, 2015, by and between the parties hereto, Acton Teamworks LLC, a limited liability company organized and existing under the laws of the Commonwealth of Massachusetts, with the principal place of business located at 30 Great Road, Acton, Massachusetts, (hereinafter referred to as the "Lessor"), and Indoor Sports Management, Inc. d/b/a Overtime, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with a principal place of business located at 30 Great Road, Acton, Massachusetts, (hereinafter referred to as the "Lessee").

The premises demised and leased hereby is described as follows:

That certain portion of the premises located at 30 Great Road, Acton, Massachusetts, containing approximately One Thousand Four (1,004) square feet.

The rental shall be in the amount of Thirty Thousand Dollars (\$30,000.00) per annum payable as follows: in equal consecutive installments of Two Thousand Five Hundred Dollars (\$2,500.00) per month.

This Lease shall be for the term of four (4) years, from the 1st day of January, 2015, to and including the 31st day of December, 2018. The Lessee shall have an option to renew said Lease for an additional five (5) years on the terms and conditions hereinafter set forth.

TERMS AND CONDITIONS

1. Premises – Lessor, in consideration of the rents, covenants and agreements to be paid, kept and performed by Lessee, as herein provided, hereby demises and leases unto Lessee the Premises (as hereinbefore defined) together with the right in common with others to use the parking area adjacent to the Premises.
2. Purpose – The purpose for which the Premises are to be used is for the conduct of bar and lounge for the sale of alcoholic beverages and associated food items. The Lessor makes no warranties or guaranties that the Lessee's intended use of the Premises conforms to zoning restrictions for the Town of Acton. If any zoning, special exception or variance is necessary for the property to be used as intended by the Lessee, the responsibility for and the cost of obtaining any such special exception and/or variance shall be solely that of the Lessee. Nothing herein contained shall be deemed to make the Lessee's obtaining of such special exception and/or variance or the ability of the Lessee to use the Premises for such purposes a condition of the Lessee's obligations under this Lease.
3. Rental – Lessee shall pay the rental set forth above in consecutive monthly installments, in advance, at the office of the Lessor, on the first business day of each month during said term. The rent for the first or last calendar month of the term, if either is not a full month, shall be apportioned.

term. The rent for the first or last calendar month of the term, if either is not a full month, shall be apportioned.

4. Use of Premises – Lessee shall keep the interior of said Premises, including the setting of glass in windows and doors, and all fixtures, piping, equipment, and apparatus of every kind, nature, and description in as good order and repair as the same are in at the commencement of the term or may be put in during the continuance thereof, including the replacement of integral parts thereof, ordinary wear and use, and damage by fire or unavoidable casualty excepted. Lessee shall not cause or permit any waste or injury to said Premises and shall keep said Premises free from any and all objectionable noises, odors, rubbish, and debris inconsistent with the proper operation of Lessee's usual business therein. Lessee shall conform to all rules and regulations now or hereafter established by the Lessor for the general safety, care and cleanliness of the Premises, the preservation of good order therein, and the comfort, quiet and convenience of the other tenants of said building, or in any buildings adjacent thereto owned by Lessor, and Lessor shall not be responsible to Lessee for the nonobservance or violation of any such rules and regulations by any other tenants. Lessee shall comply with and observe all statutes, ordinances, regulations, order and/or decrees of the federal, state, and local governments, or any departments, bureaus or agencies thereof, or of any insurance inspection or rating bureau in any way affecting the use and maintenance of said Premises, or any machinery or equipment therein, whether now in force or which may in the future be promulgated. Lessee shall continuously comply with the provisions of the Occupational Safety and Health Act of 1970 and the regulations thereunder, and any expense resulting from such compliance, relating to the Premises, the use thereof or the conduct of Lessee's business therein, shall be borne by Lessee. Lessee shall forever hold and keep Lessor harmless and indemnified on account of any loss, cost, damage, or liability resulting from the violation by Lessee of any such statute, ordinance, regulation, order or decree or based or in any way arising out of the use and occupancy of said Premises by Lessee. Lessee shall not store any merchandise nor do or permit to be done any act or thing in said Premises which may make void or voidable, or increase the rate or premium of, any insurance on said Premises or the building, or of other tenants of said building, against fire or other casualty. Lessee shall not make any alterations in the Premises without written consent of Lessor, and if such consent be granted, any such alteration shall be made in accordance with all applicable federal, state, and municipal laws, rules, and regulations. All partitions, toilet facilities and other permanent improvements to said Premises shall be a part of said realty and title thereto vested in Lessor. Lessee shall not permit any hole to be made or drilled in the building, without having first obtained the approval thereof, in writing, of Lessor. At the expiration or other termination of this Lease, Lessee shall remove from said Premises all goods and effects, and peaceably and quickly surrender to Lessor possession of the Premises and of all erections and additions made to the same, whether made in replacement, substitution of, or addition to, existing facilities, including, without limitations, piping, electrical installations, switch hoses, transformers, lighting fixtures, all wiring both for light and power, up to the point that the same may be attached to any machines, and partitions and constructions of all kinds, broom clean and in good repair, order and condition with all respects, reasonable use and wear and damage by fire or other casualty only excepted. Lessee will not obstruct or permit to be obstructed the

sidewalks, drives or parking area of the Premises. Lessee will, at its expense, make all repairs and improvements to the exterior of the Premises and parking areas necessitated by the negligence of Lessee, its employees, patrons, and its assignees.

The Lessee agrees to replace, at the Lessee's expense, any and all glass which may become broken in and on the demised Premises. Plate glass and mirrors, if any shall be insured by the Lessee at their full insurable value, in a company satisfactory to the Lessor. Said policy shall be of the full premium type, and shall be deposited with the Lessor or Lessor's agent.

The Lessor shall be responsible for removing the snow from walks in front of the demised Premises and shall also be responsible for plowing the parking lot.

The Lessee agrees not to store, handle, use or dispose of any oil, lubricants, detergents, hazardous materials, or other contaminants on the Premises.

5. Utilities and Heat – Lessee shall cause said Premises to be heated in a reasonable temperature during ordinary business hours, and it is expressly understood and agreed that Lessee shall keep said Premises at a sufficient temperature so as not to cause the water pipes to freeze during any time when temperatures would cause the said water pipes to freeze. The Lessee is solely responsible for the costs of said heat during the term hereof.

Lessee shall pay for all electricity, gas, or other utilities consumed on the demised premises.

The Lessee shall be responsible for all water used on the demised premises during the term of this Lease.

The Lessee shall be responsible for obtaining a commercial trash hauling contract and maintaining its own trash compactor at such locations as shall be designated by the Lessor.

The Lessor shall not be liable for any interruption or delay in any of these services for any reason.

6. Personal Tangible Property Taxes – Lessee shall be solely responsible for all taxes and special assessments of every kind and nature assessed and levied against personal property of the Lessee and major improvements or items of equipment installed by the Lessee.

7. Fire and Casualty – In case the Premises, or the building of which they are a part, shall be destroyed or substantially damaged, by fire or other casualty, this Lease may be terminated at the election of the Lessor; but if not so terminated and said Premises shall be rendered unfit for occupation on account of said fire or casualty, the Rent hereinbefore reserved, or a just and proportionate part thereof, according to the nature and extent of the

injury sustained, shall be abated until said Premises shall have been put in proper condition by Lessor. Otherwise, this Lease shall continue in full force and effect under its terms. The Lessor's obligations to repair the Premises shall be limited to restoring in the Premises as described in the description of the Premises. The Lessor shall be responsible solely for providing the Premises with walls, store front, HVAC unit and utilities to the walls of the unit. Excluded from the Lessor's obligation are any alterations, additions, improvements, fixtures, and equipment installed by the Lessee.

8. Property Loss or Damage – All merchandise, furniture and property, of any kind, nature and description, belonging to Lessee or any person claiming by, through or under it, which may be in, on, or about said Premises during continuance of this Lease, or any extension or renewal thereof, is to be at the sole risk and hazard of Lessee; and if the whole or any part thereof shall be destroyed or damaged by fire, water, steam, smoke, by the leakage or bursting of water pipes, or in any other way or manner, no part of said loss or damage is to be charged to or to be borne by Lessor in any case whatsoever.
9. Indemnity and Insurance – Lessee agrees to save Lessor harmless from, and indemnify Lessor against any and all injury, loss or damage of whatever nature, to persons or property arising out of the use or occupancy of the Premises, or out of any act, omission, or negligence of Lessee or anyone claiming under Lessee, Lessee will maintain general comprehensive public liability insurance naming Lessor as an insured party, with respect to the Premises and their appurtenances, issued by insurance companies authorized to do business in the state in which said Premises are located, in amounts not less than One Million Dollars (\$1,000,000.00), with respect to injuries suffered in any one accident, and not less than Five Million Dollars (\$5,000,00.00), with respect to property damage. Lessee shall deliver to Lessor certificates of such insurance certifying that the same is in full force and effect.

In addition, the Lessee shall at its sole cost and expense provide fire and extended coverage insurance (contents broad form) on Lessee's personal property located in the demised premises in amounts reasonable deemed adequate by the Lessor to fully insure such personal property. Lessee shall deliver to Lessor certificates of such insurance certifying that the same is in full force and effect.

10. Condemnation – If the whole or any part of the demised Premises, or any interest therein, shall be taken or condemned by any competent authority for any public or quasi-public use of purpose, the term of the Lease shall cease and terminate on the date when the possession of the part or interest so taken shall be required for such use or purpose or on the date of such taking or condemnation (at Lessor's option) and without apportionment of the award, it being agreed that Lessor shall be entitled to the entire amount of the award. If a part of Lessee's Premises is so taken and if Lessee can, without necessity of any repairing or alteration by Lessor, carry on its business in the part of the Premises not so taken or condemned, this Lease shall continue as to the part not so taken and there shall be a proportionate adjustment of the rent.

11. Subordination - This Lease is subject and subordinate to all mortgages which may now or hereafter affect the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements, and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, Lessee shall execute promptly, any certificate that Lessor may request. Lessee hereby constitutes and appoints Lessor, Lessee's attorney-in-fact, to execute any such certificate or certificates for and on behalf of Lessee. If, in connection with obtaining financing for the land and/or building, or of any ground or underlying Lease, a banking, insurance or other recognized institutional lender shall request reasonable modifications in this Lease as a condition to such financing, Lessee will not unreasonably withhold, delay, or defer consent thereto, provided that such modifications do not increase the obligations of Lessee hereunder or materially and adversely affect the leasehold interest hereby created or Lessee's use and enjoyment of the Premises.
12. Exterior Repairs and Quiet Enjoyment – Upon receiving written notice by Lessee of the need of repairs to the exterior of said Premises, and except as provided in Paragraph 4 hereof, Lessor shall make such repairs as it shall deem necessary as soon as practicable; provided, however, the liability of Lessor for any breach of this clause shall be limited to the cost of making said repairs. Lessee, paying the rent and performing all the covenants, terms and conditions in the Lease contained to be performed on the part of the Lessee, may peacefully hold and enjoy said Premises during the term thereof, without any lawful let or hindrance by Lessor or any person claiming by, through, or under it.,
13. No Representations by Lessor – No representations or promises with respect to said Premises, or the building of which the same form a part, or the grounds adjacent thereto, except as herein expressly set forth, have been made by Lessor, and Lessee agrees that it has examined said Premises and takes the same in their present condition and state of repair. The taking of possession of the Premises by Lessee shall be conclusive evidence as against Lessee that said Premises and the said building and grounds were in satisfactory condition at the time such possession was so taken.
14. Lessor's Right to Pay Money to Effect Performance – If, Lessee, at any time or from time to time, shall fail to perform any of the covenants, terms and conditions in this Lease contained to be performed on the part of the Lessee, Lessor may immediately, or at any time thereafter, without notice, perform the same on the account of Lessee, and in any such event, any monies paid by Lessor for such purpose shall be deemed to be additional rent due hereunder and shall be payable forthwith to Lessor upon rendition of an invoice therefore.

If, in the event that any mechanic's liens are filed against the Premises, as a result of alterations, additions, repairs, or improvements made by the Lessee, the Lessor, at its option, after thirty (30) days notice to the Lessee, may terminate this Lease and/or may pay the said lien, or may furnish a bond, without inquiring into the validity thereof, and the Lessee shall forth with reimburse the Lessor, the total expense incurred by the Lessor in discharging the said lien, as additional rent hereunder.

15. No Waiver – The failure of Lessor to seek redress for violation of, or to insist upon the strict performance of, any covenant, term or condition of this Lease or any of the rules and regulations established by Lessor under the provisions of this Lease, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Lessor of rent, with knowledge of the breach of any such covenants, term or condition, rule or regulations, shall not be deemed a waiver of such breach and no provision of this Lease shall be deemed to have been waived by Lessor unless such waiver be in writing signed by Lessor. No act or thing done by Lessor, its servants and agents, during the term of this Lease, shall constitute an eviction by Lessor, nor shall it be deemed an acceptance of a surrender of said Premises, and no agreement to accept such surrender shall be valid unless in writing, signed by Lessor. The various rights, powers, and remedies of Lessor herein contained shall not be considered as exclusive of, but shall be considered cumulative to any of the rights, powers, and remedies now or hereafter existing at law, in equity, by statute or by contract between said parties.
16. Assignment – Lessee shall not assign, mortgage, pledge, or otherwise encumber this Lease or its interest therein, or sublet the whole or any part of the Premises without obtaining on each occasion, in writing, the consent of Lessor. In case of any such assignment, the assignee shall assume, in writing to Lessor, the performance and observance of all the covenants, terms and conditions in this Lease contained, to be kept and performed on the part of the Lessee, and such writing of assumption shall be delivered to Lessor simultaneously with said assignment. In the event of any such assignment or subletting, notwithstanding any assumption hereof by the assignee or sublessee, Lessee shall remain primarily liable for the performance of all of said covenants, terms and conditions.

Within the meaning of this paragraph, an assignment includes one or more sales or transfers by operation of law or otherwise, by which an aggregate of twenty five percent (25%) or more of a corporate Lessee's shares shall be vested in a party or parties who are not shareholders as of the date of this Agreement.

17. Defaults of Lessee and Remedies of Lessor – In case of failure on the part the Lessee to pay the rent and all other charges herein provided within fifteen (15) days subsequent to the time when the same shall become due and payable (and it shall not be required that any demand shall be made for the same); or in case Lessee shall neglect or fail to perform or observe any of the other covenants, terms or conditions imposed upon Lessee by this Lease or any other document executed in conjunction herewith and fail to remedy and/or remove said breach, within fifteen (15) days of the receipt of written notice thereof from Lessor (if said default or omission complained of shall be of such a nature that the same cannot be completely cured or remedied within said fifteen (15) day period and if Lessee shall not have diligently commenced curing such default within said fifteen (15) day period and shall not thereafter, with reasonable diligence and in good faith, proceed to remedy or cure such default) or in the event that Lessee makes an assignment for the benefit of creditors; or a petition is filed by or against Lessee to adjudicate it a bankrupt;

or a debtor, reorganization, arrangement or similar petition or proceeding be filed by or against Lessee under any chapter or provision of the Bankruptcy Act; or in the event a receiver is appointed over the assets of Lessee, or Lessee's leasehold interest shall be attached or levied upon, and such receivership, attachment, or levy is not vacated and/or removed within ten (10) days thereafter; or if said Premises shall be deserted or vacated for a period of ten (10) days or more; then in any of the above cases it shall be lawful for Lessor thereupon, or at any time thereafter, at its option, and notwithstanding any waiver or any prior breach of any covenant term or condition, to (consider the Lessee in breach of this Lease and this Lease shall terminate and the Lessor may exercise all remedies authorized by law to repossess Lessor's former estate) and to expel Lessee and those claiming by, through, or under it, and remove its effects (forcibly if necessary) without being guilty of any manner of trespass (or Lessor may send written notice to Lessee of the termination of this Lease), and upon entry as aforesaid (or in the event that Lessor shall send to Lessee notice of termination as above provided, on the fifth day next following the date of the sending of the notice), the term of this Lease shall terminate, provided that Lessee shall not be deemed to have accepted a surrender thereof. In any such event Lessee shall indemnify and hold harmless Lessor against all loss of rent or other payments due hereunder or which Lessor may suffer by reason of such termination, including damages for anticipatory breach. At the time of the termination or at any time thereafter, Lessor may rent the demised Premises, and for a term which may expire after the expiration of the term of this Lease, without releasing Lessee from any liability whatsoever, and Lessee shall be liable for any expenses incurred by Lessor in connection with obtaining possession of the demised Premises, with removing from the demised Premises property of Lessee and persons claiming under it (including warehouse changes), with putting the demised Premises into good condition for reletting, and with any reletting, including, but without limitation, any differences in the rent to be paid, attorneys' fees and brokers' fees, and any monies collected from any reletting shall be applied first to the foregoing expenses and then to the payment of rent and all other payments due from Lessee to Lessor. All monies overdue under this Lease shall bear interest at the rate of one and one half percent (1 ½%) per month. This Lease shall not continue for the benefit of any assignee, for the benefit of creditors, receivers, trustees in bankruptcy, debtors in possession or attaching creditors.

18. Lessor's Lien – All fixtures, furniture, machinery, equipment, and improvements of whatever kind and nature, goods, wares, and merchandise of every kind and nature that may be in, about, or upon said Premises, hereby are and shall be and shall stand pledged for the fulfillment of the covenants, terms and conditions herein contained and shall not be taken down or removed from said Premises during the term of this Lease or any continuance thereof, without the written consent of Lessor, except so far as the stock-in-trade, goods, wares, and merchandise is concerned in the regular course of business of Lessee. In case of breach of any of the covenants, terms or conditions of this Lease or any other document executed in conjunction herewith to be kept and performed on the part of Lessee, said pledged property, without further demand or notice, may be sold at auction or private sale after publishing notice thereof in some newspaper published in the Town or County in which said Premises are located, or in a publication of general circulation published in the County of Providence at least once, three days before the date

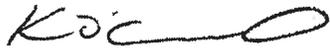
of such sale, and the proceeds of such sale, after payment of expenses, applied to the payment of any amount for which the same are pledged as aforesaid. Lessee hereby agrees to execute a UCC 1 Financing Statement confirming the Lessor's lien under this Lease.

19. Access to Premises – Lessor, its servants and agents, shall have the right to enter upon the Premises, or any part thereof, without charge, at all reasonable times to inspect the same, to show the demised Premises to prospective purchasers or tenants, or to make or facilitate any repairs or alterations to the Premises or the building in which the same are a part, including, but without limitation, to install posts or columns to reinforce any floors, and to install, maintain and remove any pipes, wires, or other conduits and plumbing, heating or electrical fixtures or equipment. If Lessor shall have a watchman, he shall at times be permitted access to said Premises. Nothing herein shall be construed to impose any obligation upon Lessor to make repairs or to have such a watchman, and if such repairs are the obligation of Lessee in accordance with the terms of this Lease, the cost thereof shall be charged to Lessee. If Lessor is obligated by any building or fire regulation to construct any additional exits, Lessee will permit the construction thereof without any diminution of rent.
20. Option to Renew – Lessee, if not in default under any of the terms hereof, shall have one (1) option to extend this Lease for an additional five (5) years, by giving notice to the Lessor, in writing, not later than one hundred eighty (180) days prior to the end of the original term of this Lease. Terms and conditions applicable to the original term hereof shall also apply to the renewal term hereof, except the rental and the right of further renewal. The rental to be paid by the Lessee during the term of said option shall be agreed upon by the Lessor and the Lessee prior to sixty (60) days before the termination of the original term of this Lease or the option shall be deemed null and void.
21. Notices – All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage prepaid, to the parties at their addresses set forth above, or in the case of Lessee, to the demised Premises, or in either case, to such other person or at such other address as either party hereafter designate by notice to the other party.
22. Parties and Definitions – The terms Lessor and Lessee wherever used in this Lease shall include the successors and assigns of said parties, and if either of said parties shall not be a corporation, said term shall include the heirs, executors, administrators, and assigns of said party, wherever the context requires or permits of such construction, and of all the covenants, terms and conditions herein contained shall be binding upon and inure to the benefit of heirs executors, administrators, successors, and assigns of said parties in the same manner as if they were expressly mentioned. The term Lessor, as used in this Lease, means only the owner for the time being of the land and building in which said demised Premises are located, so that in the event of any sale of said land and building, Lessor shall be and it hereby is entirely freed and relieved of all covenants and obligations of Lessor hereunder, it being understood and agreed that the purchaser has assumed and agreed to carry out any and all obligations of Lessor hereunder.

23. Amendments, Additions, and Deletions to Above Lease – Any alterations or deletions herein initialed by both parties were made in the Lease before execution and any additional provisions to which the parties have agreed and which are added herein or in any addendum attached hereto shall be considered a part hereof.
24. Prior Leases – All prior leases are null and void and of not further force or effect, and are replaced in their entirety by this Lease.

Lessor

Acton Teamworks LLC



By: Kevin O'Connell Moore, as President of
Indoor Sports Management, Inc.,
Its Manager

Lessee

Indoor Sports Management, Inc.
d/b/a Overtime



By: Kevin O'Connell, President

Att: 5-A



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

PERSONAL INFORMATION FORM

Each individual listed in Section 10 of this application must complete this form.

1. LICENSEE INFORMATION:

A. Legal Name of Licensee	Indoor Sports Management, Inc.	B. Business Name (dba)	Overtime
C. Address	30 Great Road	D. ABCC License Number (if existing licensee)	000600033
E. City/Town	Acton	State	MA Zip Code 01720
F. Phone Number of Premise	978-287-5533	G. EIN of License	04-3277865

2. PERSONAL INFORMATION:

A. Individual Name	Thomas Moore	B. Home Phone Number	508-481-9368
C. Address	48 Sheffield Terrace		
D. City/Town	Marlborough	State	MA Zip Code 01752
E. Social Security Number	[REDACTED]	F. Date of Birth	03/12/1960
G. Place of Employment	Indoor Sports, LLC		

3. BACKGROUND INFORMATION:

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

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

100%

IMPORTANT ATTACHMENTS (8): For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.
*If additional space is needed, please use the last page

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

Signature Thomas Moore Date 6-28-15

Title Director (If Corporation/LLC Representative)

Att: 5-B



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

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	000600033	LICENSEE NAME:	Indoor Sports Management, Inc. dba Overtime	CITY/TOWN:	Acton
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APPLICANT INFORMATION

LAST NAME:	Moore	FIRST NAME:	Thomas	MIDDLE NAME:	M.
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Kenmore, NY		
DATE OF BIRTH:	03/12/1960	SSN	[REDACTED]		
MOTHER'S MAIDEN NAME:	Kenaston	DRIVER'S LICENSE #:	S53365956	STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	5 6	WEIGHT:	170
EYE COLOR:	Green				
CURRENT ADDRESS:	48 Sheffield Terrace				
CITY/TOWN:	Marlborough	STATE:	MA	ZIP:	01752
FORMER ADDRESS:					
CITY/TOWN:		STATE:		ZIP:	

PRINT AND SIGN

PRINTED NAME:	Thomas Moore	APPLICANT/EMPLOYEE SIGNATURE:	<i>Thomas Moore</i>
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NOTARY INFORMATION

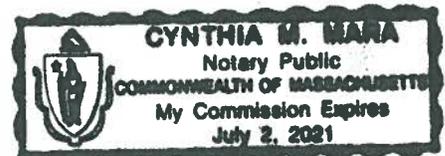
On this date 6/19/2015 before me, the undersigned notary public, personally appeared Tom Moore
 (name of document signer), proved to me through satisfactory evidence of identification, which were Confirmed
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

[Signature]
NOTARY

DIVISION USE ONLY

REQUESTED BY:	[REDACTED]
	SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

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



Att: 5-B

Copy

MASSACHUSETTS
DRIVER'S LICENSE

COMMONWEALTH OF MASSACHUSETTS



1 ISS: 02-10-2015 2 END: NONE 4 NUMBER: S53365956
3b EXP: 03-12-2020 7 DOB: 03-12-1960
6 CLASS: D 12 REST: B 15 SEX: M 14 NOT S-G: 12-12-2009

1 MOORE
2 THOMAS M
3 48 SHEFFIELD TERR
4 MARLBOROUGH, MA 01752-1785

5 DO 02-19-2015 Rev 07-15-2009

Tom Moore

Att:6

SHARE PURCHASE AGREEMENT

This Agreement is made between Thomas McLaughlin, of Chestnut Hill, Massachusetts (hereinafter "McLaughlin"), and Thomas Moore, of Marlborough, Massachusetts (hereinafter "Moore").

WHEREAS, McLaughlin is the sole shareholder of Indoor Sports Management, Inc. (hereinafter "ISM"); and

WHEREAS, McLaughlin wishes to sell his entire ownership interest in ISM; and

WHEREAS, Moore wishes to purchase said entire ownership interest in ISM;

NOW, THEREFORE, McLaughlin and Moore agree as follows:

1. Purchase of Ownership Interest. McLaughlin hereby transfers and sells his entire ownership interest in and to ISM to Moore, and Moore hereby purchases the entire ownership interest in and to ISM.
2. Purchase Price. The Purchase Price shall be the sum of Ten and No/100ths (\$10.00) Dollars for the ownership interest as aforesaid.
3. Payment of Purchase Price. Payment of the Purchase Price hereby is acknowledged by McLaughlin and Moore.
4. Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
6. Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of the Agreement.
7. Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

8. Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement. or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

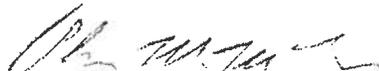
Executed under seal this ^{22nd} day of November , 2010

THOMAS MOORE,
an individual

THOMAS MCLAUGHLIN,
an individual



Thomas Moore



Thomas McLaughlin