RECOMMENDATION OF THE INVESTIGATOR

LICENSEE: Indoor Sports Management, Inc. **TOWN: Acton**

APPLICATION FOR: ( ) New License ( ) New Officer/Director ( ) Pledge of License ( ) Transfer of License ( ) Change of Location ( ) Transfer of Stock ( ) Alter Premises Other: ( ) Pouring Permit

✓ **I have reviewed this application and recommend it be returned to the local licensing authority for the following reasons**

This application needs to be a transfer of stock since ownership is changing. This will require a newspaper notice for the transfer of stock.

Retail license application;

✓ Section 2; List Transfer of stock

✓ Section 7; Exits ? (list all including emergency)

✓ Seating (how many seats), occupancy number (how many persons allowed in the building including seated and staff)

✓ Submit one proof of citizenship for the sole director (passport, voters or birth certificate)
Att. 5-B

✓ Make sure certificate of good standing from, the Department of revenue is within 90 days of the resubmittal date.

Applicant may provide above documents to the Acton licensing authority and submit for reconsideration.

Investigator Brad M. Doyle

10/28/15
Date

RECEIVED
2015 OCT 29 PM 1:04
ALCOHOLIC BEVERAGES CONTROL COMMISSION

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

☐ For Reconsideration

S.L.

FORM 43
MUST BE SIGNED BY LOCAL LICENSING AUTHORITY

000600033	Acton	9/28/15
ABCC License Number	City/Town	Local Approval Date

TRANSACTION TYPE (Please check all relevant transactions):

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

Name of Licensee: Indoor Sports Management, Inc EIN of Licensee: 04-3277865

D/B/A: Overtime Bar Manager: Catherine Milhomme

ADDRESS: 30 Great Road CITY/TOWN: Acton STATE: MA ZIP CODE: 01720

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

OCT 09 2015

Complete Description of Licensed Premises:

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

Application Filed: 8/6/2015 - 3:15 PM (Date & Time) Advertised: September 17, 2015 (Date & Attach Publication) Abutters Notified: Yes ☐ No ☒

Licensee Contact Person for Transaction: Catherine Milhomme Phone: 978-287-5533

ADDRESS: 30 Great Road CITY/TOWN: Acton STATE: MA ZIP CODE: 01720

Remarks:

The Local Licensing Authorities By:

RETURN NO ACTION
SL

OCT 28 2015

ABCC Remarks:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

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). 6367
for instructions on how to obtain a certificate of good standing.

Date 8/6/15
Facility OVT
Approval OK
G/L Account 6465-102000
Txfr McL to Moore

MASSACHUSETTS DEPT. OF REVENUE
PO BOX 7021
BOSTON, MA 02204

MARK E. NUNNELLY, COMMISSIONER
CHARLENE HANNAFORD, ACTING DEPUTY COMMISSIONER

INDOOR SPORTS MANAGEMENT INC 080C
48 SHEFFIELD TER
MARLBOROUGH MA 01752-1785

Notice 80619 OP
T/P ID 043 277 865
Date 11/20/15
Bureau CERTIFICATE

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

The Commissioner of Revenue certifies as of the above date, that the above named individual or entity is in compliance with its tax obligations payable under M.G.L. c. 62C, including corporation excise, sales and use taxes, sales tax on meals, sales and use tax on Boats/RV, withholding taxes, room occupancy excise and personal income taxes, with the following exceptions.

This Certificate certifies that individual taxpayers are in compliance with income tax obligations and any sales and use taxes, sales tax on meals, withholding taxes, and/or room occupancy taxes related to a sole proprietorship. Persons deemed responsible for the payment of these taxes on behalf of a corporation, partnership or other business entity may not use our automated process to obtain a Certificate.

This Certificate does not certify that the entity's standing as to taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law. Taxpayers required to collect or remit the following taxes must submit a separate request to certify compliance: Alcoholic Beverage Excise, Cigarette Excise, International Fuels Tax Agreement, Smokeless Tobacco or Ferry Embarkation.

THIS IS NOT A WAIVER OF LIEN ISSUED UNDER GENERAL LAWS, CHAPTER 62C, SECTION 52.

Very truly yours,

Charlene Hannaford, Acting Deputy Commissioner

Print Form

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

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

ECRT CODE: RETA

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: 1262

IF USED EPAY, CONFIRMATION NUMBER:

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY): 000600033

LICENSEE NAME: Indoor Sports Management, Inc. dba Overtime

ADDRESS: 30 Great Road

CITY/TOWN: Acton STATE: MA ZIP CODE: 01720

TRANSACTION TYPE (Please check all relevant transactions):

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

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: Tm Moore

(rev.3/26/13)

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
- [x] New Officer/Director
- [x] 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:

- [x] §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
- [x] Wine & Malt Beverages Only
- [ ] Wine or Malt Only
- [ ] Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

- [x] 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. Please note that this must be identical to the description on the Form 43. **Your description MUST include: number of floors, number of rooms on each floor, any outdoor areas to be included in licensed area, and total square footage**. i.e.: "*Three story building, first floor to be licensed, 3 rooms, 1 entrance 2 exits (3200 sq ft); outdoor patio (1200 sq ft); Basement for storage (1200 sq ft). Total sq* ft = 5600."

One room with a bar top area, full prep kitchen, and a walk-in cooler. There is one main entrance and exit, and one exit to kitchen which has an exit to hallway. This is served as an 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 ☒

If Yes, Landlord Entity must be listed in Question # 10 of this application.

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): Corporation

Other :

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

Date of Incorporation/Organization: 04/20/1995

State of Incorporation/Organization: MA

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, Secreta	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	§12 Restaurant	Indoor Sports Mangement, Inc. dba Replays 185 Otis St. Northborough MA
Thomas Moore	§12 Restaurant	Sports View Bar & Deli 170 Jefferson Blvd, Warwick RI 02888
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	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 DISIPLINARY 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:	$0.00
B. Purchase Price for Business Assets:	$0.00
C. Costs of Renovations/Construction:	$0.00
D. Initial Start-Up Costs:	$0.00
E. Purchase Price for Inventory:	$0.00
F. Other: (Specify)	$0.00
G: TOTAL COST	$0.00
H. TOTAL CASH	$0.00
I. TOTAL AMOUNT FINANCED	$0.00

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: **existing business since 04/20/1995**

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: Th 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

MA SOC Filing Number: 201017765900 Date: 11/16/2010 5:23:00 PM

No Fee

The Commonwealth of Massachusetts
William Francis Galvin

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:

X *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

X 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

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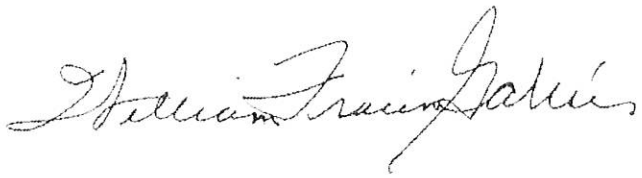
All Rights Reserved

MA SOC Filing Number: 201017765900 Date: 11/16/2010 5:23:00 PM

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



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

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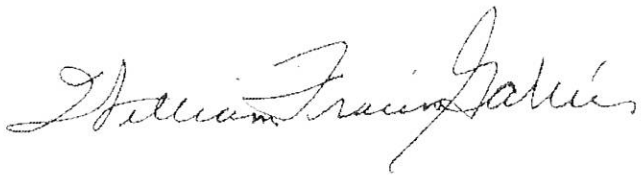
All Rights Reserved

MA SOC Filing Number: 201147573000 Date: 6/16/2011 4:14:00 PM

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



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:

X *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

X 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

X 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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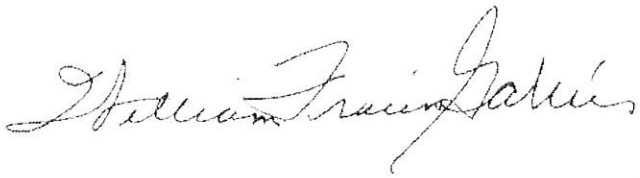
MA SOC Filing Number: 201147597790 Date: 6/17/2011 9:46:00 AM

THE COMMONWEALTH OF MASSACHUSETTS

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

June 17, 2011 09:46 AM



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 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. - Acton

Sincerely,

Tom Moore

Tom Moore
President, Indoor Sports Management, Inc.

978.287.0212 • (f) 978.287.0211 • www.teamworkscenters.com • 30 Great Road • Acton, MA 01720

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:

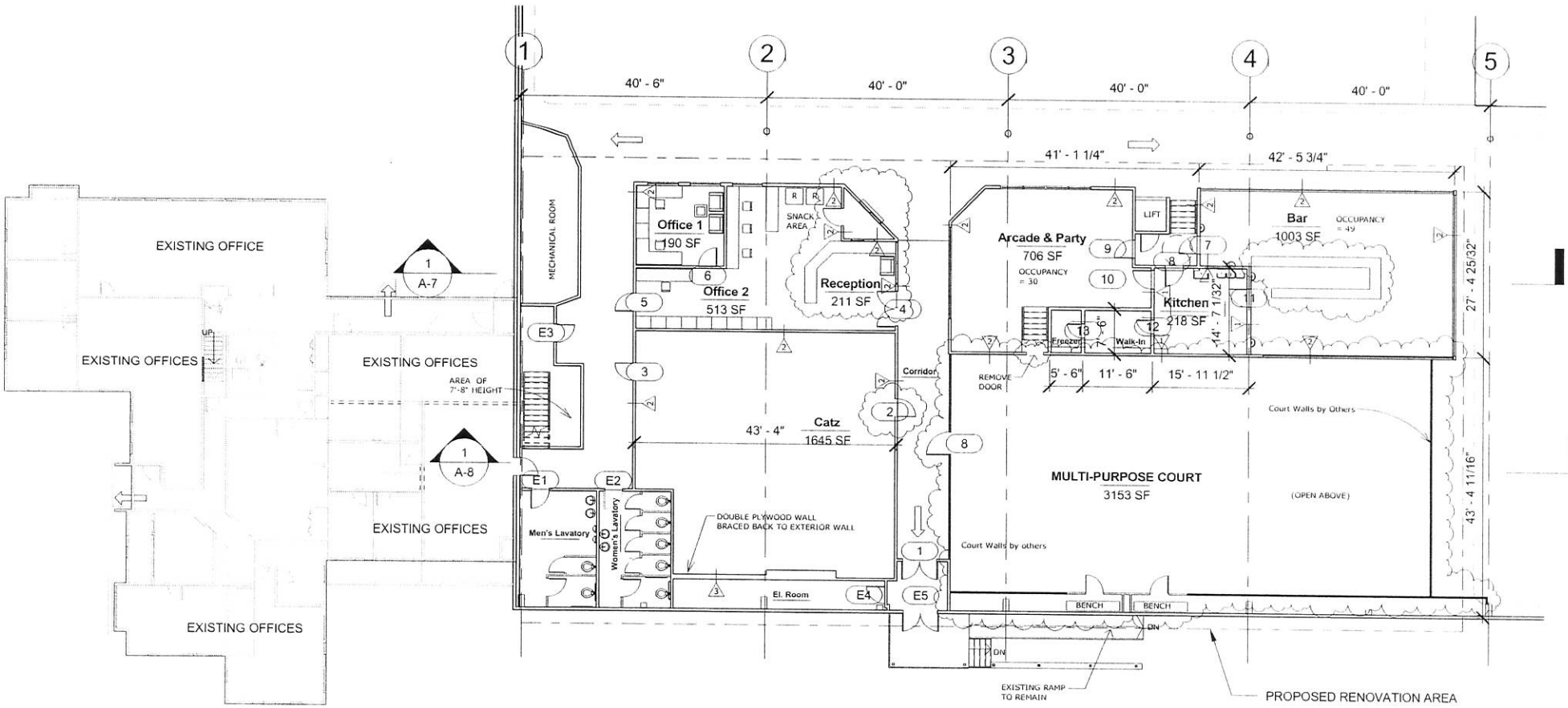
VOTED: That the officers of the Corporation are, and each of them is, hereby authorized, on behalf of the Corporation, to prepare and file with the Town of Acton and the ABCC, all necessary applications in order to receive approval of the transfer of all outstanding shares of the Corporation from Thomas 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"

TeamWorks	Indoor Sports Center 30 Great Road Acton, MA 01720	No.	Description	Date	Proposed 1st Floor Plan - Partial	
ELTON+HAMPTON ARCHITECTS 103 Terrace St. Boston, MA 02120		1	AS-BUILT SET	6/11/2015	Project number: Project Number Date: 6/19/2013 Drawn by: VeRasko Checked by: Checker	A-1 Scale 1/16" = 1'-0"

2015-06-11 오후 5:27:45

Att: 3

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 unreasonable 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 possessions 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, not withstanding 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 (!0) 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: 494-70-6125

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 (3): 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: T 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: (IF EXISTING LICENSEE) 000600033 **LICENSEE NAME:** Indoor Sports Management, Inc. dba Overtime **CITY/TOWN:** Acton

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: 494706125 ID THEFT INDEX PIN (IF APPLICABLE):

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: T Moore

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.

NOTARY

CYNTHIA M. MARA
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
July 2, 2021

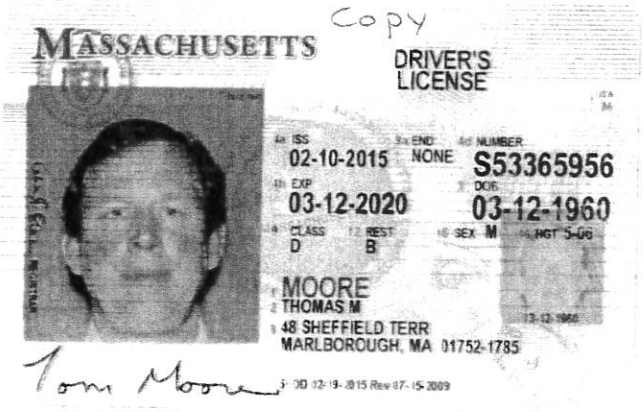
DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

The DCJI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJI. 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 DCJI via mail or by fax to (617) 660-4614.**

Att: 5-B



Copy

MASSACHUSETTS

DRIVER'S LICENSE

4a ISS 02-10-2015

3a END NONE

4d NUMBER S53365956

4b EXP 03-12-2020

3 DOB 03-12-1960

9 CLASS D

12 REST B

16 SEX M

15 HGT 5-06

1 MOORE

2 THOMAS M

8 48 SHEFFIELD TERR
MARLBOROUGH, MA 01752-1785

Tom Moore

DD 02-19-2015 Rev 07-15-2009

AH:5-B

The Secretary of State of the United States of America hereby requests all whom it may concern to permit the citizen/national of the United States named herein to pass without delay or hindrance and in case of need to give all lawful aid and protection.

Le Secrétaire d'Etat des Etats-Unis d'Amérique prie par les présentes toutes autorités compétentes de laisser passer le citoyen ou ressortissant des Etats-Unis titulaire du présent passeport, sans délai ni difficulté et, en cas de besoin, de lui accorder toute aide et protection légitimes.

El Secretario de Estado de los Estados Unidos de América por el presente solicita a las autoridades competentes permitir el paso del ciudadano o nacional de los Estados Unidos aquí nombrado, sin demora ni dificultades, y en caso de necesidad, prestarle toda la ayuda y protección lícitas.

Tom Moore

SIGNATURE OF BEARER/SIGNATURE DU TITULAIRE/FIRMA DEL TITULAR

NOT VALID UNTIL SIGNED

PASSPORT
PASSEPORT
PASAPORTE

USA

UNITED STATES OF AMERICA

Type / Type / Tipo: **P**
Code / Code / Código: **USA**
Passport No. / No. du Passeport / No. de Pasaporte: **221736977**

Surname / Nom / Apellidos
MOORE

Given names / Prénoms / Nombres
THOMAS MICHAEL

Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento
12 MAR 1960

Sex / Sexe / Sexo: **M**
Place of birth / Lieu de naissance / Lugar de nacimiento: **NEW YORK, U.S.A.**

Date of issue / Date de délivrance / Fecha de expedición: **14 MAR 2007**
Authority / Autorité / Autoridad: **United States Department of State**

Date of expiration / Date d' expiration / Fecha de caducidad: **13 MAR 2017**

Amendments / Modifications / Enmiendas
SEE PAGE 24

P<USAMOORE<<THOMAS<MICHAEL<<<<<<<<<<<<<<<<<<<<
2217369776USA6003128M1703135<<<<<<<<<<<<<<<<08

AH: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 Moore

THOMAS MCLAUGHLIN,
an individual

Thomas McLaughlin

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
- ☑ Petition for Transfer of Ownership CK 1262
- ☑ 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

ATTACHMENTS:

Application Attachments

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.

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

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

IMPORTANT ATTACHMENTS (4): 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 in the Landlord must be disclosed in §10 and must submit a completed Personal Information Form attached to this application. Entity formation documents for the Landlord entity must accompany the application to confirm the individuals disclosed.

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.

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 should include a minimum of three (3) months of bank statements.

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.

IMPORTANT ATTACHMENT: **CERTIFICATE OF GOOD STANDING FROM DOR**

Personal Information Form

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