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ORDER NO. 2023-049-002
REQUEST OF THE ECONOMIC DEVELOPMENT AND HOUSING SUBCOMMITTEE

UPON THE REQUEST OF THE ECONOMIC DEVELOPMENT AND HOUSING SUBCOMMITTEE, THE CITY OF FRAMINGHAM, THROUGH THE FRAMINGHAM CITY COUNCIL, IT IS SO ORDERED:

That the City Council voted to authorize the Mayor to sign on behalf of the City and approve the Tax Increment Financing (TIF) for A.J. Seabra Supermarkets XV, Inc. and its affiliate A.M.S. Massachusetts Real Estate Holdings, LLC, for grocery store to be located at 35 Concord Street totaling \$1.25 million over 7 years. In addition, the City will apply for a HUD Section 108 Assistance funding totaling \$1 million to benefit the Seabra Foods grocery store at this location.

FIRST READING

YEAS: Alexander, Bryant, Cannon, King, Leombruno, Long, Mallach, Ottaviani, Stefanini, Steiner, Stewart-Morales
NAYS: None
ABSTAIN: None
ABSENT: All members were present in person or via teleconference
PASSED IN COUNCIL: May 30, 2023

AND FURTHER:

That the City Council voted to approve the proposed attached Tax Increment Financing (TIF) for A.J. Seabra Supermarkets XV, Inc. and its affiliate A.M.S. Massachusetts Real Estate Holdings, LLC, for grocery store to be located at 35 Concord Street. The agreement now provides for both a Real Estate ex-emption, capped at \$1,250,000 over 7 years and for a Personal Property exemption anticipated to total \$96,391. The TIF as agreed is set forth, as attached.

SECOND READING

YEAS: Alexander, Bryant, Cannon, King, Leombruno, Long, Mallach, Ottaviani, Stefanini, Steiner
NAYS: None
ABSTAIN: None
ABSENT: All members were present in person or via teleconference
PASSED IN COUNCIL: July 18, 2023

City of Framingham



The City Council of Framingham



A TRUE RECORD, ATTEST:

7/21/2023

Date Approved

7/21/23

Date Approved

Lisa Ferguson

Lisa A. Ferguson, City Clerk
Emily L. Butler, Assistant City Clerk

Charlie Sisitsky

Charlie Sisitsky, Mayor

A TRUE COPY ATTEST

Lisa Ferguson

LISA FERGUSON, CITY CLERK
FRAMINGHAM, MA

UPON THE REQUEST OF THE FINANCE SUBCOMMITTEE, MOVE THAT

The City Council vote:

That the Mayor be authorized to negotiate a Tax Increment Financing Agreement with Seabra Foods over 7 years, with a total tax forbearance amount not exceeding \$1.25 million. The approximate value of the exemption amounts are as follows:

TAX YEAR	FULL VALUE			*Estimated ANNUAL TAX AMOUNT w TIF	*Estimated ANNUAL TAX AMOUNT w/o TIF	ANNUAL TAX Difference
	<i>Real Estate only</i>	(exemption amount)	(TIF adjusted value)			
1	1,035,500	0	1,035,500	\$28,238	\$28,238	\$0
2	10,035,500	8,927,515	1,107,985	\$30,215	\$273,668	\$243,453
3	10,135,855	8,502,795	1,633,060	\$44,534	\$276,405	\$231,871
4	10,237,214	7,623,379	2,613,834	\$71,279	\$279,169	\$207,890
5	10,339,586	7,185,805	3,153,781	\$86,004	\$281,961	\$195,957
6	10,442,982	6,742,979	3,700,002	\$100,899	\$284,780	\$183,881
7	10,547,411	4,496,703	6,050,709	\$165,003	\$287,628	\$122,625
8	10,652,885	2,247,525	8,405,361	\$229,214	\$290,504	\$61,290
9	10,759,414	0	10,759,414	\$293,409	\$293,409	\$0
	84,186,347	45,726,702	\$38,459,645	\$1,048,795	\$2,295,762	\$1,246,967

And that a copy of the Tax Increment Financing Agreement be provided to Council for approval upon completion of negotiation of the terms.



CITY OF FRAMINGHAM

OFFICE OF THE CHIEF FINANCIAL OFFICER/ DIRECTOR OF ADMINISTRATION AND FINANCE

Louise L.E. Miller, J.D.
 Chief Financial Officer/Director of
 Administration and Finance

office phone (508) 532-5426
 email address: lmiller@framinghamma.gov
 www.framingham.gov

MEMORIAL BUILDING
 150 Concord Street
 Framingham, MA 01702

To: City Council
 From: Louise L.E. Miller, Chief Financial Officer
 Cc: Mayor Charles J. Sisitsky
 Michael A. Tusino, III, Chief Operating Officer
 Sarkis Sarkisian, Director of Planning and Community Development
 Date: July 14, 2023
 Re: Proposed Seabra Foods Tax Increment Financing Agreement

City Council voted to authorize the Mayor to negotiate a Tax Increment Financing for the Seabra Foods grocery store to be located at 35 Concord Street. The negotiated agreement is attached. The only change in the terms separates the Real Estate Exemption from the Personal Property exemption. The agreement now provides for both a Real Estate exemption, capped at \$1,250,000 over 7 years and for a Personal Property exemption anticipated to total \$96,391. The TIF as agreed is set forth below:

Current Square Footage =		23,000									
Base Assessed Value = \$		1,035,500									
Incremental Assessed Value = \$		9,000,000									
New Market Assessed Value = \$		10,035,500									
Estimated Annual Base Tax Payment = \$		28,238									
FY23 Tax Rate per \$1000 = \$		27.27									
Initial Incremental Annual Tax = \$		245,430									

Year	Estimated Current Property Tax (Base Only)	Estimated Incremental Assessed Value	Estimated New Incremental Annual RE Property Tax	% Exempt	Estimated TIF Savings to Company	Estimated Incremental Tax w/TIF to City	Estimated PP Value	Estimated PP Savings to Company	Estimated PP Property Tax to City	Estimated Total RE/PP Taxes to City (Base + New)
1	28,238	9,000,000	245,430	100%	245,430	0	700,000	19,089	0	28,238
2	28,238	9,000,000	245,430	95%	233,159	12,271	700,000	17,180	1,909	42,418
3	28,238	9,000,000	245,430	85%	208,616	36,814	700,000	15,271	3,818	68,870
4	28,238	9,000,000	245,430	80%	196,344	49,086	700,000	13,362	5,727	83,051
5	28,238	9,000,000	245,430	75%	184,073	61,357	700,000	11,453	7,636	97,231
6	28,238	9,000,000	245,430	50%	122,715	122,715	700,000	10,499	8,590	159,543
7	28,238	9,000,000	245,430	25%	61,358	184,072	700,000	9,545	9,545	221,855
Real & PP Pr	197,666		1,718,010		1,251,695	468,315		96,399	37,224	701,205
TOTALS			TIF Real Estate CAP		1,250,000	468,010		96,399	37,224	702,900
					Total Tax Savings to Company	Net New RE Tax to City		Total PP Tax Savings to Company	Net New RE Tax to City	Total RE/PP to City
								Total RE/PP Tax Savings to Company		
								1,346,399		

Projected assessed values shown are estimates
 Actual assessed values to be determined by local Assessor upon completion of renovation project
 Assumptions based on no annual inflation factor increase in assessed property values or tax rate
 Actual property values or tax rate may change
 The personal property value is estimated at \$1 million. The operating entity is a corporation and is exempt from certain personal property taxes and potential depreciation. Estimated value is \$7

TAX INCREMENT FINANCING AGREEMENT

BY AND BETWEEN

THE CITY OF FRAMINGHAM,

**A.J. SEABRA SUPERMARKETS XV, INC.
AND ITS AFFILIATE**

**A.M.S. MASSACHUSETTS REAL ESTATE
HOLDINGS, LLC**

This **TAX INCREMENT FINANCING AGREEMENT** (the “TIF Agreement” or the “Agreement”) is made as of this ___ day of _____ 2023 by and between the City of Framingham (the “City”), A.J. Seabra Supermarkets XV, Inc. (referred to as the “Company”), and A.M.S. Massachusetts Real Estate Holdings, LLC (referred to as the “Property Owner”).

WHEREAS, the City is a Massachusetts municipal corporation acting through its Mayor and having its principal office located at 150 Concord Street, Framingham, MA 01702; and

WHEREAS, the Company is a Massachusetts Corporation having its principal place of business located at 574 Ferry Street, Newark, New Jersey 07105, and is authorized to do business in Massachusetts; and

WHEREAS, the Property Owner is a Massachusetts Limited Liability Company, having its principal place of business located at 574 Ferry Street, Newark, New Jersey 07105; and

WHEREAS, the Company has rented retail space at 208 Waverley Street, Framingham, MA 01702 (“Rented Premises”), and operates a grocery store in the City located on the Rented Premises; and

WHEREAS, the Company’s current lease for the Rented Premises will terminate on June 30, 2024; and

WHEREAS, the Company desires to continue operating a grocery store in the City and, to that end, the Property Owner plans to purchase and lease to the Company property in the City suitable for development as a grocery store; and

WHEREAS, the Property Owner plans to purchase real property at 35 Concord Street, as further depicted on the attached Framingham City Assessor's Map as Tax Parcel 128-86-9167 (the “Property”); and

WHEREAS, the Property Owner shall enter into a lease with the Company at the Property for grocery store use; and

WHEREAS, the Company intends to complete improvements on the Property, for the purposes of operation of a grocery store and related operations (the “Project”). The premises to be improved shall be referred to herein as the “Facility”); and

WHEREAS the Project investment at the Property is an estimated \$8.5 million, including approximately \$3.5 million for property purchase by the Property Owner and approximately \$4 million for renovation costs and \$1 million for personal property paid for by the Company; and

WHEREAS, the Company agrees to retain 20 full time jobs and create 15 permanent full-time jobs at the Facility that will be open to qualified residents of Framingham; and

WHEREAS, the Company intends to apply for status as a Local Incentives-Only Project under the Massachusetts Economic Development Incentive Program (“EDIP”); and

WHEREAS, the Company submitted to the City, on June 29, 2023, an amended letter of intent, required under the Massachusetts EDIP; and

WHEREAS, the City strongly supports increased economic development to provide additional jobs for residents of Framingham, to expand business within the City, and to develop a healthy economy and stronger tax base; and

WHEREAS, the Project and its related job creation will further the economic development goals and criteria established for the City; and

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and in accordance with authorization from the Framingham City Council and applicable law, the parties hereby agree as follows:

A. THE CITY'S OBLIGATIONS

1. Framingham City Council approved the provisions of this TIF Agreement on July 18, 2023. Pursuant to the City Council Order, a certified copy by the City Clerk attached hereto, the Mayor is authorized to execute this TIF Agreement on the City's behalf, and to monitor and enforce compliance by the Company and Property Owner with this TIF Agreement's terms. The Mayor is further authorized to act for and on behalf of the City in any proceedings before the Economic Assistance Coordinating Council (“EACC”) relating to this TIF Agreement.
2. A Tax Increment Financing (“TIF”) exemption (the “Exemption”) is hereby granted to the Company and the Property Owner by the City in accordance with Massachusetts General Laws Chapter 23A, Sections 3A to 3F; Chapter 40, Section 59; and Chapter 59, Section 5, Clause 51 and the applicable regulations thereunder. The Exemption for real estate taxes and personal property taxes shall be for a period of seven (7) years (the “Exemption Term”), commencing in the fiscal year for which the City has increased the assessed value at the Property to the full assessed value of the Project at the Property (the first day of such fiscal year in which said full assessed valuation occurs is hereinafter referred to as the “Start Date”, which date shall be no earlier than the first day of the fiscal year following the date a certificate of occupancy has been issued to allow the Company to use and occupy the Project); and shall provide an exemption from real estate taxation of the new incremental value of the Property resulting from the Project, as determined by the City Assessor, as follows:

FACILITY'S REAL and PERSONAL PROPERTY TAX EXEMPTION SCHEDULE

Year	Exemption Percentage
Year 1	100
Year 2	95
Year 3	85
Year 4	80
Year 5	75
Year 6	50
Year 7	25

3. The anticipated assessed base valuation of the real Property shall be \$1,035,500.
4. The assessed base valuation shall be adjusted annually by an adjustment factor, which reflects increased or decreased commercial and industrial property values of properties not subject to tax increment financing within the community, as provided in Chapter 40, Section 59 of the Massachusetts General Laws. This adjusted assessed base valuation will remain fully taxable (i.e., the Exemption shall not apply to or be calculated with respect to the adjusted assessed base valuation and no portion of the adjusted assessed base valuation shall be eligible for exemption from Chapter 59 property taxation) throughout the term of this TIF Agreement. Only the increased value or "increment" created by improvements will be the amount eligible for exemption from taxation.
5. Notwithstanding the foregoing Exemption Schedule or anything in this Agreement to the contrary, the total amount of the Real Property Exemption authorized by this Agreement commencing on the date hereof, shall not exceed an aggregate of \$1,250,000 for the entire Exemption Term (the "Total Exemption"). Once the Total Exemption has been granted to the Company, the Company shall not be entitled to any further Real Estate Exemption, even if the Exemption Term has not expired. The Total Exemption shall not be increased, and the Exemption Schedule shall not be adjusted, without approval of the City Council.
6. In addition to the Real Property Exemption, the Company is also subject to Personal Property taxes, which will be exempted ("Personal Property Exemption") at the same percentages as the Real Property Exemption in accordance with Massachusetts General Laws Chapter 59, Section 5, Clause 51. The Total Exemption limitation shall not apply to the Personal Property Exemption.

B. THE COMPANY AND PROPERTY OWNER OBLIGATIONS

1. The City is granting the Exemption for the Project in consideration of the following commitments:
 - (a) Provided the Company receives the necessary and appropriate governmental and regulatory approvals to do so, the Company shall make capital improvements for a total minimum commitment of approximately \$5 million in equipment and improvements needed to support a grocery and related operations at the Facility.

The Company shall diligently pursue permits and approvals by the City of Framingham and/or other applicable governmental authorities (collectively, the "Governmental Approvals") which are necessary to complete the Project, and expects to complete the Project within twelve months of the issuance, beyond applicable appeal periods, and in the event of construction delays no later than twenty-four months following the Governmental Approvals. The Property Owner also agrees to ensure that all municipal permit fees required in connection with such improvement and investment are timely paid.

- (b) The Property Owner agrees to timely pay all of the taxes owed to the City over the term of this TIF Agreement; and
- 2. The Company shall retain 20 full-time jobs and create 15 new permanent full-time jobs at the Facility over a three (3) year period commencing upon the issuance of a Certificate of Occupancy for the Project.
- 3. The Company's retention and creation plans are outlined in the Employment & Job section of the EDIP Local Incentive-Only Application to be submitted to the State in connection with the request for the TIF exemption.
- 4. The Company agrees to use commercially reasonable efforts to open new full-time jobs at the Facility to qualified residents of Framingham.
- 5. The Company and Property Owner shall use reasonable efforts to solicit qualified Framingham businesses, vendors and suppliers to participate in requests for quotations for goods and services to be purchased by the Company or Property in regard to the Project.
- 6. In each year of the Agreement, the Company shall submit an annual report pursuant to Massachusetts General Laws Chapter 23A, Section 3F to the Massachusetts Economic Assistance Coordinating Council ("EACC") through the Commonwealth's on-line portal for each year of the application designation with a copy submitted to the City. The Company shall also provide an annual written report on job creation and retention, new investments, and any other information requested by the City at the Facility to the Office of the Framingham Chief Financial Officer/Director of Administration and Finance no later than the end of January of each year with respect to the immediately preceding fiscal year during which this TIF Agreement is in effect. The annual report shall include:
 - (a) Employment levels at the Facility at the end of the reporting period, with a designation of which employees (by their start date) are net new employees as of the effective date of this Agreement;
 - (b) The specific number of Framingham residents respectively employed at the Facility at the end of the reporting period;
 - (c) Full accounting of the commercially reasonable efforts made by the Company to open new permanent full-time jobs at the Facility to qualified residents of Framingham;
 - (d) Narrative of the commercially reasonable efforts made by the Company to offer Framingham businesses, vendors and suppliers the opportunity to participate in requests

for quotations for goods and services to be purchased by Seabra as part of the Project, including but not limited to the improvements to the Facility, as well as the purchase of new personal property as part of the Project; and

- (e) The Company and Property Owner's financial contribution to the City (including but not limited to property taxes, personal property taxes, motor vehicle excise taxes, and water and sewer fees) for the fiscal year.

During the term of this TIF Agreement, the Company and Property Owner will also provide the City with any information related to the Project, and/or to Project improvements to the Facility which the parties mutually agree should be provided. The Company and Property Owner shall provide to the City a copy of any documents filed with the EACC in connection with the Facility or Project.

7. If the Company and the Property Owner fail to meet the obligations specified in Section B of this Agreement, the City may take action to notify the EACC and/or request the EACC to revoke approval of this Agreement. Upon the EACC revocation of its approval of this Agreement, the City shall discontinue the TIF benefits provided to the Company and the Property Owner, commencing with the first fiscal year in which the Project is decertified, or if such benefits have already been received by the Company for the fiscal year in which the Project has been decertified, commencing as of the fiscal year immediately following that fiscal year.
8. Prior to taking any action to request revocation of this Agreement by the EACC pursuant to Paragraph B.7, the City shall give written notice of the alleged material default to the Company and the Property Owner, and provide the Company and the Property Owner an opportunity to meet with the City officials having the relevant authority under this Agreement to discuss a remedy for the alleged default. The Company and Property Owner shall have forty five (45) days from the receipt of such written notice to respond to the City regarding any alleged default, and one hundred twenty (120) days from the receipt of such written notice to remedy such alleged default, or, with respect to alleged defaults which by mutual agreement of the Parties cannot be remedied within such one-hundred-twenty (120) day period, within such additional period of time as agreed to reasonably remedy such alleged default, provided the Company and Property Owner exercise due diligence in the remedying of such alleged default.
9. In addition to discontinuance of benefits as set forth in Paragraph B.7, the City shall recapture the value of the real estate taxes not paid due to the Exemptions provided herein. Pursuant to Massachusetts General Laws Chapter 23A, Section 3F(e), said recapture shall be made through a special assessment on the Property Owner in the municipal fiscal year that follows the EACC's decision to revoke project certification. The assessment, payment, and collection of said special assessment shall be governed by procedures provided for the taxation of omitted property pursuant to Massachusetts General Laws Chapter 59, Section 75, notwithstanding the time period set forth in said Chapter 59 for which omitted property assessments may be imposed for each of the fiscal years included in the special assessment.
10. If the Company plans to move from the Property during the Exemption Term, the Company shall give the City one hundred twenty (120) days advance written notice. The TIF Agreement shall then terminate upon such move and the assessed value shall revert to current market value.

11. Notwithstanding any assignment of the Company or Property Owner's interest in this Agreement, the Company or Property Owner shall remain primarily liable for the performance of this Agreement. The Property Owner may assign, convey or otherwise transfer its rights under this Agreement to a wholly related entity without prior consent. The Property Owner shall provide written notice to the City of such transfer. The Property Owner may assign, convey, or otherwise transfer its rights under this Agreement to any other subsequent owner only upon written consent of the Mayor. All original terms and conditions of the Agreement shall apply to the new Property owner. Any subsequent Property Owner shall comply with the Property Owner's duties and obligations under this Agreement. The Company may assign, convey, or otherwise transfer its rights under this Agreement to a wholly related entity who shall become the tenant under the lease of the Property from the Property Owner without prior consent. The Company shall provide written notice to the city of such transfer. The Company may assign, convey, or otherwise transfer its rights under this Agreement to any other subsequent operator only with written consent of the Mayor. All original terms and obligations of this Agreement shall apply to the new operator. Any subsequent operator shall comply with the Company's duties and obligations under this Agreement.
12. The Company or Property Owner will not seek a real estate tax abatement for any fiscal year covered by this Agreement. The parties hereby agree that in the event that the Property or any portion of it becomes subdivided, partitioned into multiple parcels, or combined to form new parcels, the tax abatement prohibition set forth in this paragraph shall apply only to the parcel on which the Facility is located.

C. OTHER CONSIDERATIONS

1. Pursuant to Massachusetts General Law, this Agreement shall be binding upon the Property Owner, and its successors and assigns, and all subsequent owners of the Facility, so long as the Project's certification has not been revoked by EACC.
2. This Agreement is subject to Massachusetts General Laws Chapter 23A, Section 3A to 3F, Chapter 40, Section 59, and Chapter 59, Section 5, Clause 51, and the applicable regulations thereunder, and it is the understanding of the parties that this Agreement is in compliance with such rules.
3. The Property Owner shall pass on all real estate tax savings resulting from this Agreement to the Company.
4. The matters described above as obligations of the Company and Property Owner are only conditions to the eligibility for tax exemptions under this Agreement and do not create any other enforceable obligation or covenants of the Company and Property Owner. The City's sole remedy for failure by the Company and/or the Property Owner to satisfy any of its respective obligations and conditions are set forth in Paragraphs B.7 through B.9 of this Agreement, inclusive.
5. Should any part, term or provision of this Agreement be declared to be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected thereby and said illegal or invalid part, term of

provision shall be deemed not to be a part of this Agreement.

6. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one contract.
7. Any notice required by this Agreement shall be in writing and sent, certified mail, return receipt requested, or delivered in hand, to Property Owner at the Facility's address, to the attention of insert name. Notice to the City shall be sent certified mail, return receipt, requested, or delivered in hand to the Mayor, Memorial Building, 150 Concord Street, Framingham, with a copy to the Chief Financial Officer/Director of Administration and Finance and the City Solicitor at the same address. Said notices shall be effective upon receipt. Any party may change its address for notice from time to time by serving notice on the other party as provided above. The date of service of any notice served by mail shall be the date upon which such notice is deposited in a Post Office of the United States Postal Service.
8. The time within which the Company and/or the Property Owner shall be required to perform any of the respective acts or obligations under this Agreement shall be extended to the extent that the performance of such acts or obligations shall be delayed by a Force Majeure Event and only for so long as said Force Majeure Event has continued. A Force Majeure Event means any supervening events or occurrences, such as acts of God, earthquakes, fire, acts of terrorism, pandemic, war, labor disputes, delays or restrictions by government bodies, or other causes that are beyond the reasonable control of the Company and/or the Property Owner.
9. This Agreement is subject for approval by the EACC pursuant to Massachusetts General Law, Chapter 23A, Section 3E of and the applicable regulations thereunder and this Agreement cannot be modified unless duly executed in writing by the all parties, subject to approval by the EACC.
10. The Company and Property Owner agree to allow the City to monitor compliance with this Agreement. The Company and Property Owner shall provide to the City to be held confidentially, upon reasonable request, access to such information as the City may deem necessary to monitor the Company's compliance.
11. The Each person executing this Agreement represents and warrants that he or she has been duly authorized to execute and deliver this Agreement by the entity for which he or she is signing, and this Agreement is the valid and binding agreement of such entity, enforceable in accordance with its terms.

SIGNATURES FOLLOW ON NEXT PAGE

WITNESSETH, the execution and delivery of this Agreement by the City, the Company and the Property Owner, as an instrument under seal as of the date first above written.

CITY OF FRAMINGHAM

By: _____

Date: _____

Name: Charles J. Sisitsky
Title: Mayor
City of Framingham

Approved as to Legality & Form

Name: Kathryn M. Fallon
Title: City Solicitor
City of Framingham

Date: _____

A.J. SEABRA SUPERMARKETS XV, INC.

By: _____

Name: Antonio M. Seabra
Title: President

Date: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.
On _____, 2023, before me, the undersigned notary public, personally appeared _____ of A.J. Seabra Supermarkets SV, Inc. and proved to me through satisfactory evidence of identification, which was _____, that s/he is the person whose name is signed on the preceding or attached document.

Notary Public
Printed Name: _____
My Commission Expires: _____

CERTIFICATE OF AUTHORITY

The undersigned, _____, hereby certifies as follows:

1. The undersigned is the _____ of the Company.
2. The undersigned hereby certifies that _____, _____ of the Company, is authorized to execute binding agreements on the Company's behalf, including without limitation this Agreement.

The undersigned has executed this certificate as of this date.

Name:
Title:
Dated: _____

A.M.S. MASSACHUSETTS REAL ESTATE HOLDINGS, LLC

By: _____

Name: Antonio M. Seabra

Title: Manager

Date: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On _____, 2023, before me, the undersigned notary public, personally appeared _____ of A.M.S. Massachusetts Real Estate Holdings, LLC and proved to me through satisfactory evidence of identification, which was _____, that s/he is the person whose name is signed on the preceding or attached document.

Notary Public
Printed Name: _____
My Commission Expires: _____

CERTIFICATE OF AUTHORITY

The undersigned, _____, hereby certifies as follows:

- 3. The undersigned is the _____ of the Company.
- 4. The undersigned hereby certifies that _____, _____ of the Company, is authorized to execute binding agreements on the Company's behalf, including without limitation this Agreement.

The undersigned has executed this certificate as of this date.

Name:
Title:
Dated: _____

ATTACHMENT

Property Map

