

Law Office of

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October 7, 2024

Meredith Hall, Chair Person
Milton Planning Board
Milton Town Hall
525 Canton Avenue
Milton, MA 02186

RE: Milton Marketplace
10 Bassett Street, Milton, MA 02186

Dear Chairperson Hall:

My clients, Mark E. Mignosa and Michael V. Mignosa, Trustees of the Antwerp Street Realty Trust (the owner of 10 Bassett Street, Milton, MA, known as the Milton Marketplace), have requested that I send a letter to the Milton Planning Board concerning what they believe to be a misunderstanding respecting the end of the tenancy of The Plate. Based upon what my clients have heard from various interested parties, neighbors, and from various social media sources, inaccurate information about this matter has spread throughout the Town of Milton. As a result, my client believes that it is important to let the Planning Board, neighbors and the public at large know the facts about how and why the tenancy ended.

The concern is that there may be a misimpression that my clients forced The Plate out or somehow conspired with another restaurateur to take over the space. Nothing could be further from the truth. To be clear, The Plate was a good and valuable tenant while occupying my clients' building from January 1, 2016 until June 30, 2024. Under the lease terms and amendments to the lease, the lease or tenancy extended to December 31, 2025.

My clients approached The Plate earlier this year, expressing an intention to expand the second floor restaurant space and expand the hours in order to drive more business to the second floor shops. The Plate was given the first opportunity to operate the expanded restaurant space with extended hours, but declined. At that point my clients offered to buy out the remainder of The Plate's lease. Again, The Plate had the right to occupy the premises through the end of 2025. My clients wanted to move sooner than that on their plan to expand the restaurant space, so they asked The Plate's owner, Suzanne Lombardi, to name a number that would satisfy her as a buyout of her remaining lease term. She named a number and my clients agreed to it. No one forced her out or treated her unfairly. She had a lease and could have stayed. She had the opportunity to run a larger

restaurant with later hours, but declined. Instead, she chose to accept a substantial cash payout in exchange for terminating her lease early.

Unfortunately rumors appear to have circulated suggesting that The Plate was evicted or somehow treated unfairly and, even further detached from reality, that my clients conspired with Abby Park to evict The Plate. To be clear, my clients' plan to expand the second floor restaurant space was entirely their own, and The Plate was given the first option to manage it, which it declined. Only then did my clients approach the operator of Abby Park.

Both parties were represented by counsel in regard to this negotiation and settlement of the terms of the lease. The result of this was solely a business decision made by both parties with the advice of their respective counsel. The Plate was loved by many Milton residents and was a valued tenant for many years. It would be unfortunate if opposition to a new restaurant in the space was motivated by a mistaken belief that The Plate was forced out or treated unfairly.

Very truly yours,



Michael F. Modestino

MFM/clm