

FRANKLIN TOWN COUNCIL

Agenda & Meeting Packet

August 21, 2019

Municipal Building

Council Chambers

355 East Central Street

2nd Floor

7:00 PM

1. ANNOUNCEMENTS

- a. *This meeting is being recorded by Franklin TV and show on Comcast channel 11 and Verizon Channel 29. This meeting may be recorded by others.*

2. CITIZEN COMMENTS

- a. *Citizens are welcome to express their views for up to five minutes on a matter that is not on the agenda. The Council will not engage in a dialogue or comment on a matter raised during Citizen Comments. The Town Council will give remarks appropriate consideration and may ask the Town Administrator to review the matter.*

3. APPROVAL OF MINUTES

- a. July 24, 2019

4. PROCLAMATIONS/RECOGNITIONS - None

5. APPOINTMENTS

- a. Fire Chief Pinning Ceremony

6. HEARINGS - None

7. LICENSE TRANSACTIONS

- a. The Chateau Restaurant of Franklin, Inc. New All-Alcoholic Beverages Restaurant License, 466 King Street

8. PRESENTATIONS/DISCUSSIONS - None

9. SUBCOMMITTEE REPORTS

- a. Capital Budget Subcommittee
- b. Budget Subcommittee
- c. Economic Development Subcommittee

10. LEGISLATION FOR ACTION

- a. Resolution 19-53: Rescind Outdated Bonds (**Motion to Approve Resolution 19-53 - Majority Vote (5)**)
- b. Resolution 19-54: Amendment to FY2020 Budget (**Motion to Approve Resolution 19-54 - Majority Vote (5)**)
- c. Resolution 19-55: Acceptance of Gift - Council on Aging (**Motion to Approve Resolution 19-55 - Majority Vote (5)**)
- d. Resolution 19-56: Acceptance of Gift - Franklin Senior Center (**Motion to Approve Resolution 19-56 - Majority Vote (5)**)

- e. Resolution 19-57: Acceptance of Gift - Franklin Fire Department (**Motion to approve Resolution 19-57 - Majority Vote (5)**)
- f. Resolution 19-58: Acceptance of Gift - Franklin Police Department (**Motion to approve Resolution 19-58 - Majority Vote (5)**)
- g. Zoning Bylaw Amendment 19-842: Changes to 185-40 Water Resource District - Second Reading (**Motion to Approve Zoning Bylaw Amendment 19-842: Changes to 185-40 Water Resource District - Two Thirds Majority Roll Call Vote (6)**)
- h. Bylaw Amendment 19-844: 225 Plain Street - Sewer System Extension - 1st Reading (**Motion to Move Bylaw Amendment 19-844: 225 Plain Street - Sewer Extension to a Second Reading - Majority Vote (5)**)

11. TOWN ADMINISTRATOR'S REPORT

12. FUTURE AGENDA ITEMS

13. COUNCIL COMMENTS

14. EXECUTIVE SESSION - *None Scheduled*

15. ADJOURN

Note:

Two-Thirds Vote: requires 6 votes

Majority Vote: requires majority of members present and voting

**FRANKLIN TOWN COUNCIL
MINUTES OF MEETING
July 24, 2019**

A meeting of the Town Council was held on Wednesday, July 24, 2019, at the Franklin Municipal Building, Council Chambers, 355 East Central Street, Franklin, Massachusetts. Councilors present: Patrick Casey, Robert Dellorco, Eamon McCarthy Earls, Melanie Hamblen, Glenn Jones, Matthew Kelly, Thomas Mercer, Peter Padula, Deborah Pellegrini. Councilors absent: None. Administrative personnel in attendance: Jamie Hellen, Town Administrator; Mark Cerel, Town Attorney; Chrissy Whelton, Assistant to the Town Administrator.

CALL TO ORDER: ► Chairman Mercer called the meeting to order at 7:00 PM with a moment of silence and the Pledge of Allegiance.

ANNOUNCEMENTS: ► Chairman Mercer announced the meeting is being recorded by *Franklin TV* and available for viewing on Comcast Channel 11 and Verizon Channel 29. This meeting may also be recorded by others.

CITIZEN COMMENTS: *None.*

APPROVAL OF MINUTES: ► *June 5, 2019, June 12, 2019, and June 26, 2019.* ► **MOTION** to Approve the June 5, 2019 meeting minutes by **Kelly**. **SECOND** by **Dellorco**. **No Discussion.** ► **VOTE:** **Yes-9, No-0, Absent-0.** ► **MOTION** to Approve the June 12, 2019 meeting minutes by **Kelly**. **SECOND** by **Padula**. **No Discussion.** ► **VOTE:** **Yes-9, No-0, Absent-0.** ► **MOTION** to Approve the June 26, 2019 meeting minutes by **Kelly**. **SECOND** by **Dellorco**. **No Discussion.** ► **VOTE:** **Yes-9, No-0, Absent-0.**

PROCLAMATIONS/RECOGNITIONS: *None.*

APPOINTMENTS: ► *Swearing in of 3 Firefighters.* ► Acting Fire Chief James Klich introduced new firefighters Benjamin Connell, Dana Kent, and Matthew LaFleur; he reviewed their backgrounds and experience. ► Town Clerk Teresa Burr performed the swearing in.

Chairman Mercer declared a two-minute recess.

► *Board of Registrars, Richard Kerr.* ► Mr. Jones read the Appointment. ► **MOTION** to **Appoint** Richard Kerr to serve as a member of the Board of Registrars by **Kelly**. **SECOND** by **Dellorco**. **Discussion:** ► Mr. Hellen stated it is a recommendation by the Town Clerk. He stated Mr. Kerr was not present at tonight's meeting. ► **VOTE:** **Yes-9, No-0, Absent-0.**

HEARINGS: ► *West Central Street Zoning.* ► **MOTION** to **Move** the hearing for West Central Street Zoning to September 18, 2019 at 7:10 PM by **Kelly**. **SECOND** by **Padula**. **No Discussion.** ► **VOTE:** **Yes-9, No-0, Absent-0.**

► *Zoning Bylaw Amendment 19-842: Changes to Chapter 185 section 40.D(3)(a).* ► Mr. Hellen stated Building Commissioner Gus Brown will answer questions on this item. He stated this item is on the agenda for a first reading. The Town Council had voted unanimously to refer this to the Planning Board; the Planning Board held a public hearing and approved this legislation. ► Mr. Brown stated this is a zoning adjustment. A discrepancy in the Zoning Bylaw was discovered this year. In 2013, there was a Zoning Bylaw Amendment in Section 185-40.D(1) allowing for impervious coverage up to 80 percent of a lot located within the Water Resource District without having to go to any boards for any special permits. This adjustment was made without looking at Section 185-40.D(3) which gave conflicting information. He stated they are asking the Town Council to approve the change to eliminate Section 185-40.D(3)(a). **Discussion:** ► Mr. Kelly asked for an example. ► Mr. Brown provided an example. He explained that the 80 percent

impervious coverage includes the building, parking lot, paving areas, etc. If it were more than 80 percent, a variance from the Zoning Board of Appeals would be needed. ► Mr. Padula confirmed the only change is to eliminate the two sentences so it does not conflict with itself. ► **MOTION to Close the hearing by Jones. SECOND by Dellorco. No Discussion. ► VOTE: Yes-9, No-0, Absent-0.**

► **Acceptance of Clearview Drive as Public Way.** ► Mr. Hellen stated this is a proposal for the legislation to accept Clearview Drive as a public way as noted in his memo to the Town Council dated July 18, 2019. He gave credit to the Town Attorney Mark Cerel and the Town Engineer Michael Maglio as there are 20 miles of private ways in Franklin; they have been chipping away at the problem and getting private ways accepted as public ways. He stated the Town gets more Chapter 90 money from the State with the increase in road miles. It also provides a better maintained road for citizens. ► **MOTION to Close the hearing by Kelly. SECOND by Dellorco. No Discussion. ► VOTE: Yes-9, No-0, Absent-0.**

LICENSE TRANSACTIONS: None.

PRESENTATIONS/DISCUSSIONS: None.

SUBCOMMITTEE REPORTS:

- a. **Capital Budget Subcommittee.** ► Mr. Dellorco stated the subcommittee has not met since the last time.
- b. **Budget Subcommittee.** ► Mr. Padula stated there was a joint Budget Subcommittee meeting on June 19, 2019 and again today with the Town Council, School Committee, and Finance Committee to discuss where we are by way of financial issues; it is a continuing discussion. He stated there is no scheduled meeting for the subcommittee right now.
- c. **Economic Development Subcommittee.** ► Mr. Kelly stated there will be a meeting on August 14, 2019 at 5:30 PM. The plastic bag conversation and a potential interest in the Keigan site are on the agenda.

LEGISLATION FOR ACTION:

Note: Two-Thirds Vote requires six votes; Majority Vote requires majority of members present and voting.

- a. **Resolution 19-49: Authority for Town Administrator to Negotiate and Execute Tax Agreement with Owner of Ground-Mounted Solar Facility Located Off Upper Union Street (Motion to Approve Resolution 19-49 - Majority Vote (5)).** ► Mr. Jones read the resolution. ► **MOTION to Approve Resolution 19-49: Authority for Town Administrator to Negotiate and Execute Tax Agreement with Owner of Ground-Mounted Solar Facility Located Off Upper Union Street by Kelly. SECOND by Padula. Discussion:** ► Mr. Hellen stated the Planning Board approved another solar development. Under the law, the Town Council has to give the Town Administrator the authority to negotiate a tax agreement with that party. He noted the solar proposals keep coming. **VOTE: Yes-9, No-0, Absent-0.**
- b. **Resolution 19-50: Order of Layout, Acceptance, and Taking of Clearview Drive and Drainage Lot Parcel A (Motion to Approve Resolution 19-50 - Two-Thirds Majority Vote (6)).** ► **MOTION to Waive the reading by Padula. SECOND by Dellorco. No Discussion. ► VOTE: Yes-9, No-0, Absent-0.** ► **MOTION to Approve Resolution 19-50: Order of Layout, Acceptance, and Taking of Clearview Drive and Drainage Lot Parcel A by Kelly. SECOND by Dellorco. Discussion:** ► Mr. Kelly asked what the current road conditions are; the DPW rates every road. ► Mr. Cerel stated it is a relatively new subdivision. He stated the developer is still around and gave the Town a deed; it is a confirmatory taking. ► Mr. Hellen stated in order to accept a road, a certain level of standards have to be met by MassDOT. He said the road is very new and up to code for the Town to accept it. ► **VOTE: Yes-9, No-0, Absent-0.**
- c. **Resolution 19-51: Acceptance of Gift-Franklin Public Library (Motion to Approve Resolution 19-51 - Majority Vote (5)).** ► Mr. Jones read the resolution. ► **MOTION to Approve Resolution 19-51: Acceptance of Gift-Franklin Public Library by Kelly. SECOND by Dellorco. Discussion:** ► Mr. Hellen stated thank you to Scott Nolan and the Franklin Library Association for their support over the years. ► **VOTE: Yes-9, No-0, Absent-0.**

- d. **Resolution 19-52: Appropriation of Funds Received from the Franklin Community Cable Access Inc. to the Town for the Public Safety Communications Infrastructure. (Motion to Approve Resolution 19-52 - Majority Vote (5)).** ► Mr. Jones read the resolution. ► **MOTION to Approve Resolution 19-52: Appropriation of Funds Received from the Franklin Community Cable Access Inc. to the Town for the Public Safety Communications Infrastructure by Padula. SECOND by Kelly. Discussion:** ► Mr. Hellen said this money is being accepted from Franklin TV. The \$18,000 is for their share of the radio repeater and fiber for the Franklin TV radio station on Forge Hill. ► **VOTE: Yes-9, No-0, Absent-0.**
- e. **Zoning Bylaw Amendment 19-842: Changes to Chapter 185 Section 40.D(3)(a) - 1st Reading (Motion to Move Zoning Bylaw Amendment 19-842 to a 2nd Reading - Majority Vote (5)).** ► Mr. Jones read the zoning bylaw amendment. ► **MOTION to Move Zoning Bylaw Amendment 19-842: Changes to Chapter 185 Section 40.D(3)(a) to a 2nd Reading by Kelly. SECOND by Padula. No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.**

TOWN ADMINISTRATOR'S REPORT: ► Mr. Hellen thanked and congratulated Assistant Treasurer/Collector Sandra Fanning who is retiring next week with over 25 years of service to the Town. She is an unbelievable employee and will be sorely missed. There will be a short retirement party for her tomorrow and her last day will be next week. She is wished all the best in her retirement. He noted the water ban is still in effect. There was a small fire at the water treatment plant at the DPW a few weeks ago. He stated they are fairly certain it was caused by a bolt of lightning. He stated the plant is now online, but they have to replenish all the water that was in the water tank for fire suppression and emergency shortage. He stated the residents have responded exceptionally well. He noted a few water mains broke last week but were repaired quickly by the DPW who did a tremendous job. The Fire Department, DPW, and entire staff did a great job in responding to the alarms at the water treatment plant. The damages are around \$100,000. The vast majority of that should be covered by insurance payments. He stated the House and Senate came to an agreement this week on the State budget. There was a lot of good news for the Town of Franklin: \$100,000 for a parking lot at the corner of Grove and Beaver Streets to allow more parking and access to the State Forest; \$58,000 for the Substance Abuse Task Force within the public school district; \$50,000 for the schools for a vaping prevention program; \$50,000 for the SAFE Coalition; and \$25,000 for the Franklin Downtown Partnership. The main event in the budget was around education/local aid funding and Charter School reimbursements. The governor has 10 days to make any adjustments or vetoes; he hopes the governor does not amend or veto it. He thanked the legislative delegation for their efforts on this. He thanked Senate President Karen Spilka for making the Charter School reimbursement formula one of her top priorities. He will keep the Town Council updated.

FUTURE AGENDA ITEMS: ► Mr. Earls asked to look into what the future looks like for the existing school building that the Catholic Church owns as the Charter School will be moving to a new location. He stated recent research revealed a smokestack from a building collapsed in Franklin in the 1950s and killed two workers. This makes him concerned about the smokestack located near Franklin Paint. He suggested it may be a good thing to look into this and make sure the building inspector can certify it is safe.

COUNCIL COMMENTS: ► Ms. Hamblen reminded everyone that they can order rain barrels through the DPW. Not only do you get a rain barrel, you also can get a rebate on your water bill. She said Happy Birthday to her mother who will be 90 years old tomorrow. ► Mr. Casey said congratulations to the Fourth of July Coalition; it was a great turnout. He gave a shout-out to Joe Carmignani and Paul Korttick for their hard work. ► Mr. Earls commended all the people who worked on this year's Fourth of July celebration. He thanked the DPW for their clean-up efforts after the storm burst that knocked down branches and trees last week. ► Ms. Pellegrini thanked the Fourth of July Coalition for their efforts; they did a wonderful job and had a great turnout. ► Mr. Padula thanked the Fourth of July Coalition for their hard work. ► Mr. Jones gave a shout-out to his son and fellow recruits who successfully passed two weeks of boot camp at Fort Devens. He stated he has begun working on a three-year project through Eversource and the City of Boston to add EV chargers to various locations throughout the city. He wondered if that was something the Town could look

into to get more EV charging stations. ► Mr. Hellen said he will provide an update on the next agenda. ► Mr. Kelly thanked everyone who worked on and attended the Fourth of July events. ► Chairman Mercer stated the Fourth of July was a great celebration. All the volunteers and organizations put in great effort for a successful celebration. He mentioned the fire at the DPW water treatment plant. He said the Town's fire department did a great job in the effort.

EXECUTIVE SESSION: ► Pending Litigation: 290 Beaver St LLC v. Town of Franklin, Norfolk Superior Court Docket NO. 1932CV00593 - Challenging Validity of West Central Street Zoning District. ► Chairman Mercer read the executive session statement to discuss Pending Litigation: 290 Beaver St LLC v. Town of Franklin, Norfolk Superior Court Docket NO. 1932CV00593 - Challenging Validity of West Central Street Zoning District. He noted the open session will not reconvene at the conclusion of the executive session.

► **MOTION to Move** that the Franklin Town Council go into Executive Session for the purpose to discuss Pending Litigation: 290 Beaver St LLC v. Town of Franklin, Norfolk Superior Court Docket NO. 1932CV00593 - Challenging Validity of West Central Street Zoning District by **Kelly. SECOND** by **Dellorco. No Discussion.** ► **ROLL CALL VOTE:** Casey-YES; Dellorco-YES; Earls-YES; Hamblen-YES; Jones-YES; Kelly-YES; Mercer-YES; Padula-YES; Pellegrini-YES. ► **VOTE: Yes-9, No-0, Absent-0.**

► **The open session of the Town Council Meeting adjourned at 7:56 PM.**

Respectfully submitted,

Judith Lizardi
Recording Secretary



License Transactions:

Applicant: The Chateau Restaurant of Franklin, Inc.

The applicant is seeking a new all alcoholic beverages restaurant license to be located at 466 King Street. The License Manager will be Gerard D. Fruggiero.

All Departments have signed off on this application.

MOTION to approve the request by The Chateau Restaurant of Franklin, Inc. for a new all alcoholic beverages restaurant license and approve the Manager, Gerard D. Fruggiero.

DATED: _____, 2019

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

A True Record Attest:

ABSTAIN _____

ABSENT _____

RECUSED _____

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

McDERMOTT
QUILTY &
MILLER LLP

28 STATE STREET, SUITE 802
BOSTON, MA 02109

August 1, 2019

VIA FEDERAL EXPRESS

Chrissy Whelton
Alecia Alleyne
Town of Franklin
355 East Central Street, 3rd Floor
Franklin, MA 02038

**RE: BBRG TR, LLC d/b/a Joe's American Bar & Grill
Common Victualer Restaurant License (LN-2019-0083)
C.V. All Alcoholic Beverages License (ABCC# 00052-RS-0430)**

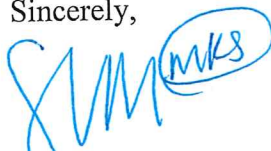
Dear Ms. Whelton:

Please be advised that our office represents BBRG TR, LLC D/B/A Joe's American Bar & Grill, the holder of a Town of Franklin Common Victualer Restaurant License and an ABCC All Alcoholic Beverages License (the "Licenses"). In this regard, I am writing to notify the Town of Franklin, as the local licensing authority, that all operations of Joe's American Bar & Grill (the "Restaurant") have ceased and the Restaurant is closed as of July 31, 2019.

Accordingly, enclosed please find the originals of the Licenses used in the operation of the Restaurant.

As always, thank you for your time and consideration. Please do not hesitate to contact our office with any questions in this regard.

Sincerely,



Stephen V. Miller, Esq.

Enclosures
SVM/mks



Adam R. Barnosky, Esq.
Ext.: 219
E-mail: arb@riw.com

July 18, 2019

Via FEDERAL EXPRESS

Attn: Chrissy Whelton
Assistant to the Town Administrator
Town of Franklin
355 East Central Street, 3rd Floor
Franklin, MA 02038

Re: Application for New Section 12 7 Day CV & All Alcoholic Beverages License
Transferor: The Chateau Restaurant of Franklin, Inc.
Manager of Record: Gerard D. Fruggiero
Address: 466 King Street, Franklin, Massachusetts 02038

Dear Ms. Whelton:

I write on behalf of The Chateau Restaurant of Franklin, Inc. (the "Applicant"), regarding the above-referenced application for a New Section 12 7 Day CV & All Alcoholic Beverages License to be exercised at 466 King Street, Franklin, Massachusetts 02038 (the "Application").

Enclosed please find the following information in support of the Application (one original and two copies):

1. Check No. 13037 for \$500.00 payable to Town of Franklin (Alcoholic Beverages License Application Fee)
2. Check No. 13036 for \$125.00 payable to Town of Franklin (CV License Application Fee)
3. ABCC Payment Confirmation for \$200.00 (State Retail Application Filing Fee)
4. Application Transmittal Form
5. Application for New License
6. Applicant's Statement
7. Application Addendum 6A
8. Supplemental Information: Application Question 6A
9. Supplemental Information: Ownership Structure
10. Supplemental Information: Ownership Interest of Jason Nocera
11. Beneficial Interest Disclosure Exemption Request
12. Common Victualer Application
13. Certificate of Compliance with State Laws
14. Worker's Compensation Insurance Affidavit [Draft Form][

Application of The Chateau Restaurant of Franklin, Inc.
Town of Franklin, MA
July 18, 2019
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15. Business Verification Certificate
16. Corporate Vote
17. Floor Plan
18. Resume of Gerard Fruggiero (Manager of Record)
19. Birth Certificate of Gerard Fruggiero (Manager of Record)
20. CORI Request Forms
 - a. Gerard Fruggiero
 - b. James Nocera
 - c. John Nocera
 - d. Jerome Nocera
 - e. Jeffrey Nocera
 - f. Joseph Nocera
21. MA Driver's License or US Passport
 - a. Gerard Fruggiero
 - b. James Nocera
 - c. John Nocera
 - d. Jerome Nocera
 - e. Jeffrey Nocera
 - f. Joseph Nocera
22. Renovation List
23. Chateau Restaurant Narrative
24. Menu
25. Corporate Business Entity Summary (The Chateau Restaurant of Franklin, Inc.)
26. Articles of Organization (The Chateau Restaurant of Franklin, Inc.)
27. Assignment and Assumption of Lease Agreement
28. Lease Agreement
29. Fidelity Account Bank Statements
 - a. March 1, 2019 – March 31, 2019
 - b. April 1, 2019 – April 30, 2019
 - c. May 1, 2019 – May 31, 2019

Kindly schedule this matter for a public hearing before the Town Council during the meeting currently scheduled for Wednesday, August 14, 2019.

If you have any questions or if further information is required, please do not hesitate to be in touch.

Application of The Chateau Restaurant of Franklin, Inc.
Town of Franklin, MA
July 18, 2019
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Very truly yours,

**THE CHATEAU RESTAURANT OF
FRANKLIN, INC.**

By its Attorneys:

Ruberto, Israel & Weiner, P.C.

By: 

Adam R. Barnosky, Esq.

Enclosures

cc: Joseph Nocera (The Chateau Restaurant Corporation)

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully

INVOICE #: 62cfd2d5-1f2c-4e4d-a271-c00dea37c5a6

Description	Account, License or Registration Number	Amount
FILING FEES-RETAIL	The Chateau Restaurant of Franklin Inc.	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Total Amount Paid: \$204.70

Date Paid: 7/17/2019 3:05:23 PM EDT

Payment On Behalf Of
 License Number or Business Name:
 The Chateau Restaurant of Franklin, Inc.

Fee Type:
 FILING FEES-RETAIL

Billing Information

First Name:
 Russell

Last Name:
 Stein

Address:
 255 State Street, 7th Floor

City:
 Boston

State:
 MA

Zip Code:
 02109

Email Address:
 arb@riw.com



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

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

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

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

Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="§12 Restaurant"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Is this license application pursuant to special legislation? Yes No Chapter Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name FEIN

DBA Manager of Record

Street Address

Phone Email

Alternative Phone Website

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Square Footage: Number of Entrances: Seating Capacity:

Number of Floors: Number of Exits: Occupancy Number:

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name: Phone:

Title: Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	Corporation	Date of Incorporation	Jun 18, 2019
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Joseph L. Nocera	3 Azalea Road, Waltham, MA 02452		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
President	53.6292%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
James P. Nocera	64 Drabington Way, Weston, MA 02493		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Vice President	15.7895%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
John H. Nocera	46 Old Stagecoach Road, Bedford, MA 01730		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Director	10.5263%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Jeffrey R. Nocera	65 Hemlock Drive, Westwood, MA 02090		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Director	10.5263	<input type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Jerome E. Nocera	22 Lisa Lane, Waltham, MA 02452		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Director	7.3959%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY
 Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

MANAGEMENT AGREEMENT
 Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement. Yes No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
See Attachment			

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, 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 in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Hotel Building Corporation

Landlord Phone 781-893-3011

Landlord Email N/A

Landlord Address c/o Parsons Capital Management, 10 Weybosset Street, Suite 106, Providence, RI 02903

Lease Beginning Date 9/30/2019

Rent per Month \$13,066.67

Lease Ending Date 6/1/2040

Rent per Year \$156,800.00

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	N/A
B. Purchase Price for Business Assets	N/A
C. Other * (Please specify below)	\$850,000.00
D. Total Cost	\$850,000.00

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
The Chateau Restaurant Corporation	\$850,000.00
Total:	\$850,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

The Chateau Restaurant Corporation will provide funds for renovations and start-up costs relative to the new restaurant. See attached "Renovation List." Funds will be provided from the company's corporate Fidelity bank account.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen? Yes No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

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

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
2010	present	Director of Operations	Jake N Joes Sports Grill	Joseph Nocera, President
2003	present	Director of Operations	Chateau Italian Family Dining	Joseph Nocera, President
see attachment				

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

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

Manager's Signature Date

APPLICANT'S STATEMENT

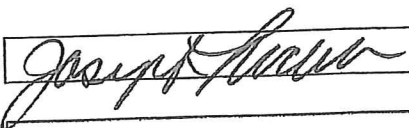
I, Joseph L. Nocera the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of The Chateau Restaurant of Franklin, Inc.
Name of the Entity/Corporation

hereby submit this application (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 statements 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 are in compliance with state and local laws and regulations;
- (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 ownership 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.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: 
Title: President

Date: July 17, 2019

ADDENDUM A

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)
<input type="text" value="The Chateau Restaurant of Franklin, Inc."/>	<input type="text" value="N.A."/>

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Estate of Jason R. Nocera"/>	<input type="text" value="230 Totten Pond Road, Waltham, MA 02451"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text" value="Shareholder"/>	<input type="text" value="2.1328%"/>	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
		MA Resident	
		<input checked="" type="radio"/> Yes <input type="radio"/> No	

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
		MA Resident	
		<input type="radio"/> Yes <input type="radio"/> No	

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
		MA Resident	
		<input type="radio"/> Yes <input type="radio"/> No	

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
		MA Resident	
		<input type="radio"/> Yes <input type="radio"/> No	

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
		MA Resident	
		<input type="radio"/> Yes <input type="radio"/> No	

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
		MA Resident	
		<input type="radio"/> Yes <input type="radio"/> No	

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
		MA Resident	
		<input type="radio"/> Yes <input type="radio"/> No	

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

Yes No

SUPPLEMENTAL INFORMATION

THE CHATEAU RESTAURANT OF FRANKLIN, INC.

APPLICATION FOR NEW SEC. 12 ALL ALCOHOLIC BEVERAGES LICENSE

SECTION 6A

Name	License Type	Licensee Name	Municipality
Joseph L. Nocera	Sec. 12 All Alcoholic Beverages License	The Chateau Restaurant of Andover, Inc.	Andover, MA
	Sec. 12 All Alcoholic Beverages License	The Chateau Restaurant of Braintree, Inc.	Braintree, MA
	Sec. 12 All Alcoholic Beverages License	The Chateau Restaurant of Burlington, Inc.	Burlington, MA
	Sec. 12 All Alcoholic Beverages License	The Chateau Restaurant of Norton, Inc.	Norton, MA
	Sec. 12 All Alcoholic Beverages License	The Chateau Restaurant of Norwood, Inc.	Norwood, MA
	Sec. 12 All Alcoholic Beverages License	Noceras Restaurant, Inc.	Stoughton, MA
	Sec. 12 All Alcoholic Beverages License	The Chateau Restaurant of Waltham, Inc.	Waltham MA
	Sec. 12 All Alcoholic Beverages License	The Chateau Restaurant of Westboro, Inc.	Westboro, MA
	Sec. 12 All Alcoholic Beverages License	The Local Restaurant of Wayland, LLC	Wayland, MA
	Sec. 12 All Alcoholic Beverages License	The Local Restaurant of Waltham, LLC	Waltham, MA
	Sec. 12 All Alcoholic Beverages License	Grand Slam Restaurant Concepts Norwood, LLC	Norwood, MA
	Sec. 12 All Alcoholic Beverages License	Grand Slam Restaurant Concepts Foxborough, LLC	Foxborough, MA

**Supplemental Application Information
Section 6A**

	Sec. 12 All Alcoholic Beverages License	Grand Slam Restaurant Concepts Waltham, LLC	Waltham, MA
	Sec. 12 All Alcoholic Beverages License	Grand Slam Restaurant Concepts Woburn, LLC	Woburn, MA
	Sec. 12 All Alcoholic Beverages License	Grand Slam Restaurant Concepts Braintree, LLC	Braintree, MA
James P. Nocera	Sec. 12 All Alcoholic Beverages License	The Chateau Restaurant of Andover, Inc.	Andover, MA
	Sec. 12 All Alcoholic Beverages License	The Chateau Restaurant of Braintree, Inc.	Braintree, MA
	Sec. 12 All Alcoholic Beverages License	The Chateau Restaurant of Burlington, Inc.	Burlington, MA
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John H. Nocera	Sec. 12 All Alcoholic Beverages License	The Chateau Restaurant of Andover, Inc.	Andover, MA
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	Sec. 12 All Alcoholic Beverages License	Grand Slam Restaurant Concepts Woburn, LLC	Woburn, MA
	Sec. 12 All Alcoholic Beverages License	Grand Slam Restaurant Concepts Braintree, LLC	Braintree, MA
Jeffrey R. Nocera	Sec. 12 All Alcoholic Beverages License	The Chateau Restaurant of Andover, Inc.	Andover, MA
	Sec. 12 All Alcoholic Beverages License	The Chateau Restaurant of Braintree, Inc.	Braintree, MA
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	Sec. 12 All Alcoholic Beverages License	Grand Slam Restaurant Concepts Braintree, LLC	Braintree, MA
Jerome E. Nocera	Sec. 12 All Alcoholic Beverages License	The Chateau Restaurant of Andover, Inc.	Andover, MA
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	Sec. 12 All Alcoholic Beverages License	Grand Slam Restaurant Concepts Braintree, LLC	Braintree, MA
Estate of Jason R. Nocera	Sec. 12 All Alcoholic Beverages License	The Chateau Restaurant of Andover, Inc.	Andover, MA
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SUPPLEMENTAL INFORMATION

THE CHATEAU RESTAURANT OF FRANKLIN, INC.

APPLICATION FOR NEW SEC. 12 ALL ALCOHOLIC BEVERAGES LICENSE

OWNERSHIP STRUCTURE

**THE CHATEAU RESTAURANT OF
FRANKLIN, INC.**

Ownership:

The Chateau Restaurant Corporation
(100%)



**THE CHATEAU RESTAURANT
CORPORATION**

Ownership:

Joseph L. Nocera
(53.6292%)

James P. Nocera
(15.7895%)

John H. Nocera
(10.5263%)

Jeffrey R. Nocera
(10.5263%)

Jerome E. Nocera
(7.3959%)

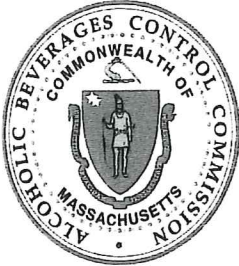
Estate of Jason R. Nocera
(2.1328%)

SUPPLEMENTAL INFORMATION
THE CHATEAU RESTAURANT OF FRANKLIN, INC.
APPLICATION FOR NEW SEC. 12 ALL ALCOHOLIC BEVERAGES LICENSE
OWNERSHIP INTEREST OF JASON NOCERA

Please be advised of the following information regarding Mr. Jason R. Nocera.

The Estate of Jason Nocera is the holder of a 2.1328 % beneficial interest (the “Beneficial Interest”) in The Chateau Restaurant Corporation, which is the parent company and sole owner of The Chateau Restaurant of Franklin, Inc.

On December 7, 2017, Mr. Nocera passed away and his estate is currently in the final stages of probate. The entirety of Mr. Nocera’s estate, including the Beneficial Interest, will pass to his son, Mr. Jacob Kinsman. Mr. Kinsman, of North Chelmsford, MA is twenty-six (26) years of age and, on information and belief and pursuant to M.G.L.c. 138, meets all of the eligibility requirements necessary to hold a beneficial interest in an alcoholic beverages license. When Mr. Nocera’s affairs are settled – which is anticipated to occur by the end of 2019 – and the Beneficial Interest is duly transferred to Mr. Kinsman, The Chateau Restaurant of Franklin, Inc intends to promptly file a Change of Beneficial Interest Application with the Town of Franklin and ABCC.



*Alcoholic Beverages Control Commission
239 Causeway Street
Boston, Massachusetts 02114
Telephone: (617) 727-3040
Fax: (617) 727-1510*

Deborah B. Goldberg
Treasurer and Receiver General

Jean Lorizio, Esq.
Chairman

BENEFICIAL INTEREST DISCLOSURE EXEMPTION REQUEST

Applicant Name: The Chateau Restaurant of Franklin, Inc.

Primary Contact Person for Applicant:

Name: Adam R. Barnosky, Esq.

Telephone Number: (617) 570-3519

Email Address: arb@riw.com

The Applicant is seeking an exemption from disclosure under M.G.L. c. 138, §§ 15A & 23, for the following individuals and/or entities (use additional pages if necessary):

Name	% ownership in license	Control over operation of license?
The Estate of Jason R. Nocera	2.1328%	No.

The Applicant is seeking an exemption from disclosing to the Licensing Authorities the following regarding the above-named individuals and/or entities (check all that apply):

Criminal Offender Record Information (“CORI”) Authorization Forms

Personal Information Forms

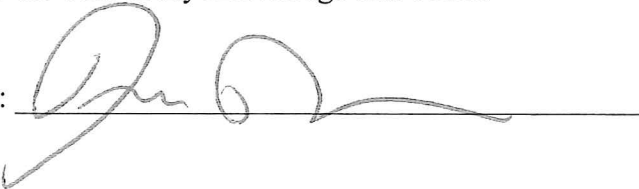
Identity of Individuals and/or Entities

Please explain why an exemption from the disclosure requirements of M.G.L. c. 138, §§ 15A & 23, is being sought, including, but not limited to, a description of the hardship(s) posed in obtaining the required information from the individuals and/or entities, and any other information that the Applicant believes would be of assistance to the Commission in considering whether to grant an exemption to the disclosure laws (use additional pages if necessary):

The Estate of Jason R. Nocera is the holder of a 2.1328 % beneficial interest (the “Beneficial Interest”) in The Chateau Restaurant Corporation, which is the parent company and sole owner of The Chateau Restaurant of Franklin, Inc.

On December 7, 2017, Mr. Nocera passed away and his estate is currently in the final stages of probate. The entirety of Mr. Nocera's estate, including the Beneficial Interest, will pass to his son, Mr. Jacob Kinsman. Mr. Kinsman, of North Chelmsford, MA is twenty-six (26) years of age and, on information and belief and pursuant to M.G.L.c. 138, meets all of the eligibility requirements necessary to hold a beneficial interest in an alcoholic beverages license. When Mr. Nocera's affairs are settled – which is anticipated to occur by the end of 2019 – and the Beneficial Interest is duly transferred to Mr. Kinsman, The Chateau Restaurant of Franklin, Inc intends to promptly file a Change of Beneficial Interest Application with the Town of Franklin and ABCC.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in this Request, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief.

Signature: _____

Town of Franklin

355 East Central Street
Franklin, MA 02038



COMMON VICTUALER APPLICATION
ANNUAL FEE \$125.00

Date: July 17, 2019

Business Owner: The Chateau Restaurant of Franklin, Inc.

Address: 195 School Street Waltham, MA 02451 Telephone #: 781 894 3344

Name of Business: The Chateau Restaurant of Franklin

Business Location: 466 King Street, Franklin, MA 02078 Telephone #: (TBD)

Corporation Name: (if applicable) The Chateau Restaurant of Franklin, Inc.

Address: 195 School Street Waltham, MA 02451 FID #

Manager Name: Gerard D. Fruggiero

Address: 132 Clocktower Drive, #4104 Waltham, MA 02452

Home Telephone: 781 790 1293 Cell Phone: 617 633 1651

Date of Birth: Social Security number:

Enclose Manager Resume that includes duties performed at each location.

Description of premises:
Approximately 6,335 sq/ft of space on the first floor, consisting of a dining room, bar, kitchen, three (3) bathrooms, and 4 means of egress.

Sq. Footage 6335 # of Tables 42 # of Seats 201 Type of Restaurant full service family restaurant with 28 outside

Hours of Operation: 11:30AM to 11PM

I hereby state that all information provided on this application is true and accurate.

Applicant signature: Joseph L. Nocera, President, The Chateau Restaurant of Franklin, Inc.

Common Victualer Licenses are issued in conformity with the authority granted by General Laws, Chapter 140 and amendments thereto. All licenses expire December 31 of each year.



CERTIFICATE OF COMPLIANCE WITH STATE LAWS

Pursuant to M.G.L Chapter 62C, Sec 49A, and M.G.L. Ch. 151A, Section 19A, the undersigned acting on behalf on the License Holder, certifies under the penalty of perjury that, to the best of the undersign's knowledge and belief, the License Holder is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support*.

Joseph L. Nocera
** Signature of ~~Individual~~ or Corporate License Holder (Mandatory)

84-2204899
*** License Holder's ~~Social Security Number~~ or Federal Identification Number

By: Joseph L. Nocera, President
Corporate Officer The Chateau of Franklin, Inc.
(Mandatory, if applicable)

Date: 7/15/19

*The provision in the Attestation of relating to child support applies only when the License Holder is an individual.

**Approval of or a renewal of a license will not be granted unless this certification clause is signed by the applicant. For all corporations, a certified copy of the vote of the Board of Directors must be provided.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a license or other agreement issued, renewed or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, section 49A.



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 Office of Investigations
 600 Washington Street
 Boston, MA 02111
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Please Print Legibly

Applicant Information

Business/Organization Name: The Chateau Restaurant of Franklin, Inc.

Address: 466 King Street

City/State/Zip: Franklin, MA 02078 Phone #: (781) 894-3344

Are you an employer? Check the appropriate box:

- 1. I am a employer with [TBD] employees (full and/or part-time).*
- 2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
- 4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

- 5. Retail
- 6. Restaurant/Bar/Eating Establishment
- 7. Office and/or Sales (incl. real estate, auto, etc.)
- 8. Non-profit
- 9. Entertainment
- 10. Manufacturing
- 11. Health Care
- 12. Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: AIM Mutual Insurance Co.

Insurer's Address: 54 Third Avenue

City/State/Zip: Burlington, MA 01803

Policy # or Self-ins. Lic. # [TBD] Expiration Date: [TBD]

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Handwritten Signature] Date: _____

Phone #: _____

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

- 1. Board of Health
- 2. Building Department
- 3. City/Town Clerk
- 4. Licensing Board
- 5. Selectmen's Office
- 6. Other _____

Contact Person: _____ Phone #: _____



Town of Franklin, MA
Department of the Town Clerk
355 East Central Street, Franklin, MA 02038

BUSINESS VERIFICATION CERTIFICATE

In conformity with the provisions of Chapter 110, Section 5 of the General Laws, as amended, the undersigned hereby declare(s) that a business under the title of:

The Chateau Restaurant of Franklin is conducted at 466 King Street, Franklin, MA 02078
Name of Business Address of Business

FULL NAME OF OWNER(S) RESIDENCE(S)
The Chateau Restaurant of Franklin, Inc. 195 School Street, Waltham, MA 02451
c/o Joseph L. Nocera, President

A certificate issued in accordance with this section shall be in force and in effect for four years from the Date of issue and shall be renewed each four years thereafter so long as such business shall be conducted and shall lapse and be void unless so renewed.

EXPIRATION DATE: _____

Joseph L. Nocera
Business Owner Signature #1 (Joseph L. Nocera)

c/o gnylen@chateaurrestaurant.com
Email Address

N/A
Business Owner Signature #2

N/A
Email Address

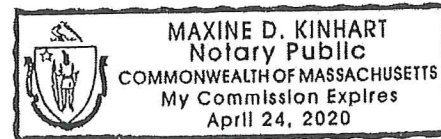
The Commonwealth of Massachusetts

Norfolk County ss.

Personally appeared before me the above-named

Maxine D. Kinhart
Notary Signature

Joseph L. Nocera
Apr 24, 2020
Com.Exp.Date



made oath that the foregoing statement is true.

A certificate issued in accordance with this section shall be in force and effect for four years from the date of issue and shall be renewed each four years thereafter so long as such business shall be conducted and shall lapse and be void unless so renewed.

A True Attest Copy

Teresa M. Burr, Town Clerk

ISSUED	07/12/2018
REVISIONS	
Date	Description

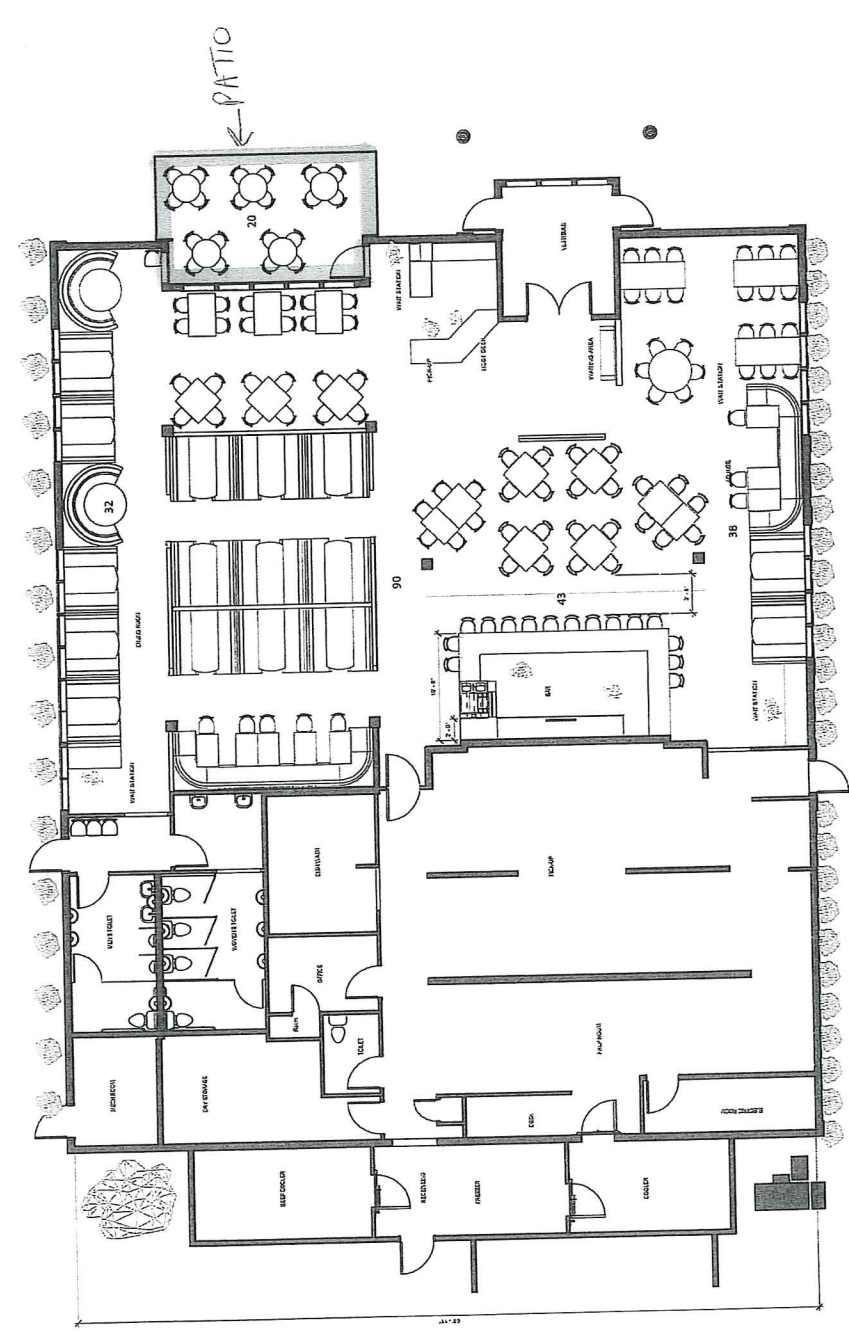
PROJECT NAME:
CHATEAU FRANKLIN
 PROJECT ADDRESS:
 488 KING ST.,
 FRANKLIN, MA 02038

SEAL

DRAWING TITLE
FLOOR PLAN

SCALE
 1/4" = 1'-0"

SHEET NUMBER
A2.0



ALLOWABLE OCCUPANT LOAD : 235 INSIDE / 20 OUTSIDE
 LIQUOR LICENCE : 215 INSIDE / 20 OUTSIDE
 EXISTING OCCUPANT LOAD : 215 INSIDE / 20 OUTSIDE
 PROPOSED OCCUPANT LOAD : 201 INSIDE / 20 OUTSIDE

1 FLOOR PLAN
 8/1/18

1. Check and seal drawings by the Professional Engineer or Professional Architect before printing.
 2. All dimensions are in feet and inches unless otherwise noted.

Gerard Fruggiero

132 Clocktower Drive Unit 4104 Waltham, MA

617-633-1651 gerryf@chateaurestaurant.com

Experience

June 2010 to Present Jake N JOES Sports Grill Norwood, Ma
▪ Director of Operations

2003 to Present Chateau Italian Family Dining Waltham, Ma
▪ Director of Operations

1999 to 2003 Naked Fish Waltham, Ma
Director of Operations

1987 to 1999 Bertucci's Restaurants Wakefield, Ma
Vice President of Operations

References

References are available on request.



JEAN M. LORIZIO, ESQ.
CHAIRMAN

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	<input type="text"/>	LICENSEE NAME:	The Chateau Restaurant of Franklin, Inc.	CITY/TOWN:	Franklin
---	----------------------	----------------	--	------------	----------

APPLICANT INFORMATION

LAST NAME:	Fruggiero	FIRST NAME:	Gerard	MIDDLE NAME:	Domenic
MAIDEN NAME OR ALIAS (IF APPLICABLE):	<input type="text"/>	PLACE OF BIRTH:	Boston, MA		
DATE OF BIRTH:	<input type="text"/>	SSN:	<input type="text"/>	ID THEFT INDEX PIN (IF APPLICABLE):	<input type="text"/>
MOTHER'S MAIDEN NAME:	Santoro	DRIVER'S LICENSE #:	<input type="text"/>	STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	6 <input type="text"/>	WEIGHT:	230
				EYE COLOR:	Brown
CURRENT ADDRESS:	132 Clocktower Drive, Unit 4104				
CITY/TOWN:	Waltham	STATE:	MA	ZIP:	02452
FORMER ADDRESS:	44 Linden Park Drive				
CITY/TOWN:	Waltham	STATE:	MA	ZIP:	02452

PRINT AND SIGN

PRINTED NAME:	Gerard D. Fruggiero	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	---------------------	-------------------------------	--

NOTARY INFORMATION

On this 1st day of July 2019 before me, the undersigned notary public, personally appeared Gerard D. Fruggiero
(name of document signer), proved to me through satisfactory evidence of identification, which were MA DRIVERS LICENSE
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

DIVISION USE ONLY

REQUESTED BY:	<input type="text"/>
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

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



GAIL NYLEN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 10, 2025



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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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ABCC LICENSE INFORMATION

ABCC NUMBER: (OF EXISTING LICENSEE) LICENSEE NAME: CITY/TOWN:

APPLICANT INFORMATION

LAST NAME: FIRST NAME: MIDDLE NAME:
 MAIDEN NAME OR ALIAS (IF APPLICABLE): PLACE OF BIRTH:
 DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE):
 MOTHER'S MAIDEN NAME: Passport # U.S. passport #
 GENDER: HEIGHT: WEIGHT: EYE COLOR:
 CURRENT ADDRESS:
 CITY/TOWN: STATE: ZIP:
 FORMER ADDRESS:
 CITY/TOWN: STATE: ZIP:

PRINT AND SIGN

PRINTED NAME: APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this before me, the undersigned notary public, personally appeared
 (name of document signer), proved to me through satisfactory evidence of identification, which were
 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



GAIL NYLEN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 10, 2025

DIVISION USE ONLY

REQUESTED BY: SIGNATURE OF CORI AUTHORIZED EMPLOYEE:
 The DCI Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. 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 DCI via mail or by fax to (617) 650-4614.



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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ABCC LICENSE INFORMATION

ABCC NUMBER: LICENSEE NAME: CITY/TOWN:
(IF EXISTING LICENSEE)

APPLICANT INFORMATION

LAST NAME: FIRST NAME: MIDDLE NAME:

MAIDEN NAME OR ALIAS (IF APPLICABLE): PLACE OF BIRTH:

DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE):

MOTHER'S MAIDEN NAME: DRIVER'S LICENSE #: STATE LIC. ISSUED:

GENDER: HEIGHT: WEIGHT: EYE COLOR:

CURRENT ADDRESS:

CITY/TOWN: STATE: ZIP:

FORMER ADDRESS:

CITY/TOWN: STATE: ZIP:

PRINT AND SIGN

PRINTED NAME: APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this before me, the undersigned notary public, personally appeared (name of document signer), proved to me through satisfactory evidence of identification, which were 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

DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORI-AUTHORIZED EMPLOYEE:

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 GAIL NYLEN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 10, 2025



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CHAIRMAN

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

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ABCC LICENSE INFORMATION

ABCC NUMBER: LICENSEE NAME: CITY/TOWN:
(IF EXISTING LICENSEE)

APPLICANT INFORMATION

LAST NAME: FIRST NAME: MIDDLE NAME:
MAIDEN NAME OR ALIAS (IF APPLICABLE): PLACE OF BIRTH:
DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: DRIVER'S LICENSE #: STATE LIC. ISSUED:
GENDER: HEIGHT: WEIGHT: EYE COLOR:
CURRENT ADDRESS:
CITY/TOWN: STATE: ZIP:
FORMER ADDRESS:
CITY/TOWN: STATE: ZIP:

PRINT AND SIGN

PRINTED NAME: APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this before me, the undersigned notary public, personally appeared
(name of document signer), proved to me through satisfactory evidence of identification, which were
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

DIVISION USE ONLY

REQUESTED BY:
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE
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GAIL NYLEN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 10, 2025



JEAN M. LORIZIO, ESQ.
CHAIRMAN

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). 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: LICENSEE NAME: The Chateau Restaurant of Franklin, Inc. CITY/TOWN: Franklin

APPLICANT INFORMATION

LAST NAME: Nocera FIRST NAME: Jeffrey MIDDLE NAME: Richard
 MAIDEN NAME OR ALIAS (IF APPLICABLE): PLACE OF BIRTH: Waltham, MA
 DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE):
 MOTHER'S MAIDEN NAME: Schmidt DRIVER'S LICENSE #: STATE LIC. ISSUED: Massachusetts
 GENDER: MALE HEIGHT: 6 WEIGHT: 205 EYE COLOR: Brown
 CURRENT ADDRESS: 65 Hemlock Drive
 CITY/TOWN: Westwood STATE: MA ZIP: 02090
 FORMER ADDRESS:
 CITY/TOWN: STATE: ZIP:

PRINT AND SIGN

PRINTED NAME: Jeffrey R. Nocera APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this 1st Day of July 2019 before me, the undersigned notary public, personally appeared Jeffrey R. Nocera
 (name of document signer), proved to me through satisfactory evidence of identification, which were MA Drivers License
 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

DIVISION USE ONLY

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



GAIL NYLEN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 10, 2025



JEAN M. LORIZIO, ESQ.
CHAIRMAN

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

CORI REQUEST FORM

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ABCC LICENSE INFORMATION

ABCC NUMBER: LICENSEE NAME: The Chateau Restaurant of Franklin, Inc. CITY/TOWN: Franklin

(IF EXISTING LICENSEE)

APPLICANT INFORMATION

LAST NAME: Nocera FIRST NAME: Joseph MIDDLE NAME: Louis

MAIDEN NAME OR ALIAS (IF APPLICABLE): PLACE OF BIRTH: Waltham, MA

DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE):

MOTHER'S MAIDEN NAME: Schmidt DRIVER'S LICENSE #: STATE LIC. ISSUED: Massachusetts

GENDER: MALE HEIGHT: 6 WEIGHT: 225 EYE COLOR: Brown

CURRENT ADDRESS: 3 Azalea Road

CITY/TOWN: Waltham STATE: MA ZIP: 02452

FORMER ADDRESS:

CITY/TOWN: STATE: ZIP:

PRINT AND SIGN

PRINTED NAME: Joseph L. Nocera APPLICANT/EMPLOYEE SIGNATURE: *Joseph Nocera*

NOTARY INFORMATION

On this 1st day of July 2019 before me, the undersigned notary public, personally appeared Joseph L. Nocera
(name of document signer), proved to me through satisfactory evidence of identification, which were MA Drivers License
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.

Gail Nylen
NOTARY

DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORI-AUTHORIZED EMPLOYEE:

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GAIL NYLEN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 10, 2025



195 School Street
Waltham MA 02451-4545
781-894-3339
www.chateaurrestaurant.com

July 1, 2019

RENOVATION LIST

Franklin Chateau

Budget

\$850,000

- Dining Room \$500,000
- Kitchen \$300,000
- Exterior and Signage \$ 50,000

\$850,000



The Chateau Restaurants: A Family Tradition of Quality

Many people believe the history of The Chateau began in 1933 when the Nocera family opened their first restaurant in Waltham. But if the truth be told, the origins of the company can be traced back to 1912, when Joseph and Mary Nocera came to the United States from Sicily. The Noceras arrived in Massachusetts with little more than a dream, a dream of sharing their passion for Italian food with those around them. So when they opened The Chateau at 195 School Street in Waltham, it was a modest affair; 13 bar stools and four booths. But the restaurant quickly developed a reputation among its patrons for offering authentic Italian food.

In the 1950s, the next generation began to make its mark in the family business. Brother Lou together with his sister Marianne and her husband Scott Skerry eventually took over for their parents, continuing to offer the same quality menu at reasonable prices. Then, in 1976, the pair decided to embark on a major expansion, more than doubling the 350 seat Waltham restaurant to 800 seats.

At the same time, the Noceras were developing a reputation within the restaurant industry for valuing their employees. The Noceras provided 401(k) plans at a time when few businesses, and virtually no restaurants, were offering such arrangements. Today, most of the company's employees have a long history with the company. It is not unusual to meet employees who have spent their entire professional careers working with the Noceras.

This sense of loyalty helped provide the foundation from which the third generation of Noceras would grow their family business. In 1978, Joe, Jim, John, Jeff, Jerry, Jason and Linda began to come on board. Their father insisted that they experience the business the same way he had: by doing all the jobs associated with the restaurant.

Thus, the brothers and their sister spent many hours bussing tables, working as line cooks, serving as bartenders, and learning the business from the inside out. With a growing roster of talent and family members, Lou decided to open Nocera's Restaurant in Stoughton in 1986. The response was phenomenal, and customers began to clamor for the family to expand the scope of their operations to include even more communities. But the Noceras adhered to a careful plan for steady growth.

By 1998, the table was set for significant expansion. The family opened Chateau Norwood, Chateau Andover and Chateau Norton in short order. "The time was right," Chateau president Joe Nocera says. "We have seven family members, so we needed to grow, and our customer kept asking, 'When are you going to open in another town? When are you going to grow?'"

As they grew, the Noceras remained focused on providing both quality food and the facilities that would meet the needs of their customers. Thus, while many national chains were building smaller fast food restaurants, the Noceras were constructing larger family restaurants that would also provide space to host small and large functions. In addition, the restaurants feature large kitchens that are able to accommodate growing customer demand for take out and delivery services.

Customers have responded favorably to the family's efforts, now with the eight restaurants enjoying steady success. Joe says the company has succeeded primarily because of the employees, who have become part of the ever growing extended Nocera family. In addition, the company has stayed on the cutting edge of technology as part of its continuing commitment to meet the needs of its ever-expanding customer base.

As the fourth generation of the Nocera family begins to make its own inroads into the family business, they know that they will face future challenges with a foundation that has been built on solid traditions. "While they are young, they are working in different areas of the restaurant, and also going out to get experience with other restaurants. Joe says. "They're young, but they're learning."

"A lot of the people who come to the Chateau expect to have the core menu items on the menu and have them prepared the same way," he says. "That is one of the key ingredients, we do that without fail. You do have to add new items based on people's eating habits, but you must keep the core items the same. When they come, they expect it to taste the same and be the same. That's the big challenge. You have to know what distinguishes you, and that's what distinguishes us."

SIGNATURE COCKTAILS

FRESH SAMBORA

Traditional red sparkling pink or seasonal specialty / 8.95

RASPBERRY LIME RICKEY

absolut lime, champagne, fresh muddled raspberries, house agave, soda water / 8.95

LEMONINI

fresh orange, Italian limoncello, cranberry, agave nectar / 9.95

GRUIN PUNCH MARIQUITA

cranberry punch, sweet vermouth & orange slices / 8.95

BOTTLED BEERS

DOMESTIC
 BLUE LIGHT 4.00
 BLUE MOON 4.80
 HARPOON IPA 6.35
 PABST BEER 7.90



RED WINE

WINE	EST	PER GL
New York, Niagara (Italy)	6.35	10.00
Provo, New, Niagara (Canada)	8.25	10.00
Provo, New, Niagara (Canada)	10.00	15.00
Merlot, Italy (Italy)	1.50	11.25
Vignafolia, Palazzo (Italy)	1.75	11.50
Chianti, 2005 (Italy)	8.25	12.00
Super Tuscan, Icaha (Italy)	9.25	14.50
Madec, Torral (Spain/France)	1.50	11.25
Colombia Sauvignon, Remondone (France)	7.75	11.50
Cabernet Sauvignon, Louis (Italy)	9.25	14.50

NON-ALCOHOLIC SELECTIONS

WINE	EST	PER GL
Sauvignon Blanc, Santa Rita (Chile)	1.50	11.25
Provo, New, Niagara (Canada)	8.25	12.00
Provo, New, Niagara (Canada)	9.25	12.15
Chardonnay, Semillon (Italy)	7.50	11.25
Chardonnay, Semillon (Italy)	9.25	12.15

WHITE WINE

WINE	EST	PER GL
Provo, New, Niagara (Canada)	8.00	-
Mazzeo, Torral (Italy)	8.25	12.00
Provo, New, Niagara (Canada)	8.25	12.00
Provo, New, Niagara (Canada)	8.25	12.00
Provo, New, Niagara (Canada)	8.25	12.00

ITALIAN MAIN TARI

amanteo di sarrano, brandy, cognac, dogfish, pineapple & orange juice with ice & fresh fruit, drink from 7/9.50

TITO'S CLASSIC

blended vodka, splash of cranberry / 8.50

BLUEBERRY POMEGRANATE MARGARITA

don juan blanco, triple sec, mian premium flavors of blueberry & pomegranate, house agave nectar / 10.50

MINGOSA

limoncello, prosecco, triple sec, orange juice / 8.95



WINE

WINE	EST	PER GL
Provo, New, Niagara (Canada)	8.00	-
Mazzeo, Torral (Italy)	8.25	12.00
Provo, New, Niagara (Canada)	8.25	12.00
Provo, New, Niagara (Canada)	8.25	12.00
Provo, New, Niagara (Canada)	8.25	12.00

BOTTLED BEVERAGES

LEMONADE 3.25
 Raspberry Lemonade 3.25
 Apple Pie 3.25
 Lemon Curried Shrimp 3.25

FRESH BREWED BEER

Fresh Brewed Lager 3.00
 Fresh Brewed Pilsner 3.00
 Fresh Brewed Kump 3.00

WATER

Hot Water 1.25
 San Pellegrino Sparkling 1.50
 San. Min. 2.75

HOUSE SPECIALTY

CHICKEN PARM 10.50
 MEDITERRANEAN PORK 11.50
 EGGPLANT PARM 12.95

PICK 1

SANDWICH with Soup or Salad

PICK 2

HOUSE SPECIALTY with Soup or Salad 12.95

HOUSE SPECIALTY

PASTA Bolognese 12.95
 SAUSAGE MAROZZI 13.95
 TOASTED RAVIOLI 14.95
 LASAGNA with meat sauce 15.95

HOUSE SPECIALTY

PASTA GARDINARA 12.95
 BAKED STUFFED SHELLS 13.95
 CHICKEN PENNE BRIOCCOLI 14.95
 FETTUCCINE ALFREDO with ground chicken 15.95

HOUSE SPECIALTY

SCORPO BELLA VISTA 12.95
 Baked with roasted garlic 13.95
 PAN SEARED SALMON 14.95
 SHRIMP SCAMPI 15.95

HOUSE SPECIALTY

SCORPO BELLA VISTA 12.95
 Baked with roasted garlic 13.95
 PAN SEARED SALMON 14.95
 SHRIMP SCAMPI 15.95

LUNCH MENU

Available Monday - Saturday until 3pm

PICK 1

CHICKEN PARM 10.50
 MEDITERRANEAN PORK 11.50
 EGGPLANT PARM 12.95

PICK 2

HOUSE SPECIALTY with Soup or Salad 12.95

PICK 1

SOUP or SALAD

PICK 2

SOUP OF THE DAY

PICK 1

FRENCH ONION SOUP add 1.00

PICK 2

CLAM CHOWDER add 1.50

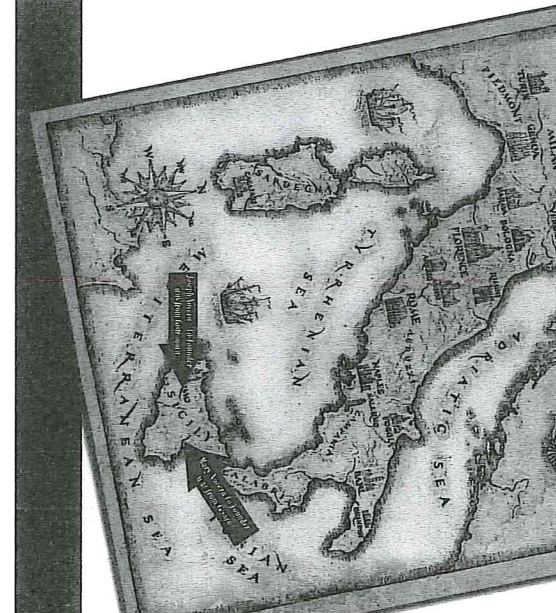
ITALIAN TRIOS

Trio 1 18.95 Tiramisu, Chicken Parm, Italian Bread	Trio 2 18.95 Tiramisu, Chicken Parm, Italian Bread	Trio 3 18.95 Tiramisu, Chicken Parm, Italian Bread
Trio 4 12.95 Tiramisu, Chicken Parm, Italian Bread	Trio 5 12.95 Tiramisu, Chicken Parm, Italian Bread	Trio 6 12.95 Tiramisu, Chicken Parm, Italian Bread

~LUNCH ENTREES~

CARBONAR OLESIAN SALAD 8.95 3oz grilled chicken or pork with chicken salad 11.50 add turkey 1.50, 8oz chicken 2.00, 12oz chicken 2.50	CHICKEN PARMIGIANI 11.95 EGGPLANT PARMIGIANI 12.95 VEAL PARMIGIANI 13.95 CHICKEN SUPREME 14.95 MARSALA CHICKEN 15.95	FRIED CLAM ROLL 14.95 FRIED SEA SCALLOP ROLL 15.95 Haddock St. Germaine 16.95 BROILED SEA SCALLOPS 17.95 KEY BRANDL STILE FISH & CHIPS 18.95
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OWNED & OPERATED BY THE NOGERA FAMILY





Corporations Division

Business Entity Summary

ID Number: 001389184

[Request certificate](#)

[New search](#)

Summary for: THE CHATEAU RESTAURANT OF FRANKLIN, INC.

The exact name of the Domestic Profit Corporation: THE CHATEAU RESTAURANT OF FRANKLIN, INC.		
Entity type: Domestic Profit Corporation		
Identification Number: 001389184		
Date of Organization in Massachusetts: 06-18-2019		
Last date certain:		
Current Fiscal Month/Day: 12/31		
The location of the Principal Office:		
Address: 195 SCHOOL ST. City or town, State, Zip code, WALTHAM, MA 02451 USA Country:		
The name and address of the Registered Agent:		
Name: JOSEPH L. NOCERA Address: 195 SCHOOL ST City or town, State, Zip code, WALTHAM, MA 02451 USA Country:		
The Officers and Directors of the Corporation:		
Title	Individual Name	Address
PRESIDENT	JOSEPH L. NOCERA	195 SCHOOL ST. WALTHAM, MA 02451 USA
TREASURER	JOSEPH L. NOCERA	195 SCHOOL ST. WALTHAM, MA 02451 USA
SECRETARY	JULIA F. MIDDLEBROOK	195 SCHOOL ST. WALTHAM, MA 02451 USA
1ST. VICE PRESIDENT	JAMES P. NOCERA	195 SCHOOL ST. WALTHAM, MA 02451 USA
DIRECTOR	JOSEPH L. NOCERA	195 SCHOOL ST. WALTHAM, MA 02451 USA
DIRECTOR	JAMES P. NOCERA	

		195 SCHOOL ST. WALTHAM, MA 02451 USA
DIRECTOR	JEFFREY R NOCERA	195 SCHOOL ST. WALTHAM, MA 02451 USA
DIRECTOR	JEROME E NOCERA	195 SCHOOL ST. WALTHAM, MA 02451 USA
DIRECTOR	JOHN H NOCERA	195 SCHOOL ST. WALTHAM, MA 02451 USA

Business entity stock is publicly traded:

The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CNP	\$ 0.00	275,000	\$ 0.00	0

Consent
 Confidential Data
 Merger Allowed
 Manufacturing

View filings for this business entity:

- ALL FILINGS
- Administrative Dissolution
- Annual Report
- Application For Revival
- Articles of Amendment
- Articles of Chapter Surrender

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)

D

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Organization

FORM MUST BE TYPED

(General Laws Chapter 156D, Section 2.02) 950 CMR 113.16

ARTICLE I

The exact name of the corporation is:

The Chateau Restaurant of Franklin, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

To conduct a general restaurant business, including the preparation and sale of food both wholesale and retail, sale of beverages of all kinds including alcoholic and non-alcoholic beverages, and to do all things necessary, incidental or convenient to the carrying on of a general restaurant business. To carry on any business, operation or activity which may be lawfully carried on by a corporation organized under the Massachusetts Business Corporation Act of The Commonwealth of Massachusetts (Chapter 156D).

ARTICLE III

State the total number of shares and par value, * if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	275,000			

*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

Not Applicable

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

NONE

ARTICLE VI

Other lawful provisions, and if there are no such provisions, this article may be left blank.

See attachment sheet

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

The Chateau Restaurant of Franklin, Inc.

Sheet 6A

1. Minimum number of directors. The board of directors may consist of one or more individuals, notwithstanding the number of shareholders.

2. Personal liability of directors to corporation. No director shall have personal liability to the corporation for monetary damages for breach of his or her fiduciary duty as a director notwithstanding any provision of law imposing such liability, provided that this provision shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of loyalty to the corporation or its shareholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) for improper distributions under Section 6.40 of Chapter 156D of the General Laws of Massachusetts, or (d) for any transaction from which the director derived an improper personal benefit.

3. Authorization of directors to make, amend or repeal bylaws. The board of directors may make, amend or repeal the bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in Chapter 156D of the General Laws of Massachusetts, the Articles of Organization or the bylaws requires action by the shareholders.

4. Shareholder vote required to approve matters acted on by shareholders. The affirmative vote of a majority of all the shares in a voting group eligible to vote on a matter shall be sufficient for the approval of the matter, notwithstanding any greater vote on the matter otherwise required by any provision of Chapter 156D of the General Laws of Massachusetts.

5. Shareholder action without a meeting by less than unanimous consent. Action required or permitted by Chapter 156D of the General Laws of Massachusetts to be taken at a shareholders' meeting may be taken without a meeting by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting.

6. Authority of directors to create new classes and series of shares. The board of directors, acting without the shareholders, may (a) reclassify any unissued shares of any authorized class or series into one or more existing or new classes or series, and (b) create one or more new classes or series of shares, specifying the number of shares to be included therein, the distinguishing designation thereof and the preferences, limitations and relative rights applicable thereto, provided that the board of directors may not approve an aggregate number of authorized shares of all classes and series which exceeds the total number of authorized shares specified in the Articles of Organization approved by the shareholders.

June 7, 2019

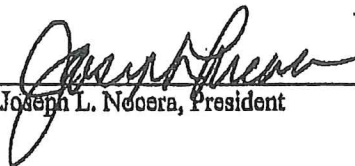
Secretary of The Commonwealth of Massachusetts
One Ashburton Place
Boston, MA 02108

Re: **The Chateau Restaurant of Franklin, Inc.**

Gentlemen:

As President of The Chateau Restaurant Corporation, I give The Chateau Restaurant of Franklin, Inc. permission to use the name "The Chateau Restaurant of Franklin, Inc." in The Commonwealth of Massachusetts.

The Chateau Restaurant Corporation

By: 
Joseph L. Nocerla, President

June 7, 2019

Secretary of The Commonwealth of Massachusetts
One Ashburton Place
Boston, MA 02108

Re: The Chateau Restaurant of Franklin, Inc.

Gentlemen:

As President of The Chateau Restaurant of Norwood, Inc., I give The Chateau Restaurant of Franklin, Inc. permission to use the name "The Chateau Restaurant of Franklin, Inc." in The Commonwealth of Massachusetts.

The Chateau Restaurant of Norwood, Inc.

By: 
Joseph L. Nocera, President

June 7, 2019

Secretary of The Commonwealth of Massachusetts
One Ashburton Place
Boston, MA 02108

Re: **The Chateau Restaurant of Franklin, Inc.**

Gentlemen:

As President of The Chateau Restaurant of Andover, Inc., I give The Chateau Restaurant of Franklin, Inc. permission to use the name "The Chateau Restaurant of Franklin, Inc." in The Commonwealth of Massachusetts.

The Chateau Restaurant of Andover, Inc.

By: 
Joseph L. Nocera, President

June 7, 2019

Secretary of The Commonwealth of Massachusetts
One Ashburton Place
Boston, MA 02108

Re: **The Chateau Restaurant of Franklin, Inc.**

Gentlemen:

As President of The Chateau Restaurant of Waltham, Inc., I give The Chateau Restaurant of Franklin, Inc. permission to use the name "The Chateau Restaurant of Franklin, Inc." in The Commonwealth of Massachusetts.

The Chateau Restaurant of Waltham, Inc.

By: 

Joseph L. Nocera, President

June 7, 2019

Secretary of The Commonwealth of Massachusetts
One Ashburton Place
Boston, MA 02108

Re: **The Chateau Restaurant of Franklin, Inc.**

Gentlemen:

As President of The Chateau Restaurant of Norton, Inc., I give The Chateau Restaurant of Franklin, Inc. permission to use the name "The Chateau Restaurant of Franklin, Inc." in The Commonwealth of Massachusetts.

The Chateau Restaurant of Norton, Inc.

By: 
Joseph L. Noce, President

June 7, 2019

Secretary of The Commonwealth of Massachusetts
One Ashburton Place
Boston, MA 02108

Re: **The Chateau Restaurant of Franklin, Inc.**

Gentlemen:

As President of The Chateau Restaurant of Westboro, Inc., I give The Chateau Restaurant of Franklin, Inc. permission to use the name "The Chateau Restaurant of Franklin, Inc." in The Commonwealth of Massachusetts.

The Chateau Restaurant of Westboro, Inc.

By: 
Joseph L. Nocera, President

June 7, 2019

Secretary of The Commonwealth of Massachusetts
One Ashburton Place
Boston, MA 02108

Re: The Chateau Restaurant of Franklin, Inc.

Gentlemen:

As President of The Chateau Restaurant of Burlington, Inc., I give The Chateau Restaurant of Franklin, Inc. permission to use the name "The Chateau Restaurant of Franklin, Inc." in The Commonwealth of Massachusetts.

The Chateau Restaurant of Burlington, Inc.

By: 
Joseph L. Nocera, President

June 7, 2019

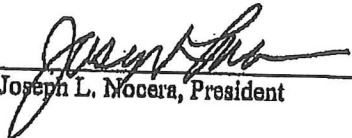
Secretary of The Commonwealth of Massachusetts
One Ashburton Place
Boston, MA 02108

Re: **The Chateau Restaurant of Franklin, Inc.**

Gentlemen:

As President of The Chateau Restaurant of Braintree, Inc., I give The Chateau Restaurant of Franklin, Inc. permission to use the name "The Chateau Restaurant of Franklin, Inc." in The Commonwealth of Massachusetts.

The Chateau Restaurant of Braintree, Inc.

By: 
Joseph L. Nocera, President

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT AND LANDLORD CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT AND LANDLORD CONSENT ("Agreement"), is entered into as of June 18, 2019, by and between Hotel Building Corporation ("Landlord"), BBRG TR, LLC, a Florida limited liability company ("Assignor"), and The Chateau Restaurant of Franklin, Inc., a Massachusetts corporation ("Assignee").

R E C I T A L S:

WHEREAS, Landlord, as landlord, and Assignor, as tenant, are parties to that certain Ground Lease dated May 19, 2000 (which together with any and all other amendments or assignments is hereinafter referred to as the "Lease" and is attached hereto as Exhibit A), for the restaurant space known as the Joe's American Bar & Grill located at 466 King St., Franklin, MA 02038 (Premises"); and

WHEREAS, all capitalized terms, if not defined in this Agreement, shall have the same meaning as defined in the Lease; and

WHEREAS, Assignor desires to assign all of its right, title, interest and obligation in, to, and under the Lease as "Tenant" to Assignee, and Assignee desires to accept such assignment and to assume, observe and perform all of the Assignor's right, title, interest and obligations in, to, and under the Lease as "Tenant", and Landlord agrees to consent to such assignment in accordance with the terms, covenants, and conditions described below; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed that as of the Effective Date:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated by reference as if fully set forth herein.


2. Validity of Lease. Assignor hereby warrants and represents that the Lease is valid, in good standing, and in full force and effect and that there is no known condition or state of facts now in existence, which, if not corrected, would constitute a default by Assignor, as the Tenant, or the Landlord, as the Landlord, under the terms of the Lease. Assignor warrants and represents that Assignor has not previously assigned the Lease.

3. Assignment. As of the Effective Date of this Agreement, and subject to all of the terms, provisions, conditions, obligations, covenants and agreements contained or referred to in the Lease to be observed and performed by the Tenant thereunder (collectively, the "Tenant Obligations"), Assignor hereby grants, bargains, sells, conveys, transfers, assigns and delivers unto Assignee all of Assignor's right, title, and interest in the Lease as "tenant".

4. Acceptance. As of the Effective Date of this Agreement, Assignee accepts the assignment of the Lease and assumes and agrees to observe and perform all of the Tenant Obligations, including but not limited to, the payment of all Rent (including but not limited to all Minimum Annual Base Rent, Percentage Rent (if any) and Additional Rent and Taxes) due to be paid to Landlord from and after the Effective Date, as fully and completely as though Assignee were the original tenant under the Lease.

5. Condition of Premises. Upon the Effective Date of this Agreement Assignee shall take possession of the Premises on an "AS IS", "WHERE IS" basis, subject to all faults, including but not limited to latent and patent defects and waives all warranties, express or implied, regarding the condition and use of the Premises, including but not limited to any warranty of merchantability or fitness for a particular purpose.. ASSIGNEE HEREBY ACKNOWLEDGES, AGREES AND AFFIRMS THAT ASSIGNEE (I) ACCEPTS THE PREMISES IN THEIR "AS IS" "WHERE IS" CONDITION, SUBJECT TO ALL FAULTS, INCLUDING, BUT NOT LIMITED TO, BOTH LATENT AND PATENT DEFECTS, AND (II) WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION AND USE OF THE PREMISES BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ASSIGNEE'S INITIALS



6. Assignor Released. The Landlord agrees that as of December 31, 2019 Assignor shall be released from all liability with respect to the Lease, including but not limited to performance of the Tenant Obligations, including without limitation, the payment of all Rent (including but not limited to all Minimum Annual Base Rent, Percentage Rent (if any) and Additional Rent and Taxes) due to be paid to Landlord after the Effective Date.

7. Landlord Consent. The Landlord hereby consents to the assignment of the Lease on the terms set forth in this Agreement.

8. Assignee's Duty. Assignee, for Assignee and its successors and assigns, hereby agrees to keep and perform, and to permit no violation beyond the expiration of applicable periods of notice and grace, of each and every covenant, agreement, term, provision, obligation and condition required to be kept, observed and performed as Tenant Obligations with respect to the Lease and the Premises after the Effective Date. If the Lease terminates after the Effective Date as a result of a default or breach by Assignee under the Lease, then Assignee shall be liable to Landlord for any damages they respectively suffer as a result.

9. Effective Date. This Assignment shall become effective (the "Effective Date") on the date that is the later to occur of (i) the date that is five (5) days after the later to occur of (a) the date of the final approval of Assignee's application for the issuance of a new 7-Day All Alcoholic Beverages License (with at least the same closing hours, seating capacity and permitted type of alcoholic beverages to be sold) as held by the restaurant and bar business known as "Joe's American Bar & Grill" located at the Premises (the "Liquor License"), by the Town of Franklin Licensing Commission ("License Commission") and by the Massachusetts Alcoholic Beverages Control Commission; and (b) the date that the Assignor surrenders the 7-Day All Alcoholic Beverages License held by Assignor that is located at the Premises to the License Commission (collectively "Liquor License Completion") and (ii) the date Assignee executes that certain Bill of Sale an unexecuted copy of which is attached hereto as Exhibit "B". In addition, on the Effective Date the Landlord shall deliver to the Assignee (i) an estoppel certificate in a form reasonably satisfactory to the Assignee indicating, among other things, that neither Assignor nor Landlord is in default under the Lease and that the Lease is in full force and effect as of the Effective Date; (ii) a notice of lease in a form satisfactory to the Assignee; and (iii) a subordination and non-disturbance agreement from Landlord's lender in a form reasonably satisfactory to the Assignee (collectively, the "Landlord Deliverables"). This Agreement shall be null and void and of no further force or effect without recourse to any party if any of the foregoing events do not occur, for any reason or if Landlord does not deliver the Landlord Deliverables on or prior to the Effective Date.

However notwithstanding anything in this Agreement to the contrary, Assignee shall assume Assignor's obligation to pay Rent on the earlier of: (1) 30 days following Liquor License Completion, (2) the day Assignee commences actual remodel work to the Premises, or (3) September 30, 2019.

10. Maintenance of Agreement. Assignee and Assignor acknowledge that their undertakings hereunder are given in consideration of Landlord's consent to this Agreement and that the Landlord would not consent to this Agreement were it not for the execution and delivery of this Agreement in the form and substance hereof.

11. Access to Premises by Assignee. Between the date of this Agreement and the Effective Date, Assignor and/or Landlord shall provide Assignee and its agents regular weekly access to the Premises at reasonable times for non-construction architectural and design planning purposes.

12. Amendment of Lease.

(a) From and after the Effective Date of this Agreement the Lease notices to Tenant shall be addressed as follows:

Tenant:

The Chateau Restaurant of Franklin, Inc
195 School Street
Waltham, MA 02451

13. Indemnification. (a) Assignee shall indemnify, defend and hold harmless Assignor from and against any and all claims, losses, liabilities, expenses (including reasonable attorneys' fees and costs), demands or causes of action (collectively, the "Claims") which may be asserted against or incurred by Assignor arising from, based upon or related to any liability or obligation of Assignee with respect to the Lease, including but not limited to any breach, failure, refusal or inability to perform any provision of the Lease required of Assignee, or arising from, based upon or related to the use or occupancy of the Premises after the Effective Date; and (b) Assignor shall indemnify, defend and hold harmless Assignee from and against any and all Claims which may be asserted against or incurred by Assignee arising from, based upon or related to any liability or obligation of Assignor with respect to the Lease, including but not limited to any breach, failure, refusal or inability to perform any provision of the Lease required of Assignor, or arising from, based upon or related to the use or occupancy of the Premises on or prior to the Effective Date.

14. Broker. Assignor and Assignee hereby represent, warrant and covenant to each other that no real estate broker, agent or salesperson has represented Assignor or Assignee in connection with this Agreement. Assignor and Assignee hereby agree to indemnify and hold the other party harmless against any loss, claim or expense incurred by the other party if the representation and warranty of either contained in this paragraph is untrue or inaccurate in any respect.

15. Inurement. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

16. Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

17. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original but all of which shall together constitute one and the same instrument.

18. Construction. This Agreement shall be governed by and construed in accordance with the laws of the State wherein the Premises are located.

19. Reconciliation. Assignor shall reimburse Landlord for all CAM charges and Real Estate Taxes levied against the Premises for all prior years for which such charges may still be due and owing prior to the Effective Date.

20. Acknowledgement of Liability. Assignee hereby acknowledges that Assignee has read and fully understands this Agreement. Assignee further acknowledges that this Agreement is a binding legal document and that Assignee has been given an adequate opportunity to seek the advice of legal counsel. Assignee understands that this Agreement will make Assignee responsible for all charges and obligations due and payable to Landlord or to be performed under the Lease from and after the date of the Effective Date.

21. Attorneys' Fees. If either Assignor or Assignee shall bring any legal action or proceeding against the other party in connection with this Agreement, the prevailing party in said action or proceeding shall be entitled to reasonable attorneys' fees, in addition to any other judgment of the court.

22. Integration. This Agreement constitutes the entire agreement between the Assignor and Assignee regarding the subject matter hereof and supersedes all prior agreements and understandings of the parties related thereto.


23. Waiver. No waiver shall be binding unless executed in writing by the party agreeing to waive the provision.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made as of and on the date first written above.

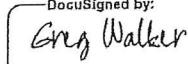
LANDLORD:

HOTEL BUILDING CORP
a Massachusetts corporation

DocuSigned by:
By: 
Name: 283121B54B242D... Joseph Tagliente
Title: CFO
Dated: 6/19/2019

ASSIGNOR:

BBRG TR, LLC,
a Florida limited liability company

DocuSigned by:
By: 
Name: EBF3D31F372... Greg Walker
Title: Vice President
Dated: 6/18/2019

ASSIGNEE:

The Chateau Restaurant of Franklin, Inc
a Massachusetts corporation

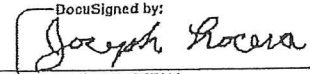
DocuSigned by:
By: 
Name: 09F4A00AF7BE488... Joseph L. Nocera
Title: President
Dated: 6/20/2019

EXHIBIT A

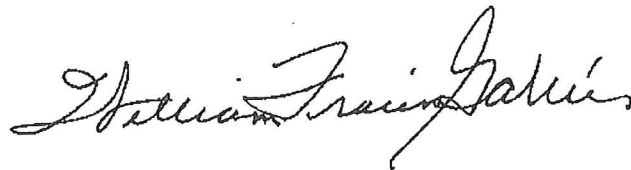
Description of Lease

Ground Lease dated May 19, 2000, between Hotel Building Corp. and Franklin Restaurant, Inc. (successor in interest to The Ground Round, Inc.)

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 18, 2019 02:34 PM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

JOE'S AMERICAN BAR & GRILL (The Gold Fork)
FRANKLIN, MASSACHUSETTS

Location: 466 King Street
Franklin, MA 02038

Premises: The land and the buildings at the corner of King and Union Streets containing a total of 126,972 square feet, including the existing building and improvements, and parking facilities.

Term: *7/13/00* The Initial Term of this Lease shall be for ten (10) years commencing on the Commencement Date and ending on the last day of the month in which the tenth anniversary of the Commencement Date occurs.

The Tenant shall have the right to extend the Initial Term for six successive periods of 5-years each.

Base Rent:

years 1 - 5	<i>8/1/00 - 7/31/05</i>	\$115,000 per year
years 6 - 10	<i>8/1/05</i>	\$125,000 per year <i>8/1/05 - 7/31/10</i>
years 11 - 15		\$140,000 per year <i>8/1/10 - 7/31/15</i>
years 16 - 20		\$156,800 per year
years 21 - 25		\$175,616 per year
years 26 - 30		\$196,689 per year
years 31 - 35		\$220,292 per year
years 36 - 40		\$246,727 per year

Additional Rent and Taxes: Tenant will pay all Real Estate Taxes.

GROUND LEASE

BY AND BETWEEN

LANDLORD: HOTEL BUILDING CORP.

AND

TENANT: THE GROUND ROUND, INC.

DATE: May 19, 2000

ADDRESS OF PREMISES:

King and Union Streets
Franklin, Massachusetts

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EXHIBITS

- A. LAND
- B. ENCUMBRANCES
- C. SUBORDINATION AND NON-DISTURBANCE AGREEMENT
- D. HOTEL PARCEL
- E. PROHIBITED USES

GROUND LEASE

LANDLORD: HOTEL BUILDING CORP.

TENANT: THE GROUND ROUND, INC.

LOCATION: _____
street address of Demised Premises, including zip code

THIS GROUND LEASE, made as of the 19 day of May, 2000, by and between Hotel Building Corp., a Massachusetts corporation, with offices at 131 River Road, Andover, MA 01810 (hereinafter referred to as "Landlord"), and THE GROUND ROUND, INC., a Delaware corporation, with offices at 35 Braintree Hill Office Park, Braintree, MA 02184-9078 (hereinafter referred to as "Tenant").

W I T N E S S E T H:

ARTICLE I. GRANT

Section 1.01 Demised Premises

Landlord hereby leases to Tenant and warrants that it has the ability to lease for the term hereof, and Tenant hires from Landlord, on the terms and conditions hereinafter set forth, all that certain land, described on Exhibit "A", which is attached hereto and by reference made a part hereof, together with the existing building (the "Building") and improvements thereon and to be constructed thereon, if any, including parking facilities, together with all easements, rights, privileges, appurtenances, and the right of ingress and egress. The described land, together with the improvements, etc., thereon, is hereinafter referred to as the "Demised Premises". According to the recorded plan referred to in said Exhibit A, the Demised Premises contain approximately one hundred twenty-six thousand nine hundred seventy-two (126,972) square feet of land. The Demised Premises shall be leased subject to only those encumbrances set forth on Exhibit B hereto attached.

The Demised Premises described in Exhibit "A" attached hereto shall, if required by the Tenant, be subject to a more definitive legal description as shall be obtained by the Tenant from a survey acceptable to the Tenant. The Landlord hereby agrees that the Tenant may enter upon the lands of the Landlord upon reasonable prior notice (which may be given orally to Landlord's President, any Vice President, or any property manager) to the extent necessary to perform its survey work at any time after the execution of this Lease by the Landlord.

ARTICLE II. ORIGINAL TERM-OPTION TERM-SPECIFIC CONDITIONS

Section 2.01 Original Term - Commencement Date

This Lease shall be for an original term of ten (10) years (hereinafter referred to as "Original Term") commencing on the "Commencement Date" (as that term is hereinafter defined) and ending ten (10) years thereafter. The Commencement Date and Tenant's obligations to pay the Minimum Annual Rent, additional rent and any other monetary obligations herein contained shall commence upon the date of the Closing under, and as defined in, that certain Asset Purchase and Sale Agreement of even date herewith between Landlord's affiliate, Domterant, Inc. (the "Seller"), as Seller, and Tenant, as Buyer (the "Asset Purchase Agreement"), pursuant to which the parties expect Tenant to acquire all the assets of the restaurant currently operating at the Demised Premises. If the Asset Purchase Agreement terminates without the occurrence of the Closing, then upon such termination this Lease shall also be deemed terminated and of no further force or effect.

Section 2.02 Option Term

Tenant shall have the right to extend the term of this Lease for six (6) successive periods of five (5) years each (individually and collectively, the "Option Term"), upon the same covenants, agreements and conditions herein set forth. Each option shall be deemed exercised by Tenant, and the Term shall be extended automatically for each Option Term unless Tenant, at least one hundred eighty (180) days prior to the end of the Term (as then extended) notifies Landlord that Tenant is not exercising its option to extend (or further extend) the Term.

Section 2.03 Original Term and Option Term

The Original Term of this Lease and the Option Term are herein sometimes collectively referred to as "Term".

Section 2.04 Lease Year

The term "Lease Year" as used herein shall mean the twelve (12) calendar month period beginning with the Commencement Date hereof, or in the event that the Commencement Date shall not be the first day of a calendar month, the First Lease Year shall commence on the first day of the first calendar month following the Commencement Date and ending the last day of the twelfth (12th) calendar month thereafter. Successive Lease Years shall be for the same twelve (12) calendar month period.

Section 2.05 Specific Conditions to Lease

Landlord and Tenant agree and acknowledge that this Lease (and Tenant's obligations hereunder, including the payment of all Minimum Annual Rent, and additional rent and other monetary obligations) is specifically contingent upon the satisfactory completion, compliance or obtaining of the following "Specific Conditions":

(a) Necessary Permits

Tenant obtaining, within one hundred twenty (120) days after the execution and delivery of this Lease by both parties hereto (said date of execution and delivery hereinafter referred to as the "Execution Date"), all permits and licenses, including any special permit or plan approval required, necessary or appropriate from all governmental and/or quasi-governmental authorities exercising jurisdiction over the maintenance and use of the Demised Premises and the Building for the continuation by Tenant of the operation therein of an American Hospitality Concepts, Inc. restaurant (hereinafter referred to as "Gold Fork Restaurant", it being understood that the names Gold Fork and Berkshire Grill shall be synonymous and each refer to the same restaurant concept), including but not limited to all zoning and board of health permits, permits for the continuation and maintenance of a Gold Fork Restaurant fascia and pylon sign stanchions, awnings, lighting, mansard roof sections, color schemes and other features distinctive of a typical Gold Fork Restaurant, all to the extent now existing at the Demised Premises (said permits and licenses herein collectively referred to as "Necessary Permits"). Landlord shall cooperate fully with Tenant's efforts to obtain any Necessary Permit, including, without limitation, executing and delivering within five (5) days of Tenant's request such applications and other documents as Tenant requests; and

(b) Utilities

Tenant determining, within thirty (30) days after the Execution Date, that all necessary utilities to the Demised Premises, including 800 AMP electric, 3" gas, 2" water, adequate sewer, telephone, cable (if available), adequate water service for fire protection sprinkler system, and any other necessary utilities are available at the Building; and

(c) Alcoholic Beverage License

The approval and issuance to Tenant within one hundred twenty (120) days after the Execution Date of a seven day all alcoholic beverage liquor license providing for hours of operation from 11:00 a.m. to 1:00 a.m. Monday through Saturday into Sunday morning and from 12:00 noon to 12 midnight on Sunday (or such longer time period as allowed by law), issued by all governmental authorities exercising jurisdiction over the Demised Premises and said alcoholic beverage license (hereinafter referred to as "License"); and

(d) Title Insurance

Landlord shall have good and marketable fee simple title to said Demised Premises, and Tenant shall obtain, within sixty (60) days after the Execution Date, a leasehold

policy of title insurance from a nationally recognized title insurance company insuring the Demised Premises and the means of ingress and egress thereto without material exception, free and clear of all liens, encumbrances and restrictions, except as maybe agreed to by Tenant in its sole discretion, and including such affirmative coverages and endorsements as may be required by Tenant, and Tenant shall, within sixty (60) days after the Execution Date, obtain a survey certified by a licensed civil engineer which accurately locates and describes, among other things, the boundary lines of the Demised Premises, topographical elevation of said premises, established building lines, if any, grades and lines of abutting streets and alleys and adjoining property, all rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and complete detail pertaining to existing building or other improvements and as to available service and utility lines. If Tenant's survey shall determine, in Tenant's reasonable discretion, that the Demised Premises are not in compliance with all applicable municipal zoning requirements and/or do not have the benefit of any necessary special permit or variance, then Tenant may, prior to the sixtieth (60th) day after the Execution Date, terminate this Lease by given notice thereof to Landlord. The cost of said survey shall be paid by Tenant. All expenses of obtaining a recognition agreement in the form of Exhibit C hereto attached from each holder of a mortgage prior to the lien of this Lease and of removing any encumbrance not set forth in Exhibit B hereto attached and arising as a result of any voluntary act of Landlord (i.e., mortgage, mechanic's lien related to work authorized by Landlord) shall be paid by Landlord; and

(e) Lenders Approval

Tenant obtaining, within thirty (30) days after the Execution Date, formal approval of this lease by its lenders; and

(f) Possession of Demised Premises

Possession of the Demised Premises being delivered to Tenant free and clear of all tenants and other occupants and in good condition and repair, together with access to the means of the ingress and egress from the Demised Premises to public streets and ways bordering the Demised Premises; and

(g) Hazardous Waste Certificate

Tenant shall obtain, within sixty (60) days after the Execution Date, an engineering survey from a registered engineer certifying that the Demised Premises are free and clear of all oil, gas, noxious substances or other hazardous waste regulated by federal or state statutes or regulations, it being understood and agreed that on or before the Execution Date, Landlord shall deliver to Tenant copies of all environmental reports with respect to the Demised Premises in Landlord's possession; and

(h) Parking Spaces

Tenant receiving, within sixty (60) days after the Execution Date, such assurances as Tenant deems appropriate to the effect that the Demised Premises contain not less than the minimum number of parking stalls required for the construction and operation of

a Gold Fork Restaurant at the Demised Premises under all applicable zoning bylaws, building ordinances, and other rules and regulations.

In the event that Tenant has not satisfied or obtained the final completion, compliance or obtaining of all the above-referenced Specific Conditions (including obtaining said recognition agreement from each holder of a prior mortgage), by the applicable Cancellation Date (being the date set forth above in subsections (a) through (h), respectively), Tenant may by written notice to Landlord terminate and cancel this Lease whereupon this Lease shall be deemed null and void and of no further recourse to the parties hereto. Tenant and Landlord expressly agree upon execution of this Lease to make prompt, diligent and continuing efforts to obtain, complete, comply or otherwise satisfy the Specific Conditions, provided however, that Tenant shall not be obligated to perfect, prosecute or defend any appeal or denial of the License. Tenant may by written notice to Landlord waive any Specific Condition. Provided Tenant has submitted all required materials and is awaiting a decision from a governmental entity or permit granting authority, Tenant shall have the option of extending the time period (referenced above) until the permit granting authority renders a decision and all appeal periods have expired (but in no event more than an additional 60 days by notice to Landlord on or before said Cancellation Date. It is understood and agreed that the time for the Closing under the Asset Purchase Agreement shall be extended to the latest date by which Tenant shall have the right to terminate and cancel this Lease under this Section 2.05.

ARTICLE III. RENT

Section 3.01 Minimum Annual Rent

Commencing on the Commencement Date and continuing thereafter during the Term, Tenant covenants and agrees to pay to Landlord, Minimum Annual Rent payable in advance in monthly installments on the first day of each calendar month without deduction or setoff at the office of Landlord or at such other place designated in writing by Landlord.

(a) Lease Years One Through Five

The Minimum Annual Rent payable during each of Lease Years one (1) through five (5) of the Term shall be One Hundred Fifteen Thousand and 00/100 (\$115,000.00) Dollars, payable in equal monthly installments of Nine Thousand Five Hundred Eighty-Three and 33/100 (\$9,583.33) Dollars. In the event the Commencement Date shall not be the first day of a calendar month, Tenant shall make pro rata daily payments to Landlord in the amount of Three Hundred Nineteen and 44/100 (\$319.44) Dollars from the Commencement Date to the commencement of the First Lease Year.

(b) Lease Years Six Through Ten

The Minimum Annual Rent payable during each of Lease Years six (6) through ten (10) of the Term shall be One Hundred Twenty-Five Thousand and 00/100 (\$125,000.00) Dollars, payable in equal monthly installments of Ten Thousand Four Hundred Sixteen and 67/100 (\$10,416.67) Dollars. In the event the Commencement Date shall not be the first day of a calendar month, Minimum Annual Rent shall be pro-rated for the period from the first day of the last calendar month of the Term, to the last day of the Term.

(c) Lease Years Eleven Through Fifteen (if any)

The Minimum Annual Rent payable during each of Lease Years eleven (11) through fifteen (15) of the Term shall be One Hundred Forty Thousand and 00/100 (\$140,000.00) Dollars, payable in equal monthly installments of Eleven Thousand Six Hundred Sixty-Seven and 67/100 (\$11,666.67) Dollars. In the event the Commencement Date shall not be the first day of a calendar month, Minimum Annual Rent shall be pro-rated for the period from the first day of the last calendar month of the Term, to the last day of the Term.

(d) Lease Years Sixteen Through Twenty (if any)

The Minimum Annual Rent payable during each of Lease Years sixteen (16) through twenty (20) of the Term shall be One Hundred Fifty Six Thousand Eight Hundred and 00/100 (\$156,800.00) Dollars, payable in equal monthly installments of Thirteen Thousand Sixty-Six and 67/100 (\$13,066.67) Dollars. In the event the Commencement Date shall not be the first day of a calendar month, Minimum Annual Rent shall be pro-rated for the period from the first day of the last calendar month of the Term, to the last day of the Term.

(e) Lease Years Twenty-One Through Twenty-Five (if any)

The Minimum Annual Rent payable during each of Lease Years twenty-one (21) through twenty-five (25) of the Term shall be One Hundred Seventy-Five Thousand Six Hundred Sixteen and 00/100 (\$175,616.00) Dollars, payable in equal monthly installments of Fourteen Thousand Six Hundred Thirty-Four and 67/100 (\$14,634.67) Dollars. In the event the Commencement Date shall not be the first day of a calendar month, Minimum Annual Rent shall be pro-rated for the period from the first day of the last calendar month of the Term, to the last day of the Term.

(f) Lease Years Twenty-Six Through Thirty (if any)

The Minimum Annual Rent payable during each of Lease Years twenty-six (26) through thirty (30) of the Term shall be One Hundred Ninety-Six Thousand Six Hundred Eighty-Nine and 00/100 (\$196,689.00) Dollars, payable in equal monthly installments of Sixteen Thousand Three Hundred Ninety and 75/100 (\$16,390.75) Dollars. In the event the

Commencement Date shall not be the first day of a calendar month, Minimum Annual Rent shall be pro-rated for the period from the first day of the last calendar month of the Term, to the last day of the Term.

(g) Lease Years Thirty-One Through Thirty-Five (if any)

The Minimum Annual Rent payable during each of Lease Years thirty-one (31) through thirty-five (35) of the Term shall be Two Hundred Twenty Thousand Two Hundred Ninety-Two and 00/100 (\$220,292.00) Dollars, payable in equal monthly installments of Eighteen Thousand Three Hundred Fifty-Seven and 67/100 (\$18,357.67) Dollars. In the event the Commencement Date shall not be the first day of a calendar month, Minimum Annual Rent shall be pro-rated for the period from the first day of the last calendar month of the Term, to the last day of the Term.

(h) Lease Years Thirty-Six Through Forty (if any)

The Minimum Annual Rent payable during each of Lease Years thirty-six (36) through forty (40) of the Term shall be Two Hundred Forty-Six Thousand Seven Hundred Twenty-Seven and 00/100 (\$246,727.00) Dollars, payable in equal monthly installments of Twenty Thousand Five Hundred Sixty and 58/100 (\$20,560.58) Dollars. In the event the Commencement Date shall not be the first day of a calendar month, Minimum Annual Rent shall be pro-rated for the period from the first day of the last calendar month of the Term, to the last day of the Term.

In addition to and not in limitation of any right of Landlord under Article XIV hereof, if any monthly installment of rent shall not be paid within ten (10) days after its due date, Tenant shall pay to Landlord as additional rent a late fee equal to Two Hundred Fifty Dollars (\$250.00). After ten (10) such occurrences, the late fee shall increase to Five Hundred Dollars (\$500.00).

ARTICLE IV. LANDLORD'S WORK - TENANT'S WORK

Section 4.01 Landlord's Work

To the best of Landlord's knowledge, the Demised Premises, the Building and all operating and mechanical systems and structural components are as of the Execution Date in good condition and repair. Upon the Commencement Date, Landlord shall deliver the Demised Premises and the Building to Tenant in the same condition they are now in, reasonable wear and tear excepted. Provided Landlord shall so deliver the Building to Tenant, Tenant shall accept the Building in an "AS IS" condition upon the Commencement Date. Landlord shall have no liability to Tenant as a result of any defect in the Building except to the extent Landlord actually knew of such defect and failed to disclose same. Tenant's duty to pay rent shall not be affected by any alleged defect. Notwithstanding the foregoing terms of this

Section 4.01, if, during the period between the Execution Date and the Commencement Date, the Demised Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Landlord shall repair or restore the Demised Premises to substantially the same condition they were in immediately prior to such casualty. If such repair and restoration shall not have been completed prior to the Commencement Date, then Tenant shall accept the Demised Premises upon the Commencement Date, provided that (i) Landlord shall assign to Tenant insurance proceeds (including payment of any deductible) adequate (in the reasonable judgment of Tenant) to complete such repair and restoration; (ii) Tenant shall obtain suitable and satisfactory confirmation from the insurance company recognizing Tenant's rights with respect to such insurance proceeds; and (iii) all rent and other amounts payable by Tenant pursuant to this Lease shall be suspended or abated until the earlier of (x) the fifteenth (15th) day after completion of such repair and restoration, or (y) the 180th day after the Commencement Date. It shall be Landlord's obligation to perform, complete, comply or otherwise satisfy the foregoing conditions. It is understood and agreed that the parties shall cooperate in the adjustment with the insurance company of any loss prior to the Commencement Date and that, prior to the Commencement Date, Tenant shall have a reasonable opportunity to participate in such adjustment.

If in evaluating the adequacy of the insurance proceeds the parties are unable to agree upon the cost to complete such repair or restoration, then the parties shall meet within twenty (20) days of the date the disagreement becomes apparent and shall resolve the dispute in one of the following manners acceptable to both parties:

1. Select a contractor acceptable to both parties to estimate and bid the work; or
2. Select an architect/engineer acceptable to both parties to estimate the cost of the work.

If the parties are unable to agree on one of the above methods to resolve the dispute and, as a result thereof, the Asset Purchase Agreement terminates without the occurrence of the Closing, then upon such termination this Lease shall terminate and be of no further force and effect as provided in Section 2.01.

If the parties agree upon one of the above methods to resolve the dispute, then Landlord shall cause the amount so determined to be available to fund the completion of such work.

ARTICLE V. REAL ESTATE TAXES

Section 5.01 Real Estate Taxes Assessed on Demised Premises

Landlord represents and warrants that the Demised Premises consist of a separate tax lot or tax lots, and that no portion of any land or improvement not included in the Demised Premises is included within the tax lot consisting of all or a portion of the Demised Premises.

Promptly after the Commencement Date, Tenant shall endeavor to cause the appropriate municipality to send to Tenant, as and when issued, all real estate tax bills related to the following obligation of Tenant. Tenant shall pay directly to the appropriate municipal officials so long as the Demised Premises constitute a separate tax parcel, otherwise to Landlord, as additional rent, all real estate taxes levied by the municipality or by any succeeding governmental authority, which may be levied or assessed by lawful authorities, during the Term hereof against the Demised Premises, as they become due and payable. If Tenant shall fail to perform its obligation under the preceding sentence, Landlord may, at its option, elect to make such payment and the amount so paid shall upon demand become due to Landlord as additional rent. If such bills are not sent timely to Tenant by said municipality, then Landlord shall be responsible for sending the same to Tenant as hereinafter provided.

Landlord shall, after receipt of any tax bill or other notice of tax due on the Demised Premises, furnish Tenant with a copy of such bill or notice in time sufficient to allow Tenant to comply with such notice prior to imposition of any penalty and/or interest thereon.

In the event the Demised Premises do not constitute a separate tax parcel and Landlord does not forward such tax bills to Tenant as provided herein, Landlord shall reimburse Tenant for any late penalty Tenant is required to pay caused by Landlord's failure to timely forward such bill. In the event Landlord fails to forward such notice of increase of assessment to Tenant, and Tenant is not allowed to contest such increase because of Landlord's failure to timely forward such notice, Landlord shall reimburse Tenant for those taxes paid by Tenant in relation to the increased assessment.

Section 5.02 Substitute Form of Tax

If at any time during the Term hereof a tax or excise on rents or other tax, however described, is levied or assessed against Landlord's interest in the Demised Premises, in addition to or as a substitute in whole or in part for real estate taxes presently assessed on land and buildings or on land or buildings, and Landlord provides Tenant with notice thereof and a copy of the applicable bill or bills, Tenant covenants to pay and discharge such tax or excise on rents or other alternative tax. Nothing contained herein or in any other provision of this Lease shall require Tenant to pay any income, franchise, estate, inheritance, succession, capital levy, transfer or income tax, or any other tax, assessment, charge or levy payable by Landlord under this Lease except to the extent hereinabove provided.

Section 5.03 Abatements

The real estate taxes for any tax year shall be deemed to be the real estate taxes assessed for such year until such time as an abatement, rebate or refund shall be made for any tax year and refunded or credited to Tenant as Tenant so elects. Provided no condemnation proceeding is then pending, Tenant shall have the exclusive right to seek such abatement, rebate or refund in Tenant's name, but at Tenant's sole cost and expense; and in such event and as a condition of Tenant's obligation to pay real estate taxes hereunder, Landlord shall

cooperate with Tenant, and provide all information, data, documents, and the like in support of any such abatement, rebate or refund proceeding brought by Tenant and shall fully cooperate in such proceeding including, without limitation, execution and delivery within five (5) days of Tenant's request of such applications, petitions, complaints and other documents as Tenant requests.

ARTICLE VI. TENANT'S FURTHER REPRESENTATIONS AND OBLIGATIONS

Section 6.01 Ownership of Tenant's Fixtures-Removal

Tenant, at the expiration or any sooner termination of the Term, shall remove its goods and effects and yield up the Demised Premises in as good order, repair and condition as existed on the Commencement Date, except for reasonable wear and tear, use and insured casualty, and takings, if any. Upon the expiration of the Term, Tenant may remove all of Tenant's Fixtures (as that term is hereinafter defined) and shall also have the right to remove or change any particular feature of the Demised Premises, or improvements on or in the Demised Premises which may bear the "Gold Fork" or other American Hospitality Concepts, Inc. restaurant logo or color scheme irrespective of the degree or character of annexation to the Demised Premises (it being expressly agreed that at all times hereof all signs, furniture, equipment, and trade fixtures, including booths, counters, lighting, kitchen and bar equipment, etc., whether or not affixed to the building located at the Demised Premises shall be considered Tenant's personal property and may be removed and/or replaced by Tenant at any time (herein collectively referred to as "Tenant's Fixtures")), provided that any damage caused by any such removals or replacement shall be reconstructed or repaired forthwith by Tenant at Tenant's expense. Tenant may also conduct an auction at the Demised Premises of its property. In the event that Tenant shall fail so to remove Tenant's Fixtures or other improvements within ten (10) days after the expiration or sooner termination of this Lease, then upon such 10th day, all such Tenant's Fixtures and/or other improvements shall become the property of Landlord. It is understood and agreed, however, that at the end of the term of this Lease Tenant shall not remove any built-in equipment used to supply heat, air-conditioning, or ventilation to the Building, any wiring, plumbing, pipes, conduits and other utilities and sprinkler fixtures located within the walks, ceilings or floors of the Building, and any sinks, toilets, and other plumbing fixtures located within the bathrooms of the Building.

Section 6.02 Tenant's Repair and Maintenance

Tenant shall, at all times during the Term hereof, at its own cost and expense, maintain in good repair and condition, reasonable wear and tear excepted, the Building and other improvements on the Demised Premises or forming a part thereof, and the equipment and appurtenances, both inside and outside, structural and non-structural. Tenant shall also, at its own cost and expense, maintain in good repair and free from dirt, snow, ice, rubbish and other obstructions or encumbrances, the sidewalks, curbs on, in front of and/or adjacent to the

Demised Premises and parking lot within the Demised Premises. Tenant shall be responsible for making any alterations or repairs to the Building and other improvements situated on the Demised Premises required by any law, rule or regulations of any federal, state or municipal government, or any department or division thereof, having jurisdiction over the Demised Premises. If Tenant refuses or neglects to make any necessary repair to the exterior or structural components of the Building or the outside areas of the Demised Premises within the prescribed time after notice for curing of defaults under this Lease, Landlord may, at its option, after notice to Tenant, make such repairs and any reasonable amount paid or contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, Tenant agreeing to reimburse Landlord therefor as additional rent within twenty (20) days after submission of a bill therefor, and if such sums are not so paid when due, they shall bear interest at the highest rate permitted by law or twelve (12%) percent per annum (whichever is less) from the date due until fully paid.

Section 6.03 Alterations

Subject to the terms of this Section 6.03, Tenant shall have the right to make all alterations, additions or improvements to the Demised Premises and/or to the Building (interior or exterior, structural or non-structural) which the Tenant deems necessary or desirable, including the right to change the business style and/or operational format to any other that the Tenant so desires. Tenant agrees that Tenant shall not make any alterations to the exterior or structural components of the Building without first submitting plans and specifications therefor to Landlord for Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed. In its review of any major structural or exterior change, Landlord may take into consideration the character and appearance of the Building and the general character of other buildings in the area. Failure of Landlord to give notice of approval or disapproval of such plans and specifications within twenty (20) days after receipt thereof shall be deemed approval. If a proposed alteration is in conjunction with a proposed change of use to a non-restaurant use, Tenant shall so advise Landlord when the plans depicting the alteration are submitted to Landlord for approval.

Any changes, alterations, improvements and additions made by Tenant shall be performed in a good and workmanlike manner and in conformity with applicable laws, rules, regulations and building codes relating thereto. Tenant agrees to save harmless and indemnify Landlord from any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work. If any mechanic's or materialmen's lien is filed against the Demised Premises for work claimed to have been done for, or materials furnished to Tenant, Tenant shall cause the same to be discharged of record or bonded over at Tenant's expense within ten (10) days after request from Landlord.

Notwithstanding the ownership of alterations, additions or improvements made to the Demised Premises, the Tenant shall retain all rights to utilize depreciation deductions with respect to all alterations, additions or improvements made at the Tenant's expense.

Section 6.04 Signs

Tenant may erect or place on any portion of the Demised Premises, including without limitation, the Building, any sign, awning or canopy, or temporary banner or sign advertising special menu items, subject to all local codes and ordinances. The Landlord agrees to execute and deliver within five (5) days of Tenant's request such consents or applications or other documents requested by Tenant to erect such signs as may be required by any governmental authorities, and to otherwise cooperate fully with Tenant with respect to the foregoing. Notwithstanding the foregoing, Tenant may not erect any exterior signs advertising off-premises activity without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion, and all signs of a temporary nature must be of professional quality.

Section 6.05 Utility Charges

Tenant shall be solely responsible for and shall pay all charges for heat, water, sewer, gas, electricity, telephone, or any other utility used or consumed by it upon or from the Demised Premises. Tenant's utility consumption shall be separately metered.

Section 6.06 Assignment, Subletting

Subject to the terms of this Section 6.06, the Tenant shall have the right to assign, sublet, mortgage or transfer any or all of its rights and privileges under this Lease, provided, however, that no such assignment, subletting, mortgage or transfer shall operate to relieve the Tenant of its obligations for the performance of all of the terms and conditions of this Lease, including the payment of the rent herein reserved. Any assignment of this Lease to an assignee that is not a Permitted Assignee (as hereinafter defined) shall be subject to Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. Tenant shall submit together with any request for such consent a financial statement of the proposed assignee or sublessee, bank references, the names of the senior officers and directors, partners, members, managers or other individuals with operating control of the proposed assignee or sublessee with a method for contacting them, information regarding the operating history of the proposed assignee or sublessee, and such other information as Landlord may reasonably request within ten (10) business days of its receipt of such request from Tenant, all of which information, other than public information, shall be kept strictly confidential by Landlord. Failure of Landlord to give notice of its consent or its reasonable denial of consent to any such proposed assignment within thirty (30) days after receipt of a request therefor complete with all information reasonably requested by Landlord within said period of ten (10) business days, if any, shall be deemed consent to such assignment. As used herein, a "Permitted Assignee" shall be (i) any business organization affiliated (as hereinafter defined) with Tenant or with Tenant's parent, American Hospitality Concepts, Inc. ("AHCI"), (ii) any business organization resulting from the consolidation or merger of Tenant or AHCI with any other business organization or organizations, or (iii) any business organization which alone or with other business organizations shall, approximately concurrently, acquire all or substantially all of the

restaurant operations of Tenant in Massachusetts then operating under the name and concept of the restaurant then or theretofore operated at the Demised Premises, provided that such acquisition shall include not less than five (5) restaurant operations wherever located. A business organization shall be deemed to be affiliated with Tenant or AHCI (a) if such business organization controls or is controlled by Tenant or AHCI, either directly by ownership of a majority of its voting stock or, if publicly held, of such minority thereof as to give it substantial control (meaning the ability to elect a majority of the Board of Directors) of such corporation, or indirectly by ownership of such majority of voting stock of another business corporation so controlling or controlled by such corporation, or (b) if such business organization is a parent or subsidiary of Tenant or AHCI, direct or remote, or (c) if such business organization and Tenant or AHCI are substantially controlled by the same stockholders or their families, or (d) if such business organization is a franchisee of Tenant or AHCI.

The Tenant is given and has the absolute right without the Landlord's consent to mortgage its interest in this Lease, subject to the terms of Article XVII hereof, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of the Landlord in and to the Demised Premises.

After any assignment of Tenant's interest in this Lease, Landlord shall not exercise any rights or remedies under Article XIV on account of any default under said Article XIV unless Landlord shall give notice to the Tenant named herein, as well as the tenant in possession, of such default and the opportunity to cure the same after such notice, within the period of time, after such notice, provided in Article XIV.

Section 6.07 Name Change

Tenant may operate its restaurant within the Demised Premises under such trade name as Tenant, from time to time, elects. ✓

Section 6.08 Governmental Regulations

Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities now in force, or which may hereafter be in force, pertaining to the Demised Premises, and shall observe all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force. Tenant shall pay all charges, fines, or penalties imposed by any governmental entity as a result of Tenant's non-compliance with the foregoing.

Section 6.09 Use.

The Demised Premises are currently used for the operation of a family style restaurant. Upon the Commencement Date, Tenant shall occupy and continue to use the Demised Premises as a place of business for the purpose of operating a family style restaurant and for the purpose

of selling alcoholic beverages for on-premises consumption. However, Tenant shall not be limited to these operations and may use the Demised Premises for any other lawful use, other than the uses listed on Exhibit E hereto attached (the "Prohibited Uses"), provided that such new operation, activity or business shall be permissible under and meet the requirements of all applicable laws, ordinances, rules, and regulations of any duly constituted authority. Notwithstanding the foregoing, the parties agree that Tenant shall not change the use of the premises from a so-called casual dining concept restaurant to any other permitted use at a time when the Landlord is operating a limited service hotel at the Hotel Parcel, without first obtaining the written consent of the Landlord. Notwithstanding anything herein contained to the contrary, if after the fifth (5th) anniversary of the Commencement Date and while Landlord is operating a limited service hotel at the Hotel Parcel, (i) Tenant requests Landlord's consent to change the use of the Demised Premises from a so-called casual dining concept restaurant to any other legal use that is not a Prohibited Use and Landlord fails to consent unconditionally to such change (or imposes conditions on such consent not acceptable to Tenant) within thirty (30) days after receipt of such request, then Tenant shall have the right to terminate this Lease upon notice thereof to Landlord given within thirty (30) days after the expiration of such 30-day period, which termination shall be effective on the 180th day after such notice of termination, provided that Landlord may accelerate the effective date of such termination by notice to Tenant given not less than thirty (30) days prior to such accelerated termination date; or (ii) the Demised Premises shall be closed for business to customers for any period of 135 consecutive days or more, other than as the result of a cause or event referred to in Articles IX or X hereof or remodeling being diligently pursued, then, at any time thereafter but prior to any date on which Tenant shall give notice to Landlord that Tenant shall thereafter reopen the Demised Premises for business to customers ("Tenant's Reopening Notice"), Landlord may, at its election, terminate this Lease by giving Tenant notice thereof and this Lease shall terminate on the thirtieth (30th) day after the giving of such notice, and any termination under foregoing clauses (i) or (ii) shall release Tenant from all further obligations hereunder from and after the date of such termination. If Tenant shall give Tenant's Reopening Notice as aforesaid, Tenant shall open the Demised Premises for business on or before the ninetieth (90th) day after the date of Tenant's Reopening Notice.

ARTICLE VII. LANDLORD'S FURTHER REPRESENTATIONS AND OBLIGATIONS

Section 7.01 Activities Affecting the Demised Premises

Landlord represents and warrants there are no pending or, to the best of Landlord's knowledge (without having made any investigation for information outside of its possession), threatened condemnation or other legal proceedings such as highway changes, zoning changes, etc., affecting the Demised Premises or the immediate surrounding area, or Landlord's interest therein; that Landlord has received no notice of any special assessments for sewer, sidewalk,

water, paving, electrical or power or other improvements, matured or unmatured; that Landlord has not received notice nor has Landlord any actual knowledge of any violation of law, regulation, ordinance, order or other requirements of any governmental authority having jurisdiction over or affecting any part of the Demised Premises; and that this Lease and the consummation of the transactions contemplated hereby shall not constitute a default (or an event, which with notice and passage of time or both will constitute a default) under any contract, agreement or lease to which Landlord is party or by which Landlord is bound. Landlord agrees to provide prompt notice to Tenant in writing of any statement of intent, whether proposed or final and whether oral or in writing of any plan or proposal, to take by eminent domain all or any portion of the Demised Premises or the means of access thereto.

Section 7.02 Landlord's Title to the Demised Premises

Landlord represents and warrants that Landlord alone has the full right and lawful authority to enter into this Lease for the Term hereof; and that there is presently no mortgage encumbering the Demised Premises, except as set forth in Exhibit "B" hereto. Landlord agrees to secure from the holder of any mortgage described in Exhibit "B", within sixty (60) days of the date of execution hereof by Tenant, a non-disturbance agreement in the form attached hereto as Exhibit "C" recognizing Tenant's right of quiet enjoyment of the Demised Premises during the Term and all other rights of Tenant under this Lease. In the event Landlord shall not deliver to Tenant such non-disturbance agreement as aforesaid, Tenant shall thereafter be entitled to terminate this Lease by written notice to Landlord given at any time prior to the delivery to Tenant of such non-disturbance agreement. Landlord covenants that no mortgage, deed of trust, lien or other encumbrance, easement or restriction will be placed against or encumber the Demised Premises other than as set forth on Exhibit "B" hereto, prior to the Commencement Date of this Lease.

Section 7.03 Landlord's Title

The Landlord warrants that as of the Execution Date Landlord is, and as of the Recording Date (defined in Section 16.12) Landlord will be, seized in fee of the title to all of the land and premises herein designated as the Demised Premises free and clear of all restrictions, encumbrances and easements, except as set forth in Exhibit B hereto attached. Following the Commencement Date, the restrictions, encumbrances and easements set forth in Exhibit B shall be deemed to include the exceptions to title set forth in the leasehold policy of title insurance obtained by Tenant pursuant to Section 2.05(d) and should any restriction, encumbrance or easement prevent or affect the use of the Demised Premises by Tenant under this Lease or disturb its peaceful and quiet possession thereof, Tenant shall rely upon said policy in lieu of the foregoing warranty of Landlord. Landlord further warrants that it has good right, full power and lawful authority to make this Lease for the term and any extension hereof.

Section 7.04 Zoning and Regulations

In the event that the zoning or other governmental rules and regulations on the Demised Premises should be interpreted, altered or changed in any manner by any governing authority so as to interfere with, or prohibit, either in whole or in part the operation of a restaurant selling and dispensing food and alcoholic beverages on the Demised Premises, then in that event Tenant may change the use of the Demised Premises to any lawful use that is not a Prohibited Use. It is understood and agreed that such right to change the use of the Demised Premises shall not apply if Tenant may continue such restaurant use as a valid legal nonconforming use.

Section 7.05 Quiet Enjoyment

Landlord covenants and agrees with Tenant that upon Tenant's paying the rent and performing all the terms and conditions and provisions in the Lease contained on Tenant's part to be observed and performed, Tenant may peaceably and quietly have, hold, occupy and enjoy the Demised Premises and all rights granted to Tenant in this Lease, without hindrance.

Section 7.06 Where Tenant Pays Landlord's Obligation(s)

Intentionally omitted.

Section 7.07 Assignment, Transfer

No assignment or transfer of this Lease by the Landlord shall be binding on the Tenant unless the assignee or transferee shall assume and agree to be bound by all the terms of the Lease and until notice of assignment or transfer together with an executed copy of such transfer instrument or assignment is received by the Tenant.

Section 7.08 Recognition of Tenant's Fixtures.

Landlord agrees to execute (and will secure executions by any mortgagee of Landlord's interest in the Demised Premises) such instruments as may be required from time to time during the Term or to facilitate the financing of Tenant's Fixtures, provided, however, that Landlord will not be required to execute any instrument subordinating its fee interest in the Demised Premises.

ARTICLE VIII. INSURANCE

Section 8.01 Insurance

(a) Property Insurance:

From and after the Commencement Date and throughout the Term of this lease, the Tenant shall provide and pay for what is commonly referred to as "all-risk" property insurance, insuring the building and improvements on the Demised Premises at replacement cost value and including coverage for damage caused by or resulting from vandalism, theft, and malicious mischief, earthquake, and increased costs associated with change of laws. The policy or policies shall name the Landlord and any institutional first mortgagee of Landlord as an additional insured, as their interest may appear. Certificates evidencing the existence of the insurance coverage shall be delivered to the Landlord upon request prior to the commencement of the term of the Lease and thereafter within a reasonable period at the expiration of any existing policy. Such policies shall provide that the Landlord and Landlord's institutional first mortgagee, if any, shall receive thirty (30) days prior notice of cancellation thereof. In the event of any damage to or destruction of the Demised Premises resulting from a cause or casualty covered by insurance as hereinbefore provided, the Tenant shall promptly notify the Landlord and the insurer and proceed with the collection of the claim without delay.

(b) Commercial General Liability Insurance:

From and after the Commencement Date and throughout the Term of this lease, the Tenant shall protect, indemnify and save harmless the Landlord from and against liability to third parties incurred by acts or neglect of the Tenant, or of its agents, servants or employees, in, on or about the Demised Premises, and shall at all times at its own cost protect the Landlord with commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000.00) general aggregate. Certificates evidencing the existence of the insurance coverage, naming Landlord as an additional insured, shall be delivered to the Landlord upon request prior to the commencement of the term of the Lease and thereafter within a reasonable period at the expiration of any existing policy. Such policies shall provide that the Landlord shall receive thirty (30) days prior notice of cancellation thereof. At intervals of not less than five (5) years, Landlord may require that Tenant review such liability limits and increase the same as may be reasonably necessary based upon such amounts as may then be regularly and customarily agreed to be carried in leases of similar premises by operators in Tenant's industry.

(c) Landlord shall protect, indemnify and save harmless the Tenant from and against liability to third parties incurred by acts or neglect of the Landlord, or of its agents, servants, or employees, in, on, or about the Demised Premises, and shall at all times at its own cost protect the Tenant with commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars

(\$3,000,000.00) general aggregate. Certificates evidencing such coverage, naming Tenant as an additional insured, and providing Tenant with thirty (30) days prior notice of cancellation shall be delivered to Tenant prior to commencement of the Lease and thereafter at least (30) days prior to the expiration of any existing policy.

(d) All insurance required to be maintained under this Lease shall be maintained with responsible companies well-rated by a national rating organization and qualified to do business in the Commonwealth of Massachusetts and in good standing therein.

ARTICLE IX. CASUALTY - DESTRUCTION OF PREMISES

Section 9.01 Total or Partial Destruction

If at any time during the term of this Lease or any extension thereof, the building or buildings upon the Demised Premises shall be damaged or destroyed, said buildings and any additions or improvements thereto shall be promptly repaired or rebuilt or restored by the Tenant to the condition as good as the same was immediately prior to such damage or destruction at the Tenant's risk and expense, and in accordance with plans and specifications mutually agreed upon at the time; or if none can be agreed upon, then in accordance with the original plans and specifications and any subsequent plans and specifications for any additions or improvements constructed prior to the damage. The work of restoration or rebuilding shall be in full compliance with all laws and regulations and governmental ordinances applicable thereto.

It is hereby further understood and agreed that in the event that the Tenant shall fail, neglect or refuse to repair, rebuild or restore the said buildings with due diligence in accordance with the foregoing provisions and requirements of this Article, that then and in such event the Landlord at its election may accomplish the same, and charge the cost thereof, to the extent of available insurance proceeds (including Tenant's deductible), to the Tenant. Tenant shall make available to Landlord insurance proceeds (including Tenant's deductible), if any, provided for under Article VIII and such proceeds will be used for repair or restoration.

Any cost of repairs or restoration in excess of the insurance proceeds, if any insurance proceeds are available, shall be borne by the Tenant. Any insurance proceeds in excess of the cost of repairs or restoration shall belong to the Tenant.

Notwithstanding the foregoing, in the event of damage or destruction in excess of \$100,000.00, all sums payable under policies of insurance shall be deposited with and held in escrow by the holder of the first mortgage on the Demised Premises, if any and if such holder is a bank, trust company, or insurance company or other institutional lender (or otherwise, the Landlord and Tenant shall designate as the escrow agent a national bank or trust company having its principal office in eastern Massachusetts) and made available for restoration of the Demised Premises as required by this Lease. The escrowee shall make payments from time to

time to Tenant out of the sums held by it as the work of restoration or rebuilding progresses, upon written request of Tenant, which request shall be accompanied by a certificate of the architect or project manager in charge of the work certifying (i) the satisfactory completion of the work, or portion thereof, for which payment or reimbursement is sought, (ii) that when added to all sums previously paid the amount sought to be released by escrowee does not exceed the value of the work done to the date of such certificate; and (iii) that the balance of the funds still retained by the escrowee is reasonably sufficient to pay for the substantial completion of the work. If the amount of the proceeds of insurance is not sufficient to pay for the restoration or rebuilding, then, as provided above, Tenant shall make up such deficiency. In no event shall there be any abatement of the rent or other charges payable hereunder as a result of such damage or destruction.

Tenant agrees that during the term of this Lease, it will comply, at its own cost and expense, with all applicable valid laws, rules, regulations, ordinances, requirements, and orders of public authorities, board of fire underwriters, and similar organizations; and Landlord shall have no responsibility to make any changes whatsoever to conform the structure to the same.

If the buildings and improvements shall be totally destroyed or so damaged as to render them practically useless during the last three (3) years of the term of this Lease, or the last two (2) years of any extension thereof, then and in that event either the Landlord or the Tenant may terminate this Lease as of the date of such damage or within thirty (30) days by written notice to the other, unless within thirty (30) days after receipt by the Tenant of any such notice from the Landlord, the Tenant shall give notice of its intention to extend the term of this Lease in accordance with any options or rights so to do which the Tenant may have, in which event this Lease shall not terminate, notwithstanding any notice of termination which may have been previously given by the parties hereto. In the event of such termination the insurance proceeds, if any, provided for under Article VIII shall belong to Landlord.

Other than specifically provided under this Agreement, the Landlord and Tenant hereby waive any and all rights of recovery against each other for any direct or indirect loss occurring to the Demised Premises.

Neither the Landlord nor the Tenant shall have any obligation to restore the Demised Premises when damaged by a risk not insured under the coverage provided under Article VIII.

ARTICLE X. CONDEMNATION

Section 10.01 Total Permanent

If at any time during the term of this Lease or any extension or renewal thereof, all of the Landlord's lands described in Exhibit "A" attached hereto or the building located thereon

or the Demised Premises shall be taken or condemned or, in the reasonable opinion of the Tenant, such a substantial portion thereof as would render the Demised Premises not suitable for the use of which they were being utilized immediately prior thereto by the Tenant, shall be taken or appropriated by any competent authority, this Lease shall terminate upon the date that the possession of the lands, building or leased premises or such portion thereof is surrendered to the condemning authority, at which time all rents, other charges and obligations between the parties hereto shall cease and rents and other charges shall be apportioned. Substantial takings as would render the use of the Demised Premises not suitable for the Tenant's use in Tenant's reasonable business judgment shall include, without limitation, the taking of any portion of the Building or the loss of any rights or easements for ingress and egress or more than the lesser of ten percent (10%) of the parking as may then be established or 15 parking spaces, unless comparable access and parking can be made available. Except as set forth below, Landlord reserves all rights to awards, settlements or judgments for damages to the Demised Premises and the leasehold hereby created now accrued or hereafter accruing (not including a separate award for Tenant's moving expenses) by reason of any exercise of the right of eminent domain, or by reason of anything lawfully done in pursuance of any public authority for which damages are payable; and by way of confirmation Tenant grants to Landlord all right to such awards, settlements or judgments and agrees to execute and deliver such further instruments of assignment thereof as Landlord may from time to time reasonably request. Notwithstanding the foregoing, in the event of a taking or other act of public authority which results in the termination of this Lease, Landlord shall pay to Tenant from any award received by Landlord the unamortized portion of the Tenant's acquisition cost of leasehold improvements on the Commencement Date, which the parties agree to be Eight Hundred Thousand Dollars (\$800,000.00) amortized over a twenty (20) year term on a straight-line basis, plus the unamortized cost of any other leasehold improvements made by or for the benefit of Tenant after the Commencement Date which are not the subject of a relocation claim made by Tenant, amortized over a ten (10) year term on a straight-line basis. By way of example, if Tenant has made no other improvements and this Lease terminates as herein provided in Lease Year 6 (i.e., after five (5) full years), then Landlord shall pay to Tenant from the proceeds of Landlord's award the sum of Six Hundred Thousand Dollars (\$600,000.00), but in no event more than Landlord's award from the taking authority. Tenant shall also be entitled to all proceeds of a separate claim for relocation benefits awarded under applicable state or federal law.

Section 10.02 Partial-Permanent

In the event of a permanent partial taking or appropriation not resulting in a termination of this Lease, the Tenant shall be entitled to a reduction of rent and other charges in such amount as shall be just and equitable. In consideration of such reduction of rent and other charges, the Tenant waives any claim for damage to or loss of its leasehold improvements, all of such award being payable to the Landlord, who shall use so much thereof as may be necessary to restore the building or Demised Premises as nearly as possible to their original condition. The Tenant shall have the option to perform such restoration, provided the whole of such award or such portion thereof as may be necessary to accomplish the restoration is made

available to the Tenant. If Tenant notifies Landlord it elects not to perform such restoration, Landlord shall promptly commence such restoration and diligently prosecute such restoration to completion.

Section 10.03 Total-Temporary

If the whole of the said lands, building or Demised Premises or such portion thereof as would render the use of the Demised Premises, in the Tenant's sole opinion, not suitable for the Tenant's use as set forth above shall be taken for a period of one (1) year or less, the term of this Lease shall cease and all rent and other charges payable by the Tenant hereunder shall abate from the time possession of the said lands, building or Demised Premises is surrendered to the taking authority and recommence when possession is restored to the Tenant. The basis for the Tenant's damages against the condemning authority, if allowable, or against the total award shall be as suffered by the Tenant for the interruption of the Tenant's business and such additional relief as may be provided by law. If such taking shall extend beyond one (1) year, the taking, for the purposes of this Lease and at the option of the Tenant, shall be considered permanent with the basis of the Tenant's damages computed as for a total permanent condemnation and this Lease shall terminate.

Section 10.04 Partial-Temporary

If less than the whole of the lands, buildings or Demised Premises or less than such portion thereof as would render the use of the Demised Premises not suitable for the Tenant's purposes as aforesaid is taken, then Tenant shall be entitled to a reduction of rental and other charges as is just and equitable, upon such date as possession is surrendered to the taking authority and continuing until possession is restored to the Tenant or to the Landlord as the case may be. In consideration of such reduction of rental and other charges, the Tenant waives all rights to any portion of the award as may be payable to the Landlord.

Section 10.05 General

The Tenant shall be entitled to be informed of the progress of all negotiations with any condemning authority and the Landlord covenants and agrees not to finalize any agreement with the condemning authority unless Tenant's claim as set forth aforesaid can be paid in full without Tenant's express consent. Should the Landlord and the Tenant be unable to agree as to the amount payable to Tenant as herein provided or the amount of any reduction of rents and other charges, such dispute shall be submitted to arbitration, according to the rules of the American Arbitration Association, and such decision shall be final and binding, each party bearing its respective costs for such determination.

The Landlord covenants that it has no actual or constructive knowledge of any proposed condemnation of any part of the lands described in Exhibit A, the Building or the Demised Premises. In the event that subsequent to the signing of this Lease, but prior to the Commencement Date, a total or partial condemnation, either temporary or permanent, is

proposed by any competent authority, rent and other charges, if any, payable by the Tenant shall abate until such time as it can be reasonably ascertained that the Building, lands or Demised Premises shall not be so affected. Provided, however, that in the event the said lands, Building or Demised Premises is so affected prior to the Commencement Date, the Tenant shall be entitled to all rights and damages as provided above.

ARTICLE XI. ENVIRONMENTAL PROVISIONS

Section 11.01 Definitions

(a) "Environmental Claim" shall mean, with respect to any person, any action, suit, proceeding, investigation, notice, claim, complaint, demand, request for information or other communication (written or oral) by any other person (including but not limited to any third party, governmental authority, citizens' group or previous owner or occupier of the Demised Premises) alleging, asserting or claiming any actual or potential (A) violation of any Environmental Law; (B) liability under any Environmental Law; or (C) liability for investigatory costs, cleanup costs, governmental response costs, natural resource damages, property damages, personal injuries, fines or penalties arising out of, based on or resulting from the presence, or release into the environment, of any hazardous substances at any location.

(b) "Environmental Laws" shall mean all Laws, now or hereafter existing, including statutes, regulations, and the common law, which concern or otherwise relate to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of any Hazardous Substance, or deal with the protection of human health or the environment, all as may be from time to time amended, including the Laws provided pursuant to or under the (a) Toxic Substances Control Act, 15 U.S.C. ss 2601 et seq., (b) Clean Water Act, 33 U.S.C. ss 1251 et seq., (c) Resource Conservation and Recovery Act of 1976, 42 U.S.C. ss 6901 et seq., (d) Clean Air Act, 42 U.S.C. ss 7401 et seq., (e) Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. ss 9601 et seq., ("CERCLA"), (f) Hazardous Materials Transportation Act, 49 U.S.C. ss 1801 et seq., (g) Safe Drinking Water Act, 42 U.S.C. ss 300f et seq., (h) Emergency Planning and Community Right-to-Know Act, 42 U.S.C. ss 11001 et seq., (i) Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. ss 136 et seq., and (j) State or local Laws similar to any of the foregoing.

(c) "Environmental Violation" shall mean (a) any direct or indirect discharge, disposal, spillage, emission, escape, pumping, pouring, injection, leaching, release, seepage or filtration of any Hazardous Substance at, upon, onto, under or within the Demised Premises, or from the Demised Premises to real estate contiguous thereto, (b) any deposit, storage, dumping, placement or use of any Hazardous Substance at, upon, under or within the Demised Premises in violation of any Environmental Law, (c) the abandonment or discarding of any barrels, containers, tanks, pipelines, equipment or other receptacles used to contain any

Hazardous Substances in violation of any Environmental Law, and (d) any other violation of or noncompliance with any Environmental Law.

(d) "Hazardous Substance" shall mean (a) any explosives, radioactive materials, flammable substances, hazardous materials, hazardous wastes, toxic substances, pollutants, contaminants or any related materials or substances specified or referred to in any of the Environmental Laws (including any "hazardous substance" as defined in CERCLA) and (b) petroleum or petroleum-derivatives, asbestos, polychlorinated biphenyls, radon and urea formaldehyde.

(f) "Law" shall mean any constitution, statute, rule of law, code, ordinance, order, judgment, decree, injunction, rule, regulation, policy, requirement or administrative or judicial determination, even if unforeseen or extraordinary, of every duly constituted governmental authority, court or agency, now or hereafter enacted.

Section 11.02 Landlord's Representations

Landlord represents to Tenant that, to Landlord's knowledge (without having made any investigation for information outside of its possession):

(a) The Demised Premises are in full compliance with all applicable Environmental Laws and there have never been any Environmental Violations at, on or relating to the Demised Premises, except as may be disclosed in the environmental reports provided to Tenant under Section 2.05(g).

(b) There are no Hazardous Substances present in, on, at or under the Demised Premises.

(c) There are no underground storage tanks present at the Demised Premises.

(d) There is no Environmental Claim pending or threatened and there are no past or present acts, omissions, events or circumstances (including, but not limited to any dumping, leaching, deposition, removal, abandonment, escape, emission, discharge or release of any Hazardous Substances at, on or under the Demised Premises) that could form the basis of any Environmental Claim against the Demised Premises, or against Tenant as a result of Tenant's use or occupancy of the Demised Premises.

Section 11.03 Tenant's Obligations

Landlord shall be responsible for, and shall bear all costs and expenses of, any

Environmental Claim or Environmental Violation which may be asserted against the Demised Premises or the Tenant during the period of Tenant's use and occupancy of the Demised Premises; provided, however, that any Environmental Claim or Environmental Violation which is caused or results from Tenant's actions in the use or occupancy of the Demised Premises shall be the responsibility of Tenant during the Term.

Section 11.04 Indemnification

(a) Landlord shall pay, protect, defend, indemnify, save and hold harmless Tenant from and against any and all liabilities, losses, damages (including punitive damages), penalties, costs, causes of action, suits, claims, demands or judgments of any nature whatsoever, howsoever caused, without regard to the form of action and whether based on strict liability, gross negligence, negligence or any other theory of recovery at law or in equity, arising from any Environmental Violation existing as of the Execution Date, whether now known or unknown, or arising after the Execution Date and caused by any act, omission or default occurring with respect to the Hotel Parcel (hereinafter defined), including (A) liability for response costs and for costs of removal or remedial action incurred by the United States Government, any state or local governmental unit or any other person, or damages from, injury to, or destruction or loss of natural resources, including the reasonable costs of assessing such injury, destruction or loss, incurred pursuant to Sections 106, 107 or 113 of CERCLA, or any successor section or act or provision of any similar state or local law; (B) liability for costs and expenses of abatement, correction or clean-up, fines, damages, response costs or penalties which arise from the provisions of any Environmental Laws; and (C) liability for personal injury or property damage arising under any statutory or common-law tort theory, including damages assessed for the maintenance of public or private nuisance or for the carrying on of a dangerous activity.

(b) Tenant shall pay, protect, defend, indemnify, save and hold harmless Landlord from and against any and all liabilities, losses, damages (including punitive damages), penalties, costs, causes of action, suits, claims, demands or judgments of any nature whatsoever, howsoever caused, without regard to the form of action and whether based on strict liability, gross negligence, negligence or any other theory of recovery at law or in equity, arising from any Environmental Violation not covered by above subparagraph (a), including (A) liability for response costs and for costs of removal or remedial action incurred by the United States Government, any state or local governmental unit or any other person, or damages from, injury to, or destruction or loss of natural resources, including the reasonable costs of assessing such injury, destruction or loss, incurred pursuant to Sections 106, 107 or 113 of CERCLA, or any successor section or act or provision of any similar state or local law; (B) liability for costs and expenses of abatement, correction or clean-up, fines damages, response costs or penalties which arise from the provisions of any Environmental Laws; and (C) liability for personal injury or property damage arising under any statutory or common-law tort theory, including damages assessed for the maintenance of public or private nuisance or for the carrying on of a dangerous activity, provided, however, that Tenant's duties under this

subparagraph shall apply only to the extent such Environmental Violation was caused by the actions of Tenant, its agents, servants, or contractors during the lease term.

ARTICLE XII. MORTGAGES

Section 12.01 Mortgage and Lease Recognition

This Lease and all rights of Tenant shall be subject and subordinate to any first mortgage (provided that such mortgage will not cover the furnishings, fixtures and equipment on the Demised Premises) that hereafter may be made a lien against the Demised Premises, and any renewals, extensions, modifications, consolidations or replacements thereof, provided that as a condition to such subordination the holder of any such mortgage shall execute and deliver to Tenant a nondisturbance agreement in form and content substantially similar to that attached hereto as Exhibit "C" and which shall otherwise contain the following provisions (i) recognition of Tenant's right of quiet enjoyment of the Demised Premises for the term and any further time as Tenant may occupy the Demised Premises and all other rights of Tenant under the Lease; and (ii) that each such mortgage or deed of trust shall permit the application of all insurance proceeds or condemnation proceeds to be utilized for the restoration and repair of the Demised Premises; and (iii) that each such mortgage or deed of trust shall provide that any purchaser at a foreclosure sale or the mortgagee or trustee upon entry, shall assume, perform and be bound by the obligations of the Landlord hereunder and all terms and conditions of the Lease. Tenant shall, upon the request of Landlord, execute, acknowledge and deliver any instrument necessary to give effect to such subordination. The term "mortgage" as used herein means any mortgage, assignment, deed of trust, or other transfer of the property in whole or in part made as security for any indebtedness of Landlord.

ARTICLE XIII. RIGHTS TO PURCHASE

Section 13.01 Right to Notice of Sale

Provided Tenant is not then in default beyond any applicable cure period, Landlord shall notify Tenant in writing if Landlord intends to market the Demised Premises for sale. Tenant shall have thirty (30) days from receipt of Landlord's notice to submit to Landlord a written offer to purchase the Demised Premises subject to a refundable deposit equal to five percent of the purchase price, and no contingencies other than title or environmental matters, in certified funds or by wire transfer, within sixty (60) days from the date of Landlord's acceptance of Tenant's offer. If Landlord fails to accept Tenant's offer, then Landlord may not, during the time the Demised Premises remains on the market for sale, sell the Demised Premises for a sum less than that contained in Tenant's offer. If the Demised Premises is withdrawn from the market and at a later date Landlord decides once again to list the Demised Premises for sale, Landlord shall notify Tenant as aforesaid, and Tenant shall have the same rights each time the Demised Premises is listed for sale by Landlord.

Section 13.02 Right of First Refusal

Provided Tenant is not then in default beyond any applicable cure period, Tenant shall have the pre-emptive right during the Term to purchase the Demised Premises on the same terms and conditions as those of any bona fide offer received or made by and acceptable to Landlord, and Landlord before making any sale or any agreement to sell, shall notify Tenant in writing of all of the terms and conditions of such offer and shall certify the completeness of the same. Tenant may exercise this pre-emptive right by written notice to Landlord to that effect within ten (10) days after receipt of such notice from Landlord.

If the offer received by Landlord provides for payment of consideration other than cash or it involves intangible benefits, Tenant may elect to purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties are unable to agree within 30 days on the reasonable equivalent in cash of the non-cash part of the offer received by Landlord, this amount shall be determined by two professionally certified appraisers, Landlord selecting one and Tenant selecting one, such selections to be made within ten (10) days of either party demanding of the other that such selection be made. Each appraiser shall reach a determination within fifteen (15) days of selection of the second appraiser, and notify Landlord and Tenant of such determinations. If the amounts set by the two appraisers differ by more than 10%, the two appraisers, within ten days of notifying Landlord and Tenant of their conclusions, shall select a third professionally certified appraiser who also shall determine, within 15 days of selection, the reasonable equivalent in cash of the non-cash part of the offer received by Landlord. The average value set by the appraisers (whether two or three appraisers as the case may be) shall be conclusive and Tenant may exercise its right of first refusal within 30 days after being advised in writing of the decision of the appraisers. The cost of the appraisers shall be shared equally by the parties.

If Tenant does not exercise its right of first refusal, Landlord may for a period of six (6) months thereafter sell the Demised Premises at a price not lower than and on terms not more favorable than have been offered to Tenant. Tenant shall again be given a right of first refusal if a transaction does not take place within 6 months after Tenant elects not to exercise its right of first refusal.

Failure of Tenant to exercise this pre-emptive right on one or more occasions shall not effect Tenant's right to exercise it on any subsequent occasion. Any sale or transfer of the Demised Premises or any part thereof, or of any premises of which the Demised Premises may be a part, shall be expressly made subject to all of the terms, covenants and conditions of this Lease.

Section 14.01 Tenant's Default

Each of the following events shall constitute a default by Tenant under this Lease:

(a) Tenant's failure to pay rent or additional rent within ten (10) business days after its due date, provided Tenant has been notified in writing of Landlord's nonreceipt of the rent and given five (5) business days to cure;

(b) Tenant's failure to pay any other sums to be paid by Tenant hereunder (and not constituting rent), within ten (10) days after their respective due dates, provided Tenant has been notified in writing of Landlord's nonreceipt of such sums and given five (5) business days to cure;

(c) Tenant shall commit or allow to continue any other breach of this Lease, which shall not have been cured within thirty (30) days after written notice from Landlord specifying the breach; provided, however, that if the breach cannot be cured within thirty (30) days, Tenant shall not be in default if, within fifteen (15) days after receipt of such notice, Tenant shall have commenced to cure said breach and shall thereafter continue its efforts with due diligence;

(d) Tenant shall file, or a third party shall file against Tenant, a petition in bankruptcy, liquidation, dissolution, or reorganization that remains undismissed for one hundred eighty (180) days; or

(e) Tenant shall make a general assignment for the benefit of all creditors of Tenant.

Upon the occurrence of a default, Landlord shall have the right, at the option of Landlord, to use any of the remedies below:

(1) Terminate this Lease and thereupon reenter and take possession of the leased premises by any means provided by law;

(2) From time to time, without terminating this Lease, reenter (by any means provided by law) and relet the leased premises for the account of Tenant, upon such terms and conditions as Landlord may deem advisable or satisfactory, in which event rents received for such reletting shall be applied first to the expense of such reletting and thereafter toward payment of all sums due or to become due Landlord hereunder. If a sufficient sum shall not be realized or secured from such reletting to pay such sums and other charges, Tenant shall pay Landlord any deficiency monthly. Landlord shall not, in any event, be required to pay Tenant any surplus of any sums received by Landlord on a reletting of the leased premises in excess of the amounts due from Tenant as provided in this Lease, but all such excess shall become the property of Landlord.

ARTICLE XV.

MISCELLANEOUS

Section 15.01 Option to Cancel

Tenant shall have the right at any time within one (1) year after the fourth (4th) anniversary of the Commencement Date to cancel this Lease and be relieved of further obligations hereunder by giving Landlord during such one-year period six (6) months advance written notice of intention to cancel. On or prior to such cancellation date, Tenant shall vacate the Demised Premises, remove its trademark fixtures, de-identify the restaurant, and otherwise yield up the Demised Premises to Landlord in accordance with Section 6.01 of this Lease.

Section 15.02 Future Expansion

Tenant shall have the right, subject to Section 6.3 hereof, at any time or times during the term hereof to use all or any part of the Demised Premises for the construction thereon of an addition (the "Addition") to the Building and improvements.

Section 15.03

Intentionally omitted.

Section 15.04

Intentionally omitted.

Section 15.05 Broker's Commission

Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and each of the parties agrees to indemnify the other against and hold harmless from, all liabilities arising from any breach of the indemnifying party's representation contained in this Section 15.05 (including, without limitation, the cost of legal fees in connection therewith).

Section 15.06 Exclusive

Landlord agrees that as long as any restaurant is operating at the Demised Premises, no other premises owned by Landlord or any business organization affiliated with Landlord within five (5) miles of the Demised Premises shall be used for the operation of a so-called casual dining concept restaurant (as defined by the trade from time to time) or for any use involving the sale or provision of alcoholic beverages for consumption on the premises (so long as Tenant's restaurant offers alcoholic beverages). It is understood and agreed that this restriction shall apply to the land of Landlord described in Exhibit D hereto attached (the "Hotel Parcel"); provided, however, that nothing contained herein shall restrict Landlord from service of

breakfast in any hotel to be developed on the Hotel Parcel or other incidental food items as may be required by any franchise agreement entered into by Landlord regarding the Hotel Parcel with any independent franchisor, provided such franchisor shall require such incidental food items in all or substantially all of its locations, and provided further that Landlord shall give notice to Tenant of the nature and manner of service of such incidental food items upon the commencement of such service.

Section 15.07 Hotel Parcel Development

Landlord represents to Tenant that Landlord owns the abutting Hotel Parcel and intends at present to develop a hotel on the Hotel Parcel. Landlord may develop the Hotel Parcel for any lawful use not prohibited by the terms of this Lease. To the extent that reasonable development of the Hotel Parcel requires access to and from Union Street over the access driveway on the Demised Premises to Union Street and service by utilities not available at the lot lines or via existing utilities easements, Tenant agrees to cooperate in the creation of reasonable reciprocal access and utilities easements with such allocation of maintenance costs as may be appropriate under the circumstances. In addition, the parties agree to the following reciprocal parking easements effective upon the development of the Hotel Parcel: the business invitees of Tenant may temporarily park their cars in the parking areas of the Hotel Parcel during the course of said business invitees' transaction of business with Tenant, and the business invitees of Landlord may temporarily park their cars in the parking areas of the Demised Premises during the course of said business invitees' transaction of business with Landlord, subject to the condition that if a party's use of its easement shall overburden said easement, then such party shall immediately cease and desist said overburdening and immediately take whatever action necessary to correct said overburdening.

Section 15.08 Existing Easements

Reference is hereby made to the 7' Mutual Easement (as defined in Exhibit B hereto attached). Landlord, not Tenant, shall pay and perform any obligation under the 7' Mutual Easement to contribute to the cost of improving the easement area with respect to the Demised Premises. In addition, reference is hereby made to the Winters Easements as defined in Exhibit B. Landlord does hereby grant and demise to Tenant the benefit of all easements, rights, and privileges granted to or reserved by Landlord with respect to the Winters Easements. Landlord shall enforce all of its rights with respect to the Winters Easements and should it fail so to do, Tenant may enforce the same and Landlord shall cooperate with Tenant in so doing. Landlord shall not, without the prior written consent of Tenant, grant any approvals, nor waive any of its rights, nor grant or permit any indulgences by act or omission, with respect to the Winters Easements.

ARTICLE XVI.

GENERAL PROVISIONS

Section 16.01 Cumulative Remedies

Any and all rights and remedies herein created shall be cumulative and the use of one remedy shall not be taken to exclude or waive the right of the use of another.

Section 16.02 Invalid Provision

If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby; and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

Section 16.03 Successors and Assigns

The provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

Section 16.04 Nonwaiver of Breach

No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any covenant, condition or duty of the other party shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

Section 16.05 Notices

All notices shall be in writing. All notices to be sent to Landlord shall be sent by certified mail, return receipt requested, or by independent overnight courier, for next day

delivery, to: Hotel Building Corp.
 131 River Road
 Andover, MA 01810
 Attention: President

with a copy to: Masterman, Culbert & Tully, LLP
 One Lewis Wharf
 Boston, MA 02110
 Attention: Paul L. Baccari, Esquire

All notices to be sent to Tenant shall be sent to:

35 Braintree Hill Office Park
Braintree, MA 02184-9078
Attn: General Counsel

with a copy to: Gargill, Sassoon & Rudolph LLP
92 State Street
Boston, MA 02109
Attention: Jonathon D. Friedmann, Esq.

or at such other place as such party, by notice, may designate to the other. A party's attorney may sign a notice. Notices shall be deemed delivered five (5) business days after mailing or one (1) business day after delivery to an independent overnight courier.

Section 16.06 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder (other than make a payment of money) by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 16.07 No Partnership

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant.

Section 16.08 Entire Agreement

This Lease, when executed, and the exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Demised Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 16.09 Governing Law and Limitations

This lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts.

The Landlord and Tenant waive their respective rights to a jury trial in the event of litigation between Landlord and Tenant with respect to this Lease. In the event of litigation, the prevailing party shall be entitled to receive reasonable attorney's fees and costs (including expert witness fees and costs for appeals), which shall be determined by the court and not the jury.

Section 16.10 Captions and Sections

The captions, section numbers, article numbers, and index appearing in the Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease, nor in any way affect this Lease.

Section 16.11 Counterparts

This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same original.

Section 16.12 Recordation of Lease

Simultaneously with the execution of this Lease, or subsequent thereto upon the request of Tenant, Landlord and Tenant will execute and acknowledge a notice of lease for purposes of recordation, in form reasonably acceptable to Tenant, provided, however, it shall not contain any express reference to Tenant's rights under Article XIII hereof. Tenant shall cause such notice of lease to be recorded in the appropriate land records not earlier than the date seven (7) days prior to the anticipated Commencement Date and then only after delivery to Landlord's counsel, in escrow, of a notice of lease termination in recordable form that may be recorded if, and only if, this Lease is terminated prior to the Commencement Date. After the Commencement Date shall be fixed, upon the written request of either Landlord or Tenant, Landlord and Tenant shall enter into an amendment to such notice of lease to fix the Commencement Date of record. The date of recording such notice of lease is herein referred to as the "Recording Date."

ARTICLE XVII. LEASEHOLD MORTGAGE

Section 17.01 Mortgage of Lease.

The Tenant is given and has the absolute right without the Landlord's consent to mortgage its interest in this Lease, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of the Landlord in and to the Demised Premises.

Section 17.02 Nonbinding Effect on Landlord.

No mortgage or assignment of this Lease shall be binding upon the Landlord in the enforcement of its rights under this Lease, nor shall the Landlord be deemed to have any notice thereof, unless and until a fully conformed copy of each instrument affecting such mortgage or assignment, in form, proper for recording, shall have been delivered to the Landlord in accordance with the provisions of Section 16.05 hereof.

Section 17.03 Notice of Lease Default.

If the holder (together with its successors and assigns, "Mortgagee") of any such mortgage shall give the Landlord, before any default shall have occurred in this Lease, a written notice containing the name and post office address of such Mortgagee, the Landlord shall thereafter give to such Mortgagee a copy of each notice of default by the Tenant at the same time as any such notice of default shall be given by the Landlord to the Tenant. The copy of such notice of default shall, in each instance, be deemed duly given to the Mortgagee when deposited in the mails as set forth in Section 16.05 hereof and addressed to such holder at the post office address of such Mortgagee last furnished to the Landlord.

Section 17.04 Cure of Default.

The Landlord will accept performance by the Mortgagee of any term of this Lease required to be performed by the Tenant, with the same force and effect as though performed by the Tenant, if at the time of such performance the Landlord shall be furnished with evidence satisfactory to the Landlord of the interest in the Demised Premises claimed by the person, firm or corporation tendering such performance or payment. The Mortgagee shall have the same time as is allowed Tenant under the provisions of this Lease within which to cure any default.

Section 17.05 Extension of Time to Cure.

(a) If the Landlord elects to terminate this Lease by reason of any default of the Tenant, the Mortgagee shall not only have and be subrogated to all rights of the Tenant with respect to curing such default, but shall also have the additional right to cure such default and reinstate this Lease as follows.

(i) No termination of this Lease by reason of any default of the Tenant shall be effective as to the Mortgagee unless Landlord shall give Mortgagee notice of such termination and, with respect to each default under this Lease which can be cured by the payment of money, either to Landlord or to third-parties, in accordance with the terms and conditions of this Lease (a "Monetary Default"), Mortgagee shall have at least ten (10) business days from the receipt of such notice of termination to cure such Monetary Default, and with respect to any other default (a "Nonmonetary Default"), Mortgagee shall have a reasonable period of time to cure such Nonmonetary Default provided that Mortgagee shall commence steps to cure the same within 30 days of receipt of such notice of termination and shall thereafter prosecute such cure to completion with reasonable diligence and continuity.

(ii) If Mortgagee cures defaults of the Tenant for nine (9) consecutive months after receiving notice of such defaults from Landlord, Mortgagee shall be deemed to have assumed Tenant's obligations under this Lease. Notwithstanding such assumption, Mortgagee may assign its interest herein as provided in (iii) and (iv) below and be released from further liability.

(iii) If this Lease is rejected or deemed rejected by Tenant during the pendency of a bankruptcy or insolvency proceeding, or, in the event this Lease shall otherwise have been terminated, then upon request by the Mortgagee made within thirty (30) days of the effective date of such rejection or termination, Landlord shall enter into a new lease with Mortgagee (or a subsidiary of Mortgagee) or its "Allowed Assignee" (as defined below) in accordance with the terms of this Lease, which new Lease (1) shall be effective as of the date of the termination of this Lease, (2) shall be for a term expiring as of the last day of the term of this Lease in effect at the time of termination, and (3) except as otherwise set forth herein, shall be on the same terms and conditions as this Lease (including any provisions for renewal or extension of the term of this Lease and any options to purchase the Demised Premises); provided that Mortgagee or such assignee, as the case may be, shall be required, as a condition of such new Lease, to cure the outstanding defaults under this Lease, if any; provided, further, the foregoing thirty (30) day time period for Mortgagee to request to enter into a new Lease shall be extended at Mortgagee's election (by notice to Landlord given within such thirty (30) day period) to one hundred twenty (120) days provided Mortgagee shall be responsible for the payment of all rent and performance of all other terms and conditions of this Lease which would have accrued under this Lease during such one hundred twenty (120) day period had this Lease remained in effect during such one hundred twenty (120) day period. In the event that Mortgagee (or its subsidiary) shall assign the tenant's interest in the new Lease in accordance with the terms of the new Lease, Mortgagee (or its subsidiary) shall be released from further liability under the new Lease from and after the date of such assignment, provided that the assignee shall assume and agree to perform all obligations of the tenant under the new Lease thereafter accruing.

(iv) Landlord acknowledges that Mortgagee shall have the right, pursuant to its leasehold mortgage or other collateral documents, to acquire the Tenant's interest in this Lease by foreclosure or otherwise and, in connection therewith or thereafter, Mortgagee may

assign this Lease as provided in Section 6.06 hereof, provided, however, that no such consent shall be required for an assignment to an operator or franchiser of a nationally or regionally (New England) recognized casual dining restaurant operating at least five (5) units (an "Allowed Assignee"); provided that Mortgagee or such assignee or Allowed Assignee, as the case may be, shall be required, as a condition to the effectiveness of such assignment, to cure all defaults under this Lease (other than those which require access to Tenant's records not in Mortgagee's possession). Upon such assignment and the assumption by such assignee or Allowed Assignee of the tenant's obligations under this Lease, all defaults having been cured, Mortgagee shall be released from further liability under this Lease.

(v) Landlord acknowledges that any such leasehold mortgage may contain a power of attorney from Tenant in favor of Mortgagee pursuant to which Mortgagee shall have the right, upon the occurrence of default under such leasehold mortgage and with respect to the exercise of renewal options, to exercise certain of Tenant's rights as tenant under this Lease. Landlord agrees to recognize such power of attorney and to accept the performance by Mortgagee or its assignee of Tenant's rights under this Lease pursuant to such power of attorney.

(b) Mortgagee shall have the right to assign its right, title and interest in any such leasehold mortgage.

(c) Provided that all rentals owing under this Lease are paid current, Landlord will not terminate this Lease under clause (ii) of the penultimate sentence of Section 6.09 hereof prior to the 90th day after Mortgagee takes possession of the Demised Premises.

(d) In no event shall any leasehold mortgage permit the Mortgagee to apply proceeds of any property insurance provided in Section 8.01(a) hereof to the debt secured thereby or otherwise contrary to the provisions of this Lease.

Section 17.06 Insurance.

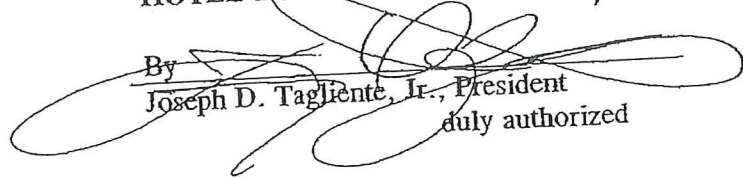
The Mortgagee may be named as an additional insured on commercial general liability insurance policies, and as a mortgagee/loss payee on property damage insurance policy, required to be carried by the Tenant hereunder.

Section 17.07 Estoppel Certificate.

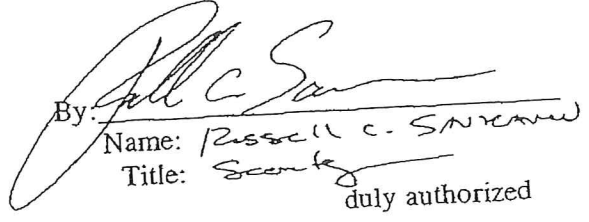
Each party, within ten (10) business days after a request in writing by the other or by its mortgagee, shall furnish a written statement, duly acknowledged, that this Lease is in full force and effect and that there is no default hereunder by the Landlord or Tenant (if such be the case), or if there is a default, such statement shall specify the default which the Landlord or Tenant claims to exist.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

HOTEL BUILDING CORP.

By 
Joseph D. Tagliente, Jr., President
duly authorized

THE GROUND ROUND, INC.

By 
Name: Russell C. SAUER
Title: Secretary
duly authorized

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____

May , 2000

Then before me personally appeared the above-named Joseph D. Tagliente, Jr., President of Hotel Building Corp. to me personally known and being by me duly sworn, did depose and say that he is the person whose name is subscribed to the within instrument and that he acknowledged and executed the foregoing indenture of Lease as his free act and deed and the free act and deed of Hotel Building Corp.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NORFOLK

May , 2000

Then before me personally appeared _____, who acknowledged himself to be the (Vice) President of THE GROUND ROUND, INC., and that he as such (Vice) President being authorized so to do, executed the foregoing Lease in the capacity therein stated, as the act and deed of the aforesaid corporation.

Notary Public
My Commission Expires:

EXHIBIT A
LEGAL DESCRIPTION

The land with the building(s) thereon, at the corner of King Street and Union Street, Franklin, Norfolk County, Massachusetts, shown as Parcel 2 and Parcel F1 on a plan entitled "Plan of Land in Franklin, Mass", by Guerriere and Halnon, Inc. Engineering and Land Surveying dated September 23, 1998 and recorded with the Norfolk Registry of Deeds in Plan Book 462, as Plan 28.

Parcels 2 and F1 contain 2.01 and .90 acres of land, according to said plan.

For a more specific description of Parcels 2 and F1, reference is hereby made to said plan.

For title, see deeds dated December 2, 1997 and December 19, 1999 and recorded with said Deeds in Book 12124, Page 454 and Book 13243, Page 163.

JB/GroundRound/Franklin/ExhibitA

EXHIBIT B
ENCUMBRANCES

Grant of easement and mutual agreement to pay costs of paving recorded with the Norfolk County Registry of Deeds Book 7890, Page 295 (the "7' Mutual Easement").

Easement, right of way and mutual agreement to pay for utility access contained in a deed recorded with said Deeds Book 8762, Page 582 (the "7' Mutual Easement").

Easement to Massachusetts Electric Company recorded with said Deeds Book 12204, Page 282.

Drainage easement referred to in a deed recorded with said Deeds Book 13243, Page 163.

Easement and restrictive covenants contained in deeds recorded with said Deeds Book 13243, Page 167 and Page 169 (the "Winters Easements").

Mortgage to Fleet National Bank dated December 2, 1997, recorded with said Deeds Book 12124, Page 457.

JB/GroundRound/Franklin/ExhibitB

EXHIBIT B
ENCUMBRANCES

Grant of easement and mutual agreement to pay costs of paving recorded with the Norfolk County Registry of Deeds Book 7890, Page 295 (the "7' Mutual Easement").

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Easement and restrictive covenants contained in deeds recorded with said Deeds Book 13243, Page 167 and Page 169 (the "Winters Easements").

Mortgage to Fleet National Bank dated December 2, 1997, recorded with said Deeds Book 12124, Page 457.

EXHIBIT C

LEASE SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Lease Subordination, Non-Disturbance and Attornment Agreement ("Agreement") is made as of the ___ day of ___ by and among ___ (herein, together with its successor and assigns, called "Lender"), ___ (herein, together with its successors and assigns, called "Landlord"), and ___ (herein, together with its successors and assigns, called "Tenant").

Introductory Provisions

- A. Lender is the present holder of a Mortgage given by Landlord to Lender covering the property located at ___ Massachusetts (the "Property"), which is recorded with the ___ Registry of Deeds in Book ___, Page ___ [or herewith] (the "Mortgage").
B. Tenant is the tenant under that certain lease (the "Lease") dated as of ___ between Landlord, as landlord, and Tenant, as tenant, covering a portion of the Property (the "Premises") as more particularly described in the Lease. Notice of the Lease is recorded with said Registry of Deeds in Book ___, Page ___.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal adequacy of which are hereby acknowledged, Lender, Landlord and Tenant agree as follows:

1. Subordination. The Lease and the rights of Tenant thereunder are subordinate and inferior to the lien of the Mortgage and any amendment, renewal, extension or replacement thereof and each advance made thereunder as though the Mortgage, and each such amendment, renewal, extension or replacement were executed and recorded, and the advance made, before the execution of the Lease. Notwithstanding the foregoing, (a) at any time while the Mortgage is outstanding, at the election of Lender, Lender shall have the right to declare the Lease superior to the lien of the Mortgage; and (b) Lender hereby waives and relinquishes unto Tenant all of Lender's right to levy or distraint, if any, for rent or otherwise, and any and all lien, right or claim upon or to, personal property, equipment, fixtures and signs from time to time located at or about the Premises, whether under the Mortgage or otherwise.

2. Non-Disturbance. Lender hereby assents to the Lease and agrees that (i) Tenant's occupancy of the Premises and all rights of Tenant under the Lease shall not be disturbed or interfered with except in accordance with the terms of the Lease, and (ii) Lender will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease because of any default under the Mortgage.

3. Foreclosure. In the event that the interest of Landlord shall vest in Lender by reason of foreclosure or other proceedings brought by it, or in any other manner, or upon entry for the purposes of foreclosure, Lender and Tenant agree to be directly bound to each other to perform the respective undischarged obligations of Landlord and Tenant under the Lease accruing after such foreclosure or other action, subject to all of the terms and conditions as set forth in the Lease, provided, however, that Lender shall not be:

- (i) liable for damages then accrued as a result of any act or omission of a prior landlord (including Landlord); or
- (ii) subject to any offsets or defenses which Tenant then has against any prior landlord (including Landlord); or
- (iii) bound by any rent or additional rent which Tenant has paid in advance to any prior landlord (including Landlord) for a period in excess of one month, except for payments of additional rent for taxes and the like made in accordance with the terms of the Lease.

4. Attornment. In the event the interest of Landlord shall so vest Lender, Tenant agrees that it will attorn to and recognize Lender as landlord under and for the unexpired balance of the term of the Lease and any extension or renewal thereof, upon the same terms and conditions as set forth in the Lease.

5. Insurance and Condemnation Proceeds. Lender agrees that, either before or after foreclosure, or other action taken pursuant to the Mortgage or otherwise, in the event that there is any insured loss to the Premises, or if the whole or any portion of the Premises shall have been taken by virtue of the exercise of the right of eminent domain, and if, as a result of such loss or taking Lender comes into, or has the right to,

possession of such insurance or taking proceeds, it will release such proceeds to Landlord, or to Tenant, as the case may be, in order to permit such person to perform its restoration or payment obligations, in either such case, as set forth in the Lease.

6. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns, and any purchaser or purchasers at foreclosure of the Property or any portion thereof, and their respective heirs, personal representatives, successors and assigns. The term "Lender" shall also mean any party acquiring title to the Premises by virtue of foreclosure.

7. Captions. Captions and headings of sections are not part of this Agreement and shall not be deemed to affect the meaning or construction of any of the provisions of this Agreement.

8. Counterparts. This Agreement may be executed in several counterparts each of which when executed and delivered is an original, but all of which together shall constitute one instrument.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument as of the date first above-written.

Lender: _____

By _____

Tenant: _____

By _____

Landlord: _____

By _____

COMMONWEALTH OF MASSACHUSETTS

, SS

, 2000

Then personally appeared before me the above-named and acknowledges the foregoing to be his free act and deed.

Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

, SS

, 2000

Then personally appeared before me the above-named _____ President and Treasurer of the above-named Tenant, and each acknowledged the foregoing the foregoing to be his free act and deed of such Tenant.

Notary Public
My Commission Expires

COMONWEALTH OF MASSACHUSETTS

_____, SS

_____, 2000

Then personally appeared before me the above-named _____, Landlord, and acknowledged the foregoing to be his free act and deed and the free act and deed of such Landlord.

Notary Public
My Commission Expires

JB/GroundRound/Franklin/SNDA

EXHIBIT D**HOTEL PARCEL**

The land with the building(s) thereon, if any, on the southerly side of Union Street, Franklin, Norfolk County, Massachusetts, shown as Parcel F2 on a plan entitled "Plan of Land in Franklin, Mass", by Guerriere and Halnon, Inc. Engineering and Land Surveying dated September 23, 1998 and recorded with the Norfolk Registry of Deeds in Plan Book 462, as Plan 28.

Parcel F2 contains 2.10 acres of land, according to said plan.

For a more specific description of Parcel F2, reference is hereby made to said plan.

JB/GroundRound/Franklin/ExhibitD

EXHIBIT E

PROHIBITED USES

1. Adult bookstore, adult moviehouse or any use with a prurient theme.
2. Hotel or motel.
3. Dry cleaner with actual process operations on the site (as opposed to just a delivery spot).
4. Any use involving the handling or storage of hazardous or regulated materials other than customary cleaning supplies.
5. Gas station.
6. A so-called "Truck stop" diner.
7. Uses which emit strong or offensive odors (not including food or food preparation odors of a restaurant).



INVESTMENT REPORT
 March 1, 2019 - March 31, 2019

Fidelity Account CHATEAU RESTURANT CORP

Account Number: [REDACTED]

Envelope # BGWDDKBBBDLWL
 0153248 02 AV 0.380 02 TR 00858 FIEFSM19 000000
 CHATEAU RESTURANT CORP
 JOSEPH L NOCERA
 195 SCHOOL ST
 WALTHAM MA 02451-4545



Your Net Account Value: **\$1,393,529.41**

Change from Last Period: **▲ \$59,834.37**

	This Period	Year-to-Date
Beginning Net Account Value	\$1,333,695.04	\$902,165.23
Additions	60,000.00	480,000.00
Subtractions	-11,000.00	-33,010.87
Transaction Costs, Fees & Charges	-	-10.87
Change in Investment Value *	10,834.37	44,375.05
Ending Net Account Value **	\$1,393,529.41	\$1,393,529.41
Accrued Interest (AI)	0.00	
Ending Account Net Value Incl. AI	\$1,393,529.41	

Contact Information
 Online Fidelity.com
 FASTSM Automated Telephone (800) 544-5555
 Customer Service (800) 544-6666

* Reflects appreciation or depreciation of your holdings due to price changes, transactions from Other Activity In or Out and Multi-currency transactions, plus any distribution and income earned during the statement period.
 ** Excludes unpriced securities.



MR_CE_BGWDDKBBBDLWL_B8888 20190329 5 153248 FIEFSM19 015559



INVESTMENT REPORT
 April 1, 2019 - April 30, 2019

Fidelity Account CHATEAU RESTURANT CORP

Account Number: [REDACTED]

Envelope # BGZFXHBBBCBQB

0107327 02 AV 0.390 02 TR 00608 FIEE7V14 000000
 CHATEAU RESTURANT CORP
 JOSEPH L NOCERA
 195 SCHOOL ST
 WALTHAM MA 02451-4545



Your Net Account Value: \$1,448,786.43

Change from Last Period: ▲ \$55,257.02

	This Period	Year-to-Date
Beginning Net Account Value	\$1,393,529.41	\$902,165.23
Additions	60,000.00	540,000.00
Subtractions	-11,000.00	-44,010.87
Transaction Costs, Fees & Charges	-	-10.87
Change in Investment Value *	6,257.02	50,632.07
Ending Net Account Value **	\$1,448,786.43	\$1,448,786.43
Accrued Interest (AI)	0.00	
Ending Account Net Value Incl. AI	\$1,448,786.43	

Contact Information

Online Fidelity.com
 FASTSM Automated Telephone (800) 544-5555
 Customer Service (800) 544-6666

* Reflects appreciation or depreciation of your holdings due to price changes, transactions from Other Activity In or Out and Multi-currency transactions, plus any distribution and income earned during the statement period.
 ** Excludes unpriced securities.





INVESTMENT REPORT
 May 1, 2019 - May 31, 2019

Fidelity Account CHATEAU RESTURANT CORP

Account Number: ██████████

Envelope # BHCGBWB8BBBXDN

0112821 02 AV 0.390 02 TR 00617 FIEA6J14 000000
 CHATEAU RESTURANT CORP
 JOSEPH L NOCERA
 195 SCHOOL ST
 WAL THAM MA 02451-4545



Your Net Account Value: **\$1,492,882.45**
 Change from Last Period: ▲ \$44,096.02

	This Period	Year-to-Date
Beginning Net Account Value	\$1,448,786.43	\$902,165.23
Additions	60,000.00	600,000.00
Subtractions	-11,000.00	-55,010.87
Transaction Costs, Fees & Charges	-	-10.87
Change in Investment Value *	-4,903.98	45,728.09
Ending Net Account Value **	\$1,492,882.45	\$1,492,882.45
Accrued Interest (AI)	0.00	
Ending Account Net Value Incl. AI	\$1,492,882.45	

Contact Information

Online Fidelity.com
 FASTSM-Automated Telephone (800) 544-5555
 Customer Service (800) 544-6666

* Reflects appreciation or depreciation of your holdings due to price changes, transactions from Other Activity in or Out and Multi-currency transactions, plus any distribution and income earned during the statement period.
 ** Excludes unpriced securities.

MR CE_BHCGBWB8BBBXDN_BB888 20190531 9 112821 FIEA6J14 010199 P



Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

Memorandum

August 9, 2019

To: Town Council
From: Jamie Hellen, Town Administrator

Re: Resolution 19-53: Rescission of Authorization to Borrow

I am asking the Council to rescind the authorized, but unissued, balances remaining under resolution numbers 09-61, 11-50, 12-05 and 15-66, for which the Town Council had previously adopted. In short, we are simply closing out the books on these financial matters.

Collectively, these resolutions authorized the borrowing of money to pay for the costs of various capital projects, which are now complete and there is no remaining financial liability. In fact, it's good financial practice to remove these projects as they remain on our financial statements until authorization is given to rescind these appropriations.

Under this resolution, the unissued balances that are no longer needed for the purposes which they were originally approved will be hereby rescinded.

<u>Res. No.</u>	<u>Purpose</u>	<u>Amount</u>	<u>Unissued Balance</u>
09-61	H.S. Feasibility	\$ 1,000,000	\$ 600,000
11-50	School Feasibility	\$1,800,000	\$1,800,000
12-05	H.S. Construction	\$104,649,876	\$3,298,628
15-66	Library Reconstruction	\$10,500,000	\$1,229,555

I am happy to answer any questions you may have.



TOWN OF FRANKLIN

RESOLUTION 19-53

Rescission of Authorizations to Borrow

Whereas: The Town Council previously adopted Resolution Nos. 09-61, 11-50, 12-05 and 15-66, authorizing the borrowing of money to pay costs of various capital projects, which are now complete, and for which no further financial liability remains; and

Whereas: There remains an authorized but unissued balance of funds authorized to be borrowed under each of the foregoing resolutions; and

Whereas: The Town Council now desires to rescind the authorized, but unissued balances remaining under the foregoing resolutions,

NOW THEREFORE BE IT ORDERED by the Town Council of the Town of Franklin that:

The unissued balances of the amounts authorized to be borrowed under the stated resolutions, as set forth below, which unissued balances are no longer needed for the purposes for which they were originally approved, are hereby rescinded.

<u>Res. No.</u>	<u>Purpose</u>	<u>Amount</u>	<u>Unissued Balance</u>
09-61	H.S. Feasibility	\$ 1,000,000	\$ 600,000
11-50	School Feasibility	1,800,000	1,800,000
12-05	H.S. Construction	104,649,876	3,298,628
15-66	Library Reconstruction	10,500,000	1,229,555

This Resolution shall become effective according to the provisions of the Town of Franklin Home Rule Charter.

DATED: _____, 2019

VOTED:
UNANIMOUS _____

YES _____ NO _____

A True Record Attest:

ABSTAIN _____

ABSENT _____

RECUSED _____

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council



TOWN OF FRANKLIN
RESOLUTION 09-61

Appropriation – Feasibility Study of the Franklin High School and Grounds

NOW THEREFORE, BE IT ORDERED by the Town Council of the Town of Franklin: that the Town of Franklin appropriate the sum of one million (1,000,000) dollars for a comprehensive feasibility study of the Franklin High School and Grounds, located at 218 Oak Street, including but not limited to retaining an owner’s project manager and architect/engineers and appropriate testing to provide design services through schematic design and design development, said sum to be expended under the direction of the School Building Committee; and to meet said appropriation the Town Treasurer with the approval of the Town Administrator is authorized to borrow said sum under M.G.L. Chapter 44, 70B, or any other enabling authority; that the Town of Franklin acknowledges that the Massachusetts School Building Authority’s (“MSBA”) grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any costs the Town of Franklin incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town of Franklin, and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Feasibility Study Agreement that may be executed between the Town of Franklin and the MSBA.

DATED: 10/17/09, 2009

A True Record Attest:

Deborah L. Pellegri
Deborah L. Pellegri
Town Clerk

VOTED: Passed
UNANIMOUS ✓
YES 8 NO 0
ABSTAIN 0
ABSENT 1

Judith Pond Pfeffer
Judith Pond Pfeffer, Clerk
Franklin Town Council



TOWN OF FRANKLIN

RESOLUTION 11-50


Additional Appropriation for Comprehensive Feasibility Study of the Franklin High School and Grounds


NOW THEREFORE, BE IT ORDERED by the Town Council of the Town of Franklin: that the Town of Franklin appropriate the sum of one million eight hundred thousand dollars (\$1,800,000), which sum is in addition to the amount of one million (1,000,000) dollars previously appropriated under Resolution No. 09-61 of the Town Council, for a comprehensive feasibility study of the Franklin High School and Grounds, located at 218 Oak Street, including but not limited to retaining an owner's project manager and architect/engineers and appropriate testing to provide design services through schematic design and design development, said sum to be expended under the direction of the School Building Committee; and to meet said appropriation the Town Treasurer with the approval of the Town Administrator is authorized to borrow said additional sum under M.G.L. Chapter 44, 70B, or any other enabling authority; that the Town of Franklin acknowledges that the Massachusetts School Building Authority's ("MSBA") grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any costs the Town of Franklin incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town of Franklin, and that the amount of borrowing authorized pursuant to this resolution and Resolution No. 09-61 of the Town Council shall be reduced by any grant amount set forth in the Feasibility Study Agreement that may be executed between the Town of Franklin and the MSBA.

DATED: Sept 28, 2011

VOTED: passed
 UNANIMOUS
 YES ✓ NO ✓
 ABSTAIN ✓
 ABSENT ✓

A True Record Attest:


 Deborah L. Pellegri
 Town Clerk


 Judith Pond Pfeffer, Clerk
 Franklin Town Council



TOWN OF FRANKLIN

RESOLUTION 12-05

APPROPRIATION FRANKLIN HIGH SCHOOL

NOW THEREFORE, BE IT ORDERED that the Town Council of the Town of Franklin: appropriates the sum of one hundred four million, six hundred forty-nine thousand, eight hundred seventy-six dollars (\$104,649,876) for the construction of a new Franklin High School to be located at 218 Oak Street, and for the payment of all other costs incidental and related thereto which school facility shall have an anticipated useful life as an educational facility for the instruction of school children for at least 50 years, said sum to be expended under the direction of the School Building Committee, and to meet said appropriation the Town Treasurer with the approval of the Town Administrator is authorized to borrow said sum under M.G.L. Chapter 44, or any other enabling authority; that the Town of Franklin acknowledges that the Massachusetts School Building Authority's ("MSBA") grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the Town of Franklin incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town of Franklin; provided further that any grant that the Town of Franklin may receive from the MSBA for the Project shall not exceed the lesser of (1) fifty-nine point fifty-two hundredths percent (59.52%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; provided that any appropriation hereunder shall be subject to and contingent upon an affirmative vote of the Town to exempt the amounts required for the payment of interest and principal on said borrowing from the limitations on taxes imposed by M.G.L. 59, Section 21C (Proposition 2½); and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the Town of Franklin and the MSBA.

DATED: Feb 1, 2012

A True Record Attest:
Deborah L. Pellegri
Deborah L. Pellegri
Town Clerk

VOTED *passed*
UNANIMOUS
YES *8* NO *0*
ABSTAIN *0*
ABSENT *1*

Judith Pond Pfeffer
Judith Pond Pfeffer, Clerk
Franklin Town Council



TOWN OF FRANKLIN

RESOLUTION 15-66

Reconstructing, Adding to, Equipping and Furnishing the Franklin Public Library

Whereas: The Town Council has been advised of a need for reconstructing, adding to, equipping and furnishing the Franklin Public Library,

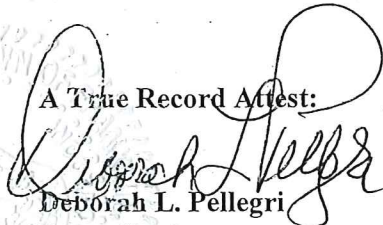
NOW THEREFORE BE IT ORDERED by the Town Council of the Town of Franklin that:

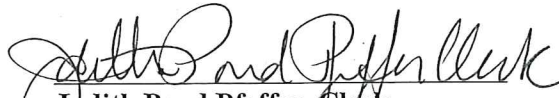
- (1) \$10,500,000 is appropriated to pay costs of reconstructing, adding to, equipping and furnishing the Franklin Public Library, including the payment of all other costs incidental or related thereto; and that to meet this appropriation the Treasurer-Collector with the approval of the Town Administrator is authorized to borrow \$10,500,000 under G.L. c.44, §7 or pursuant to any other enabling authority.
- (2) This Resolution shall become effective according to the rules and regulations of the Town of Franklin Home Rule Charter.

DATED: October 21, 2015

VOTED Passed
 UNANIMOUS ✓
 YES 9 NO
 ABSTAIN 0
 ABSENT 0

A True Record Attest:


 Deborah L. Pellegrini
 Town Clerk


 Judith Pond Pfeffer, Clerk
 Franklin Town Council

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

Memorandum

August 9, 2019

To: Town Council

From: Jamie Hellen, Town Administrator

Re: Resolution 19-54: Amendment to FY 2020 Budget

I am requesting the Council approve an amended FY20 budget to increase the school department budget by \$102,500 for two time sensitive policy decisions before the school year begins on August 27th.

The additional resources will go toward the following:

1. \$52,500 to eliminate the need for a \$150 per student parking fee at the High School.
2. \$50,000 for the addition of two additional Kindergarten Educational Support Professionals (ESP's).

I have attached the Superintendent's memo to the School Committee with further details.

While the Town Finance Director is still finalizing the positive impacts of the recently completed state budget, he has assured us the Town will see an increase in revenue from local aid. Given the time sensitivity of these two policy decisions, I recommend these appropriations at this time. These are the two highest priorities for the Superintendent and School Committee to restore in the budget related to the reductions made in this year's school budget. After the final assessment has been made on the state cherry sheets from the Department of Revenue, a further dialogue will occur in September and October with the Council Budget Subcommittee and Finance Committee relative to closing out the books on the FY20 budget prior to setting the tax rate in November. That said, these two initiatives cannot wait for that time and need to be considered now before the school year begins.

I am happy to answer any questions you have.



Franklin Public Schools

*Office of the Superintendent
355 East Central Street; Suite 3
Franklin, Massachusetts 02038
Phone: 508-553-4819*

To: Franklin School Committee
From: Sara Ahern, Superintendent of Schools
Date: August 8, 2019
Re: Additional Allocation Request for FY 20

As you are aware, the final FY 20 State Budget is more favorable towards Franklin than the House Budget upon which the approved FY 20 Franklin Public Schools Budget was based. On August 6, 2019, the Franklin School Committee's Budget Subcommittee met to discuss the final FY 20 State Budget that was signed by Governor Baker last week. Although additional allocations, when available due to revised state budgets, are considered by Town Council in the fall, I submitted a respectful request on behalf of the School Committee's Budget Subcommittee that the Town Council approve an additional allocation to the Franklin Public Schools for FY 20 in the amount of \$102,500.

This allocation would go towards two items, which were listed as a means of reducing the \$2.2 million budget gap. Time is important as these items are time sensitive due to school starting on Tuesday, August 27, 2019.

Eliminate the High School Parking Fee \$52,500

The School Committee instituted a new parking fee at Franklin High School as part of its revised budget in the amount of \$150 per student vehicle. This fee would have been applied to the ongoing maintenance of the lots through the DPW and it would require an agreement between the schools and the town.

While this was certainly a consideration when proposed, we are concerned about the management and enforcement of this fee by our administrators in an already complex situation to administer.

Include 2 Kindergarten Educational Support Professionals (ESP) \$50,000

The School Committee's original budget included 6 K ESPs, one for each elementary school. Over the course of budget discussions, it was determined that we could only support 4 through the budget and 2 were part of the reduction list when the gap was closed. These positions are critical for instructing students in small groups according to their academic and social-emotional needs in the earliest years when students' school experiences vary widely and intervention can be most successful for the long-term success.

This is creating an inequitable situation and we see a need within all of our elementary schools for additional classroom support.

In advance of Town Council's review of a resolution to this effect at their Wednesday, August 14, 2019 meeting, I recommend that the School Committee adopt a revised FY 20 budget of \$64,702,500, which includes an increase of \$102,500 for the items described above.



TOWN OF FRANKLIN

RESOLUTION 19-54

AMENDMENT TO FY 2020 BUDGET

WHEREAS, The Franklin Town Council adopted the FY 2020 Budget on May 23, 2019 and now wishes to amend said budget;

NOW, THEREFORE, BE IT MOVED AND VOTED to amend said FY20 Budget from \$129,661,331 to \$129,763,831 as outlined below and to appropriate to the Franklin Public Schools budget the additional amount of \$102,500.

	<u>Original</u>	<u>Change</u>	<u>Amended</u>
Total Appropriation	\$129,661,331	\$102,500	\$129,763,831
Raise and Appropriate	\$116,308,711	\$102,500	\$116,411,211

This Resolution shall become effective according to the provisions of the Town of Franklin Home Rule Charter.

DATED: _____, 2019

VOTED:
UNANIMOUS _____

YES _____ NO _____

A True Record Attest:

ABSTAIN _____

ABSENT _____

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

Memorandum

August 9, 2019

To: Town Council
From: Jamie Hellen, Town Administrator

Re: Resolution 19-55: Gift Acceptance - Council on Aging

The Franklin Council on Aging has received a gift in the amount of \$18,893 from the Friends of Franklin Elders. This money is to be used at the discretion of the Franklin Council on Aging toward salary assistance for the Senior Center Grill Cook over the course of FY20. We thank the Friends of Franklin Elders for their continued support of the Franklin Council on Aging and Senior Center.

If you have any additional questions please feel free to ask.



TOWN OF FRANKLIN

RESOLUTION 19-55

Acceptance of Gift –Council on Aging

WHEREAS, The Franklin Council on Aging has received a generous donation of \$18,893 from the Friends of Franklin Elders to be used at the discretion of the Franklin Council on Aging/Senior Center toward salary assistance for the senior center Grill Cook for the 2020 fiscal year.

NOW THEREFORE, BE IT RESOLVED THAT:

The Town Council of the Town of Franklin on behalf of the Franklin Council on Aging gratefully accepts this generous donation to be used by the Franklin Council on Aging/Senior Center toward salary assistance for the senior center Grill Cook for fiscal year 2020.

This resolution shall become effective according to the provisions of the Town of Franklin Home Rule Charter.

DATED: _____, 2019

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

Town of Franklin

Town Administrator
Tel: (508) 520-4949

Fax: (508) 520-4903



355 East Central Street
Franklin, Massachusetts 02038-1352

July 30 ,2019

Friends of Franklin Elders
10 Daniel McCahill Street
Franklin, MA 02038

Dear Friends of Franklin Elders,

On behalf of the Town of Franklin, I would like to thank you for your recent donation to the Franklin Council on Aging. The Franklin Senior Center is thrilled to have salary assistance for its valued cooking staff.

We appreciate your generosity and find it gratifying that you have chosen to give back to the community. Please call if I can ever be of assistance.

Thank you again for your continued support and generosity.

Warmest Regards,



Jamie Hellen
Town Administrator

cc: Karen Alves, Director Senior Center

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

Memorandum

August 9, 2019

To: Town Council

From: Jamie Hellen, Town Administrator

Re: Resolution 19-56: Gift Acceptance - Senior Center

The Franklin Senior Center has received a gift in the amount of \$20,000 from Mr. Vincent Bravoco. This money is to be used at the discretion of the Franklin Senior Center to provide services and fund programs for Elders throughout the Town of Franklin. We thank Mr. Bravoco for his support and exceptionally generous donation to the Franklin Senior Center.

If you have any additional questions please feel free to ask.



TOWN OF FRANKLIN

RESOLUTION 19-56

Acceptance of Gift – Senior Center

WHEREAS, The Franklin Senior Center has received a generous donation of \$20,000 from Mr. Vincent Bravoco to be used at the discretion of the Franklin Senior Center to provide services and fund programs for elders throughout the Town of Franklin.

NOW THEREFORE, BE IT RESOLVED THAT:

The Town Council of the Town of Franklin on behalf of the Franklin Senior Center gratefully accepts this generous donation to be used by the Franklin Senior Center to provide services and fund programs for elders throughout the Town of Franklin.

This resolution shall become effective according to the provisions of the Town of Franklin Home Rule Charter.

DATED: _____, 2019

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

July 30, 2019

Vincent Bravoco
826 Summer Street
Franklin, MA 02038

Dear Mr. Bravoco:

On behalf of the Town of Franklin, I would like to thank you for your *exceptionally* generous donation to the Franklin Senior Center.

I cannot express how crucial your donation will be in providing services to the elders throughout the Town of Franklin. As you know, the Franklin Senior Center is commonly referred to as one of the premier senior facilities in the state and this donation will continue to help fund the diverse programs at the center.

We cannot thank you enough for your generosity and for choosing to make a donation to the Seniors of Franklin. Please do not hesitate to call if I can ever be of assistance.

Warm regards,

Jamie Hellen
Town Administrator

cc: Karen Alves, Director Senior Center

Thank you very much!
Let me know if you ever need
anything. Any generous gift!

Town of Franklin

Town Administrator
Tel: (508) 520-4949

Fax: (508) 520-4903



355 East Central Street
Franklin, Massachusetts 02038-1352

Memorandum

August 9, 2019

To: Town Council

From: Jamie Hellen, Town Administrator

Re: Resolution 19-57: Gift Acceptance - Fire Department

The Franklin Fire Department has received a gift in the amount of \$5,000 from the Digital Federal Credit Union (DCU). This money is to be used at the discretion of the Franklin Fire Department to provide departmental services and fund programs for the Fire Department and the citizens it serves. We thank the Digital Federal Credit Union for their support and exceptionally generous donation to the Franklin Fire Department.

If you have any additional questions please feel free to ask.



TOWN OF FRANKLIN

RESOLUTION 19-57

Acceptance of Gift – Fire Department

WHEREAS, The Franklin Fire Department has received a generous donation of \$5,000 from the Digital Federal Credit Union (DCU) to be used at the discretion of the Franklin Fire Department to provide services and fund programs for citizens throughout the Town of Franklin.

NOW THEREFORE, BE IT RESOLVED THAT:

The Town Council of the Town of Franklin on behalf of the Franklin Fire Department gratefully accepts this generous donation to be used by the Franklin Fire Department to provide services and fund programs for citizens throughout the Town of Franklin.

This resolution shall become effective according to the provisions of the Town of Franklin Home Rule Charter.

DATED: _____, 2019

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

Town of Franklin

Town Administrator
Tel: (508) 520-4949

Fax: (508) 520-4903



355 East Central Street
Franklin, Massachusetts 02038-1352

August 7, 2019

Digital Federal Credit Union, Attn: Maureen Spaulding
853 Donald Lynch Blvd.
Marlborough, MA 01752

Dear Digital Federal Credit Union,

On behalf of the Town of Franklin, I would like to thank you for your recent donation to the Franklin Fire Department. The Fire Department has a mission to provide prevention, safety, and a variety of other services and programs to the community it serves. Your generous donation will go a long way in helping the Fire Department and the entire Franklin community.

We appreciate your generosity and find it gratifying that you have chosen to give back to the community. Please call if I can ever be of assistance.

Warmest Regards,

Jamie Hellen
Town Administrator

cc: Jim McLaughlin, Franklin Fire Chief

Town of Franklin

Town Administrator
Tel: (508) 520-4949

Fax: (508) 520-4903



355 East Central Street
Franklin, Massachusetts 02038-1352

Memorandum

August 9, 2019

To: Town Council
From: Jamie Hellen, Town Administrator

Re: Resolution 19-58: Gift Acceptance - Police Department

The Franklin Police Department has received a gift in the amount of \$5,000 from the Digital Federal Credit Union (DCU). This money is to be used at the discretion of the Franklin Police Department to provide departmental services and fund programs for the Police Department and the citizens it serves. We thank the Digital Federal Credit Union for their support and exceptionally generous donation to the Franklin Police Department.

If you have any additional questions please feel free to ask.



TOWN OF FRANKLIN

RESOLUTION 19-58

Acceptance of Gift – Police Department

WHEREAS, The Franklin Police Department has received a generous donation of \$5,000 from the Digital Federal Credit Union (DCU) to be used at the discretion of the Franklin Police Department to provide programs and services to the Franklin community.

NOW THEREFORE, BE IT RESOLVED THAT:

The Town Council of the Town of Franklin on behalf of the Franklin Police Department accepts this generous donation to be used by the Franklin Police Department to provide programs and services to the Franklin Community.

This resolution shall become effective according to the provisions of the Town of Franklin Home Rule Charter.

DATED: _____, 2019

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

**Teresa M. Burr
Town Clerk**

**Glenn Jones, Clerk
Franklin Town Council**



FRANKLIN POLICE DEPARTMENT

Thomas J. Lynch, Chief of Police
James A. Mill, Deputy Chief of Police
911 Panther Way, Franklin, MA 02038
Telephone: (508) 528-1212
Fax: (508) 520-7950
www.franklinpolice.com

August 6, 2019

Jamie Hellen, Town Administrator
Town of Franklin
355 East Central Street
Franklin, MA 02038

SUBJECT: Gift Donation Made to the Franklin Police Department

Mr. Hellen,

I am pleased to announce the Franklin Police Department recently received the following gift donation:

- Digital Federal Credit Union – DCU donated \$5,000.00, representing DCU's support of the Police Departments efforts in providing programs that will make a difference (see attached letter).

The donation will go a long way in supporting our community policing programs, assisting with training needs and the purchase of essential equipment for the officers. We sincerely appreciate the support of the residents and business community. Upon the acceptance of the Town Counsel, we will deposit the donation into the Police Gift Account.

Respectfully Submitted,

Thomas J. Lynch
Chief of Police

Town of Franklin

Town Administrator
Tel: (508) 520-4949

Fax: (508) 520-4903



355 East Central Street
Franklin, Massachusetts 02038-1352

August 9, 2019

Digital Federal Credit Union, Attn: Maureen Spaulding
853 Donald Lynch Blvd.
Marlborough, MA 01752

Dear Digital Federal Credit Union,

On behalf of the Town of Franklin, I would like to thank you for your recent donation to the Franklin Police Department. The Police Department has a mission to provide a variety of services and programs to the community it serves. Your generous donation will go a long way in helping the Police Department and the entire Franklin community.

We appreciate your generosity and find it gratifying that you have chosen to give back to the community. Please call if I can ever be of assistance.

Warmest Regards,

Jamie Hellen
Town Administrator

cc: Thomas J. Lynch, Franklin Police Chief

FRANKLIN PLANNING & COMMUNITY DEVELOPMENT

355 EAST CENTRAL STREET, ROOM 120
FRANKLIN, MA 02038-1352
TELEPHONE: 508-520-4907
FAX: 508-520-4906

MEMORANDUM

TO: JAMIE HELLEN, TOWN ADMINISTRATOR
FROM: BRYAN W. TABERNER, AICP, DIRECTOR
RE: PROPOSED ZONING BYLAW AMENDMENT 19-842. IMPERVIOUS COVERAGE
IN WATER RESOURCE DISTRICT
CC: MARK CEREL, TOWN ATTORNEY; AMY LOVE, PLANNER;
GUS BROWN, BUILDING COMMISSIONER, CHRISSY WHELTON
DATE: MAY 29, 2019

It has been brought to the attention of Department of Planning and Community Development (DPCD) and other Town staff that there is discrepancy in Franklin's Zoning Bylaw between Sections 185-40.D(1)(l)(ii) and 185-40.D(3)(a). The discrepancy was created in 2013 with approval of Zoning Bylaw Amendment 13-703, which added new language to Section 185-40.D.(1); at that time Section 185-40.D(3)(a) should have been deleted.

Section 185-40.D(1)(l)(ii) allows for impervious coverage up to 80% of upland area of a lot located within the Water Resource District for nonresidential uses.

Section 185-40.D(3)(a) states any use that will render impervious more than 15% or 2,500 square feet of any lot, whichever is greater, requires a special permit.

Zoning Bylaw Amendment 19-842 would remove subsection 185-40.D(3)(a), and re-letter the remaining subsections in 185-40.D(3); these changes eliminate the discrepancy between Sections 185-40.D(1) and 185-40.D(3).

In addition, small changes are proposed for Section 185-40.D(1)(l)(ii); this Subsection does not currently address residential uses within a nonresidential zoning district. The proposed changes would address the issue by treating all development in nonresidential zoning districts the same regardless of use.

If Town Council supports the proposed changes, DPCD recommends they refer Zoning By-law Amendment 19-842 to the Planning Board for a Public Hearing. Please let me know if you have questions or require additional clarification.

TOWN OF FRANKLIN
ZONING BY-LAW AMENDMENT 19-842

CHANGES TO §185-40. WATER RESOURCE DISTRICT

A ZONING BY-LAW TO AMEND THE FRANKLIN TOWN CODE
AT CHAPTER 185, SECTION 40.D

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:

Chapter 185 of the Code of the Town of Franklin is hereby amended by adding and ~~deleting~~ the following text at §185-40. **Water Resource District**, subsections D.(1) and D.(3)

D. Use regulations. The Water Resource District shall be considered to be superimposed over any other district established in this chapter. Land in the Water Resource District may be used for any use otherwise permitted in the underlying district, subject to the following limitations:

(1) Prohibitions. The following are prohibited on any lot or portion of a lot within a Water Resource District:

(l) Impervious coverage.

(i) Residential zones:

Residential use: Rendering impervious coverage more than 15% or 2,500 square feet, whichever is greater, of the upland area of a lot located within the Water Resource District is only permitted for residential uses within a residential zone by a special permit from the Zoning Board of Appeals (ZBA).

Nonresidential uses: Rendering impervious coverage more than 15% or 2,500 square feet, whichever is greater, of the upland area of a lot located within the Water Resource District is only permitted for nonresidential uses within a residential zone by a special permit from the Planning Board.

(ii) Nonresidential zones:

~~Nonresidential uses:~~ Rendering impervious coverage up to 80% of the upland area of a lot located within the Water Resource District is permitted ~~only~~ in nonresidential zones provided an application for site plan approval has been provided.

An applicant for site plan approval must provide artificial recharge that does not degrade groundwater quality. The proposed water recharge efforts shall be permitted only upon the approval of a hydrogeologist retained by the Town of Franklin at the expense of the applicant, under the provisions of MGL c. 44, § 53G.

(3) Uses permitted only by special permit. The following uses are permitted only by special permit:

~~(a) Any use that will render impervious more than 15% or 2,500 square feet of any lot, whichever is greater. Artificial recharge must be provided that does not degrade groundwater quality. See Subsection D(1)(1) above.~~

~~(b)(a)~~ Activities involving the handling of toxic or hazardous materials in quantities greater than those associated with normal household use.

~~(e)(b)~~ The construction of dams or other water control devices or water bodies or courses created for recreational or agricultural uses or drainage uses.

~~(d)(c)~~ The application of pesticides or fertilizers for nondomestic or nonagricultural uses.

This by-law Amendment shall become effective in accordance with the provisions of the Franklin Home Rule Charter and M.G.L. c.40A, §5.

DATED: _____, 2019

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ NO _____

Teresa M. Burr
Town Clerk

ABSTAIN _____

ABSENT _____

RECUSED _____

Glenn Jones, Clerk

Town of Franklin



Planning Board

TOWN OF FRANKLIN
TOWN CLERK

2019 JUN -6 P 12:37

RECEIVED

The following notice will be published in the Milford Daily Newspaper on
Monday, June 24, 2019 and again on Monday, July 1, 2019

In accordance with the provisions of M.G.L. Chapter 40A, Section 5, notice is hereby given that the Planning Board will hold a Public Hearing on July 8, 2019 at 7:05 PM and the Town Council will hold a Public Hearing on July 24, 2019 at 7:10 PM in the Town Council Chambers of the Municipal Building, 355 East Central Street, to consider amending the Code of the Town of Franklin as follows:

TOWN OF FRANKLIN ZONING BY-LAW AMENDMENTS

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT: The Code of the Town of Franklin is hereby amended by making the following amendments:

Zoning Bylaw Amendment 19-842: Changes to 185-40.D Water Resource District, subsections D.(1) and D.(3)

The foregoing Zoning By-law amendment shall take effect in accordance with the Franklin Home Rule Charter and Massachusetts General Law Chapter 40A, Section 5.

The zoning changes, regulations and overlay map of said amendments may be reviewed in the Department of Planning and Community Development during normal business hours (Monday, Tuesday and Thursday - 8:00 AM to 4:00 PM, Wednesday - 8:00 AM to 6:00 PM, and Friday - 8:00 AM to 1:00 P.M).

Please contact the Department of Planning & Community Development at 508-520-4907 if you require further information or if you need to make arrangements to provide translation services for the hearing impaired or for persons with language barriers.

Anthony Padula, Chairman
Franklin Planning Board

Thomas Mercer, Chairman
Franklin Town Council

Town of Franklin



Planning Board

July 10, 2019

Teresa M. Burr, Town Clerk
Town of Franklin
355 East Central Street
Franklin, MA 02038

CERTIFICATE OF VOTE

Zoning By-law Amendment #19-842

§185-40. Water Resource District, subsections D.(1) and D.(3)

Petitioner: Town Administration

Dear Mrs. Burr:

Please be advised that at its meeting on Monday, July 8, 2019 the Planning Board, upon motion duly made and seconded, voted (5-0-0) to **RECOMMEND**, *as presented*, to the Town Council the amendment of Zoning By-law #19-842, §185-40. Water Resource District, subsections D.(1) and D.(3).

If you have any questions concerning this decision, please contact the planning staff or me.

Sincerely,

Anthony Padula
Chairman, Planning Board

cc: Town Council
Town Administrator

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

Memorandum

August 9, 2019

To: Town Council
From: Jamie Hellen, Town Administrator

Re: 19-844 Bylaw Amendment: Sewer Map Extension- 225 Plain Street

I am asking the Council to consider a Sewer Map Amendment for 225 Plain Street, located on the Bellingham town line. The sewer extension would involve the installation of a new sewer manhole and approximately 85 feet of new PVC sewer main.

The Applicant has indicated that he will donate \$1,000 to Franklin's water conservation efforts, as well as install a new hydrant at the end of the existing water main which will improve fire protection and water quality in the area.

I believe that the proposal provides a significant public benefit, and if the Council decides to approve the extension the following conditions should be attached to the approval:

1. The applicant will need to file all required permits, pay the required fees, and provide a financial contribution to the DPW prior to the construction/installation of the sewer main.
2. The applicant shall construct the proposed sewer main and service in accordance with DPW standards.
3. Plain Street shall be overlaid from edge to edge to avoid having a trench patch, and the asphalt joint sealed using infrared treatment.

If you have any additional questions please feel free to ask.



**TOWN OF FRANKLIN
BY-LAW AMENDMENT 19-844**

AMENDMENT TO SEWER SYSTEM MAP

**A BY-LAW TO AMEND THE CODE OF THE TOWN OF FRANKLIN,
CHAPTER 139, ENTITLED SEWERS, AS FOLLOWS:**

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:

Chapter 139-14 of the Code of the Town of Franklin entitled Sewer System Map, Exhibit A (map) be amended by adding the following extension as an eligible location:

§139-14. Sewer System Map

Exhibit A:

Extending sewer system for 225 Plain Street which is located on the Bellingham town line, the sewer extension would involve the installation of a new sewer manhole and approximately 85 feet of new PVC sewer main.

Bylaw shall not become effective until all conditions agreed to between the developer and DPW are satisfied.

This By-Law amendment shall become effective in accordance with the provisions of the Franklin Home Rule Charter.

DATED. _____, 2019

VOTED: _____

UNANIMOUSLY: _____

A True Record Attest:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

**Teresa M. Burr
Town Clerk**

**Glenn Jones, Clerk
FRANKLIN TOWN COUNCIL**



TOWN OF FRANKLIN

DEPARTMENT OF PUBLIC WORKS

Franklin Municipal Building

257 Fisher Street

Franklin, MA 02038-3026

July 16, 2019

Mr. Jamie Hellen
Town Administrator
355 East Central Street
Franklin, MA 02038

RE: 225 Plain St – Sewer System Extension

Dear Jamie,

The applicant is applying for a Sewer Map Amendment for 225 Plain Street which is located on the Bellingham town line. The existing structure that was located on the Bellingham side of the lot was razed and a single family home is now being proposed to be built on the Franklin side of the lot.

The sewer extension would involve the installation of a new sewer manhole and approximately 85 feet of new PVC sewer main. The adjacent property at 221 Plain St currently has frontage on the sewer and the parcel across the street is Town of Franklin property. The subject property currently has access to Town water.

The Applicant has indicated he will donate \$1000 to Franklin's Water conservation efforts as well as install a new hydrant at the end of the existing water main which will improve fire protection and water quality in the area.

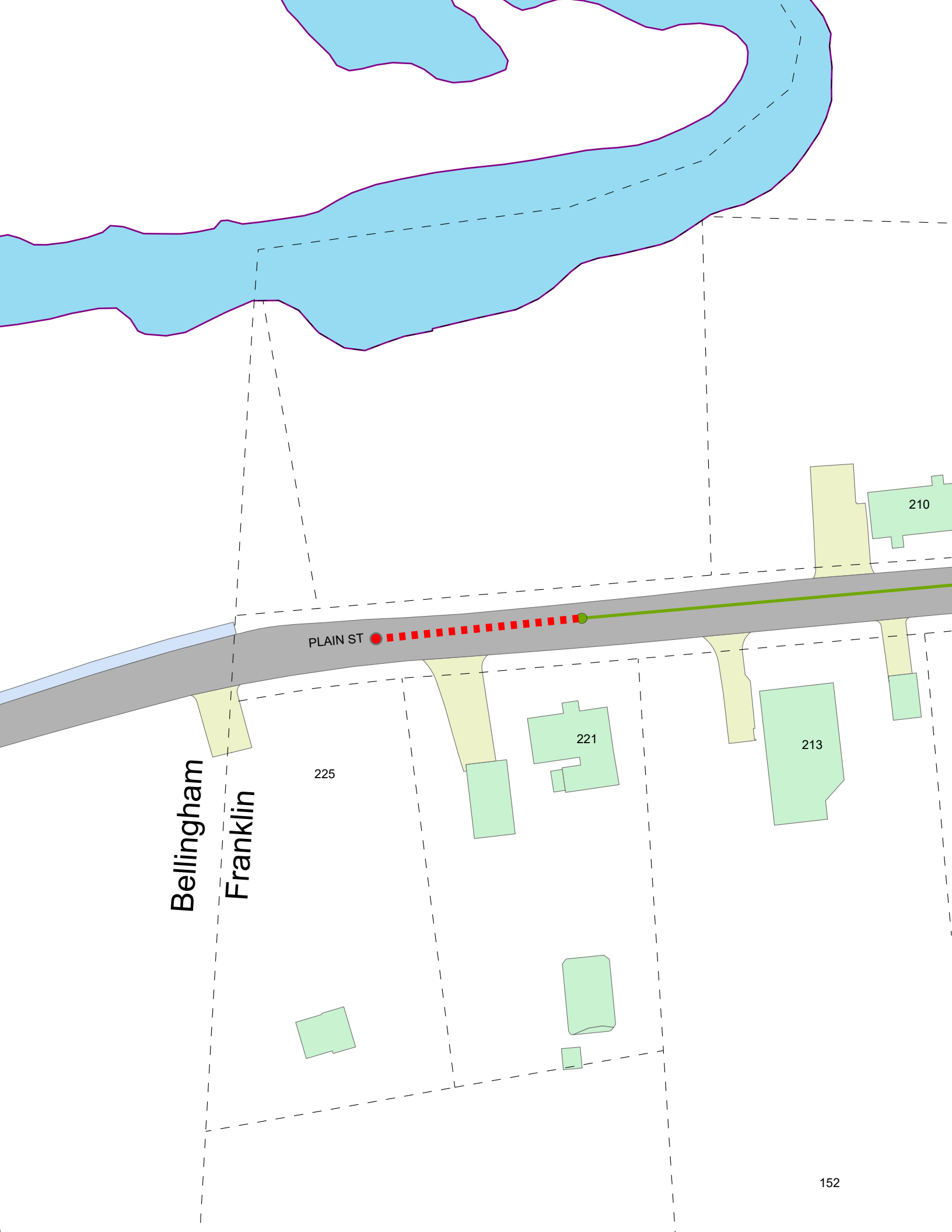
We believe that the proposal provides a significant public benefit. If the Council decides to approve the extension, we recommend the following conditions be attached to the approval:

1. The applicant will need to file all required permits, pay the required fees, and provide the financial contribution to the DPW prior to construction/installation of the sewer main.
2. The applicant shall construct the proposed sewer main and service in accordance with DPW standards.
3. Plain Street shall be overlaid from edge to edge to avoid having a trench patch, and the asphalt joints sealed using infrared treatment.

Sincerely,

Michael Maglio, PE
Town Engineer

Robert A. Cantoreggi
Director of Public Works



PLAIN ST

Bellingham

Franklin

225

221

213

210