



FRANKLIN TOWN COUNCIL

Agenda & Meeting Packet

June 5, 2019

Municipal Building
Council Chambers
355 East Central Street
2nd Floor
7:00 PM
REVISED

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. *May 8, 2019*

4. PROCLAMATIONS/RECOGNITIONS

- a. Electric Youth Performance

5. APPOINTMENTS

- a. Swearing in of Fire Captain

6. HEARINGS- 7:10

- a. Zoning Bylaw Amendment 19-837: Zoning Map Changes from General Residential V to Single Family Residential IV an Area on or Near West Central Street

7. LICENSE TRANSACTIONS- *Shaw's Supermarkets- Alteration of Premises*

8. PRESENTATIONS/DISCUSSIONS

- a. Agricultural Commission
- b. Red Brick Schoolhouse

9. SUBCOMMITTEE REPORTS

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

10. LEGISLATION FOR ACTION

- a. 19-36: Red Brick School: Declaration as Surplus and Available for Disposition (Leasing) and Authorization to Lease (**Motion to approve Resolution 19-36 – Two-Thirds Majority Vote (6)**)
- b. 19-37: Acceptance of Gift - Veterans Services (**Motion to Approve Resolution 19-37 - Majority Vote (5)**)
- c. 19-38 Acceptance of Gift- Conservation Commission (**Motion to Approve Resolution 19-38 - Majority Vote (5)**)

- d. 19-39: Acceptance of Gift-Franklin Cultural Council (**Motion to Approve Resolution 19-39 - Majority Vote (5)**)
- e. 19-40: Appropriation of Cable Funds (**Motion to Approve Resolution 19-40- Majority Vote (5)**)
- f. 19-842 Zoning Bylaw Amendment -Changes to Chapter 185 section 40.D(3)(a) -**Referral to the Planning Board (Motion to Refer Zoning Bylaw Amendment 19-842- Majority Vote (5))**
- g. 19-843: Bylaw Amendment- Chapter 25 Human Resource Management - **1st Reading (Motion to Move Bylaw Amendment 19-843 to a 2nd 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
May 8, 2019**

A meeting of the Town Council was held on Wednesday, May 8, 2019, at the Franklin Municipal Building, 355 East Central Street, Franklin, Massachusetts. Councilors present: Patrick Casey, Robert Dellorco, Melanie Hamblen, Glenn Jones, Matthew Kelly, Eamon McCarthy Earls, Thomas Mercer, Peter Padula, Deborah Pellegrini. Councilors absent: None. Administrative personnel in attendance: Jeffrey Nutting, Town Administrator; Jamie Hellen, Deputy Town Administrator; Mark Cerel, Town Attorney; Chrissy Whelton, Administrative Assistant.

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: ► Ms. Kathleen Mehler, 4 Glenn Drive, asked about the ongoing plan to change the subdivision without contacting the owners. She stated that this plan has been in force for one year and the owners were just notified two weeks ago that the sidewalks were being removed from the inner streets, the streets were being narrowed, and some constructing for the sewerage area for the Charles River Basin would occur. She has been a resident of Franklin for 45 years. Her concern is that people coming from Medway on Lincoln Street will turn into Skyline quickly and it will be very dangerous on a narrower road. She does not know how the narrowing of the street is going to work out; it does not slow anyone down. She is concerned because it is a family neighborhood with sidewalks on both sides and wide streets. It has been that way since it has been developed. To narrow the streets and take out the sidewalks without any thoughts about the residents is not correct. The sidewalks are needed for safety of children, pedestrians, and handicap residents. She stated that school buses and delivery trucks are very wide. She wants the Town to seriously consider this. ► Ms. Netto, 7 Grissom Circle, stated that they have been told there is going to be a new drainage system put in to help remediate the water problems at Skyline Estates. Currently, there are four new storm drains at the mouth of the circle. She discussed where the water is coming from. She stated that people have questioned what the Town is going to do about the illegal French drains. She stated that the DPW told her that they are going to try to work with the people. She stated that is not an answer. The people in Grissom Circle would like clarity about what is going to happen with the illegal storm drains and the runoff. ► Ms. Kathryn Carloni, 2 Carpenter Drive, stated that the neighborhood looks very nice with sidewalks on each side and it will not look nice if they are taken out. People without children pay taxes toward the schools as well. So, it is nice to have an aesthetically pleasing neighborhood. Also, if the roads are narrowed and there are cars parked on both sides, she does not know how a truck will get up the street past the cars; this is a safety issue. ► Ms. Erin Menard, 20 Skyline Drive, stated she moved in last year. The sidewalks were just what she was looking for. To hear that they are going to be taken out is upsetting. She uses them all the time.

APPROVAL OF MINUTES: ► *April 24, 2019*. ► **MOTION** to **Approve** the April 24, 2019 meeting minutes by **Kelly**. **SECOND** by **Dellorco**. **No Discussion**. ► **VOTE: Yes-9, No-0, Absent-0**.

PROCLAMATIONS/RECOGNITIONS: *None*.

APPOINTMENTS: ► *Franklin Cultural District, Roberta DeBaggis Trahan*. ► **MOTION** to **Ratify** the appointment by the Town Administrator of Roberta DeBaggis Trahan to serve as a member of the Franklin Cultural District by **Jones**. **SECOND** by **Kelly**. **Discussion:** ► Ms. Trahan stated that she accepted the appointment with honor. She is looking forward to working with the Cultural District Committee members and the partners. ► **VOTE: Yes-9, No-0, Absent-0**.

HEARINGS: *None.*

LICENSE TRANSACTIONS: ► *La Cantina Winery Company, Farmer Winery, Farmers' Market.*
 ► **MOTION to Approve** the issuance of a Farmer Winery, Farmers' Market License to Robert Vozzella, La Cantina Winery Company by **Jones. SECOND** by **Padula. No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.**

Note: Items taken out of order from the agenda.

PRESENTATIONS/DISCUSSIONS: ► *Franklin Ridge Senior Housing Proposal.* ► Mr. Nutting stated that many years ago the Town Council assigned the land behind the high school to the Affordable Housing Trust which is now in the process of developing 60 units of senior housing behind the existing facility off of Veterans Way. We have chosen JNJULE and Associates to do the project. Members of the Municipal Affordable Housing Trust are here to ask the Town Council's support as we move forward to get this much needed elderly housing built. ► Mr. John Jule, President of JNJULE and Associates and the developer proposed for this project, and Mr. Lucio Trabucco, architect of Nunes Trabucco Architects, provided an overview of the project. Mr. Jule stated that it will be a three-story building at 100 percent affordable for seniors. Forty-five of the units will be one bedroom and 15 units will be two bedrooms. The income limits will be at 60 percent of the Boston median for all the residents. It will be a long-term investment in Franklin. ► Mr. Trabucco stated that it will be a development of 60 units on 6.5 acres of town-owned land. He reviewed the location providing a satellite view. He reviewed the ground-floor, second-floor, and third-floor plans. He stated that the one-bedroom units are about 700 sq. ft. with an open plan. The two-bedroom units are about 900 sq. ft. He showed the exterior front, side, and back renditions. He noted that they are similar to those used at Eaton Place. He reviewed the proposed landscaping. ► Mr. Jule stated that they anticipate it will take up to three years to get the financing. They will be working closely with the state and others. They will probably start construction in 2021-2022 with completion expected in 2024. They requested a letter of support from the Town Council for their applications. They are going before the Zoning Board next month. He stated that they hope to make Franklin Ridge Senior Housing a reality. ► Town Council members confirmed the need for senior housing in Franklin. ► Mr. Jones suggested the architects speak to residents of Eaton Place about ideas for improvements and he suggested they do something about the freeing water pipes in the existing building. ► Mr. Jule stated that they have a meeting set for next week, he thinks on the 17th at 10:00 AM, with Eaton Place residents to get their comments, as well as with abutters and neighbors. He will confirm the date. ► Mr. Nutting discussed how the funding will work including loans and grants. ► Mr. Jule said they work with state housing tax credits in combination with other state funds and with the Affordable Housing Trust to secure funding. He envisions this will be an approximately \$21 million project. ► Ms. Hamblen asked if there would be open space left around the 18 acres. ► Mr. Jule stated this project will only take up about 6.5 acres. ► Mr. Kelly asked if their will be a HUD component. ► Mr. Jule stated that most of the funding since the early 2000s has switched from HUD to the state level, but HUD will have a limited role. ► Chairman Mercer thanked them for their presentation.

LEGISLATION FOR ACTION:

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

- a. Resolution 19-31: Franklin Ridge Senior Housing Development (Motion to Approve Resolution 19-31-Majority Vote (5)).* ► Mr. Jones read the resolution. ► **MOTION to Approve** Resolution 19-31: Franklin Ridge Senior Housing Development by **Padula. SECOND** by **Kelly. No Discussion.**
 ► **VOTE: Yes-9, No-0, Absent-0.**

PRESENTATIONS/DISCUSSIONS (continued): ► *Senate President Karen Spilka, Senator Rebecca Rausch, State Representative Jeffrey Roy.* ► Senate President Karen Spilka thanked Mr. Nutting for all that he has done for Franklin and the entire Commonwealth; it has been a pleasure. She reviewed some of the work the Senate has been doing. They have been busy. The Senate has gone through growth and change.

They work well together in the State House. She stated that they came out with the Senate version of the budget yesterday; the House did their version last month. They have been working on policy, education reform, transportation issues, health care reform, housing, opioid addiction, and mental illness. With Chapter 70, she is proud to say the Senate has made it its top priority. She discussed the amounts that Franklin would receive. The Charter reimbursement was done a little differently than the House; the Senate actually has less money than the House. But it is calculated differently which would help Franklin. Franklin would end up getting an increase over the House of almost \$800,000. They also fully funded the Special Education Circuit Breaker which helps all communities. There would be an increase of about \$200,000 with that, as well. She discussed substance abuse and mental health awareness programs. ► Senator Rebecca Rausch stated that they are all working on their various amendments as the budget was released yesterday. She reviewed the other roles she has in the Senate, as well. She reviewed her background and past achievements. She noted that she has seen an increase in political engagement in the population. Right now, she is focused on the budget. ► State Representative Jeffrey Roy stated that it was great to be back. It has been great working with his colleagues. He noted that for Chapter 70, Franklin will be getting at least \$30 more per student. They continue to see incremental increases in Chapter 70 where enrollment is going down. Per pupil expenditure in 2008 was \$9,146. Because of the increase in Chapter 70 and decrease in enrollment, in 2017 it was \$13,026 per pupil. He expects it will continue to go up. He knows the schools are facing much greater burdens. He stated that he fights hard each and every day to make sure the money is getting there. The Charter School reimbursement piece is a moving target. The number of students is constantly changing. He is going to advocate for whatever puts more dollars in the pockets of Franklin. He knows Franklin is facing a budget deficit. He is happy to report that the House voted on the Chapter 90 money which is for road construction in Franklin. Franklin will see \$910,094 for roads. They have been successful in past years for getting earmarks for the community. He is working to make sure additional local items appear. When the budget is done in June, he will report back what extra pieces they were able to put in the budget. He reviewed the committees he has been appointed to in the House and the legislation he is looking to address. He stated it is an honor to work with the Town Council members. He thanked everyone for the opportunity to come to tonight's meeting. ► Chairman Mercer opened the meeting up to questions other than education questions. ► Town Council members thanked the presenters for all the work that they do. They asked questions, discussed, and requested funding about items including the interceptor, the Trunkline Trail bridge, opioid issues, and mental health issues. ► Mr. Hellen mentioned the progress in the Trunkline Trail and permitting process. ► Mr. Nutting stated that we are going to be the benefactor of a \$13 million state revolving fund grant for the water treatment plant which saves hundreds of thousands of dollars. He thanked them for their efforts on that behalf. Maybe they could in the future do the same kind of thing for the sewer. ► Chairman Mercer mentioned the local option taxes whether it be gas or meals. ► Mr. Hellen stated that the Town makes \$.5 million in meals tax. The Town will be facing an override in the future. If the meals tax were doubled, the Town could make another \$.5 million which would offset some of the needed funds. These little things could make a huge difference. He stated that it is $\frac{3}{4}$ of 1 cent currently, not many people would notice if it were doubled. He talked about the hotel tax which goes to the roads. ► Chairman Mercer opened the meeting up to education questions. ► Ms. Anne Bergen, Chair of Franklin School Committee, thanked the legislators for coming. She discussed mental health issues and stated that what people need to realize is that the schools are on the forefront of all of that. They are the main social service agency for mental health issues in the community. She stated that we cannot fund counselors for that. We cannot get enough counselors to support emotional needs to do early intervention. She asked that given that so much of the needs are beginning in the schools, is there specific money targeted for the schools for this mental health crisis. Mental health issues are skyrocketing in the schools. She stated that they have been living with a level-service budget for several years. Special education tuition rates for out-of-district placement are rising; they are free to raise these tuitions 7 or 8 percent. Is there a way to control or put a limit on these skyrocketing tuition costs? ► Sen. Spilka stated that mental health issues in the schools are growing. They have tried to increase funding to address mental health issues. She noted that the schools do not raise their rates every year. But she will look into it. ► Ms. Denise Schultz, Vice Chair Franklin School Committee, asked about issues including addressing short, medium, and long-term out-of-district transportation reimbursement and when will the reimbursement be fully funded. There have been budget cuts to the school budget. She stated that she is frustrated that the Town is not looking at an override now. ► Sen. Spilka stated that she thinks there are bills

looking at that. Right now, the focus has been on the Chapter 70 funding formula. There are a lot of needs and demands and the money only goes so far. She stated that education drives the economy. ► Rep. Roy reviewed that the state is trying to get additional revenue. He believes in the importance of education and what it can do for the economy. ► Mr. Hellen stated that this Friday, Anita Walker will be out at the Historical Museum, as well as Sen. Spilka, Sen. Rausch, and Rep. Roy for a dedication ceremony for the Cultural District. The public is greatly welcomed. It is a huge achievement and a great event. ► Chairman Mercer thanked the legislators for coming tonight and stated that they all do great work for the Town.

Chairman Mercer call a five-minute recess.

SUBCOMMITTEE REPORTS:

- a. *Capital Budget.* ► Nothing to report.
- b. *Budget.* ► Nothing to report.
- c. *Economic Development.* ► Mr. Kelly stated that a meeting is scheduled for June 12, 2019 at 6:00 PM; Joint Budget Subcommittee is on June 19, 2019.

LEGISLATION FOR ACTION (continued):

- b. *Bylaw Amendment 19-838: Amendment to the Franklin Town Code at Ch. 153 Stormwater Management - 2nd Reading (Motion to Adopt Bylaw Amendment 19-838 - Majority Vote (5)).* ► **MOTION to Waive** the reading by **Padula. SECOND** by **Kelly. No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.** ► **MOTION to Adopt** Bylaw Amendment 19-838: Amendment to the Franklin Town Code at Ch. 153 Stormwater Management by **Kelly. SECOND** by **Padula. Discussion:** ► Mr. Nutting stated that this will bring the Town in compliance with an NPDES Storm Water Discharge Permit regarding illicit discharges into the storm water system. ► **ROLL CALL VOTE:** Casey-YES; Dellorco-YES; Hamblen-YES; Jones-YES; Kelly-YES; Earls-YES; Mercer-YES; Padula-YES; Pellegrini-YES. ► **VOTE: Yes-9, No-0, Absent-0.**
- c. *Bylaw Amendment 19-841: Municipal Service Fees - Ten Day Recycling Sticker - 2nd Reading (Motion to Adopt Bylaw Amendment 19-841-Majority Vote (5)).* ► Mr. Jones read the bylaw amendment. ► **MOTION to Adopt** Bylaw Amendment 19-841: Municipal Service Fees - Ten Day Recycling Sticker by **Kelly. SECOND** by **Dellorco. Discussion:** ► Mr. Nutting stated that this increases the fee. ► Ms. Pellegrini asked if this was for consecutive days. ► **MOTION to Amend** Bylaw Amendment 19-841: Municipal Service Fees - Ten Day Recycling Sticker to add that it is 10 consecutive days by **Pellegrini. SECOND** by **Kelly. No Discussion:** ► **VOTE (for the amendment): Yes-9, No-0, Absent-0.** ► **ROLL CALL VOTE (to adopt the bylaw amendment, as amended):** Casey-YES; Dellorco-YES; Hamblen-YES; Jones-YES; Kelly-YES; Earls-YES; Mercer-YES; Padula-YES; Pellegrini-YES. ► **VOTE: Yes-9, No-0, Absent-0.**

TOWN ADMINISTRATOR'S REPORT: ► Mr. Nutting stated that he wanted to follow up with the Citizens Comments. He stated that he met with Ms. Kathy Mehler today. She expressed her concerns. He talked to the DPW Director. He stated that over the past 15 years, they have had a very successful water replacement program to fund the replacement of water lines and then the reconstruction of roadways, drainage, etc. within neighborhoods. This past year the DPW dug up and replaced the water lines on Skyline and other neighborhood roads. Now, they are about to work on the roads. The DPW had a meeting with the residents. The standard policy in subdivisions is that whenever possible they narrow the roads that were built in 1950s and 1960s. Subdivision roads are generally 26 ft. wide. Skyline is currently about 30 ft. wide. Narrowing the road is a cost savings, less expensive long-term maintenance, helps with water recharge, and slows people down. We have also been going from two sidewalks to one sidewalk, and in some cases on short dead-end streets, eliminating both sidewalks. He stated that when Ms. Mehler expressed her concerns, he told her he would review the entire project and get back to her by Friday. He does not think the roads will get changed. He will check into the drainage issues. The question is do we have to tweak the sidewalk plan. ► Chairman Mercer stated that his concern was that the residents were not notified. ► Ms. Pellegrini asked

what the subdivision rules and regulations regarding street width are. ► Mr. Nutting stated that narrower streets are in the subdivision bylaws. This is up to the Planning Board. ► Mr. Hellen stated that Franklin is being designated tomorrow as a Housing Choice Community. He will be at an awards ceremony with the governor tomorrow. This means for Franklin that we are much more competitive and get a bump up on capital state projects and state grants. He noted that last year the Town got to their 10 percent for affordable housing. He credited Laurie Ruzala, Water and Sewer Superintendent, in bringing the Housing Choice Community to his attention. One of the grants in this is that the Town gets .5 percent off on their SRS loans for the water treatment plant. This will save a great amount of money. There are a lot of state grants available under this, and hopefully, we will be able to apply for more in the future. He mentioned that sometime tonight the Regional Dispatch Center will be going live. The other towns went live this week. Later this week he will be sending everyone the official budget message and fiscal forecast. The budget hearings are on May 22 and May 23. If anyone wants to call to talk or set up a meeting, please do so.

FUTURE AGENDA ITEMS: ► Ms. Hamblen asked if the Cultural Council could come in and give an update on ArtWeek. ► Mr. Hellen stated the feedback that was received from the vendors was very positive. He would see if he could get the Cultural Council to come in.

COUNCIL COMMENTS: ► Mr. Earls stated that he has heard concerns from residents about the mail drop-off line regarding a large boulder in the area. ► Mr. Nutting stated that the DPW moved it about three feet from the entrance last week. ► Ms. Pellegrini gave condolences for the passing of Joanne Yadisernia. She gave a birthday wish to Franklin's oldest citizen whose birthday is March 4; she was 109 years old. ► Mr. Padula thanked the legislators who came to tonight's meeting; they work hard for us and do a great job. ► Ms. Hamblen stated that on Saturday at 10:00 AM at the Jefferson Remington School there is a fun run/walk for the Franklin/Bellingham Rail Trail. This is a fundraiser; everyone should go. ► Mr. Casey thanked the legislators who came tonight. He thanked the School Committee members for their hard work. ► Mr. Dellorco thanked the legislators who came out tonight; they work very hard. He gave an update on King Street. He stated that he finally saw someone play pickle ball. Things are looking good up there. ► Mr. Jones thanked the legislators who came out tonight. Hopefully, we can do something about the deficits that we have pending. ► Mr. Kelly stated that the Veterans' Officer Dale Kurtz asked him to spread the word that the Memorial Day Breakfast is on Friday, May 24, 2019 at 9:00 AM at the Franklin Senior Center. The Town Council is expected to be there. The Memorial Day Parade is on Monday, May 27, 2019, at 10:30 AM for the typical route; there will be a 12:00 PM ceremony on the Town Common. This is the first year with the Veterans' walkway. ► Chairman Mercer reminded everyone of the dedication of the Cultural District on Friday at the Historical Museum at 3:30 PM followed by a reception at The Black Box at 4:30 PM. ► Mr. Nutting noted that most people received a yellow bag in their mail. It is a collection by the Food Pantry through the Post Office. Fill up the bag and put it out on Saturday for the collection. It will help our citizens here with the struggles that they face.

EXECUTIVE SESSION: *None.*

ADJOURN: ► **MOTION to Adjourn by Kelly. SECOND by Dellorco. No Discussion. ► VOTE: Yes-9, No-0, Absent-0. Meeting adjourned at 8:56 PM.**

Respectfully submitted,

Judith Lizardi
Recording Secretary



License Transactions:

Applicant: Shaw's Supermarket's Inc.

The applicant is seeking an Alteration of Premises to an existing annual beer and wine retail license at 255 East Central Street.

All Departments have signed off on this application.

MOTION to approve the request by Shaw's Supermarket's Inc. for an Alteration of Premises.

DATED: _____, 2019

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

RECUSED _____

A True Record Attest:

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

NOTICE OF PUBLIC HEARING

FRANKLIN, MA

Amendment to Annual Beer & Wine Beverages Retail License

The Franklin Town Council will hold a Public Hearing on an application by Shaw's Supermarkets, Inc. for an amendment to their annual beer and wine retail license at 255 East Central Street, Franklin, MA. The hearing will be held on Wednesday, June 5, 2019 at 7:10 PM in the Council Chambers on the second floor of the Municipal Building, 355 East Central Street, Franklin, MA. Information on this application may be obtained in the Town Administrator's Office.

Please contact the Town Administrator's Office at the Municipal Building (508) 520-4949 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. Please contact us one week prior to the meeting.

Submitted by,
Chrissy Whelton
Licensing Administrator

Town of Franklin

355 East Central Street
Franklin, MA 02038



RETAIL PACKAGE APPLICATION (Select all that apply)

NEW/ANNUAL FEE: \$2,500 ALL ALCOHOL, \$1,500 WINE & MALT,
 \$500 LICENSE MODIFICATION (Changes to Alcohol Licenses)

Date: March 2019

Business Owner: Shaw's Supermarkets Inc.
First Middle Initial Last

Address: 10 Sanderson Street, Medway, MA 02053 Telephone #: 508-520-6880
Town/City zip

Email Address: _____

Name of Business: Shaw's Supermarket

Business Location: 255 East Central Street, Franklin, MA 02038 Telephone #: 508-520-6880

Corporation Name: (If applicable) Shaw's Supermarket's Inc.

Address: 10 Sanderson Street, Medway, MA 02053 FID # 04-1123420
Town/City zip

Manager Name: John F Miller
First Middle Initial Last

Address: 10 Sanderson Street, Medway, MA 02053

Date of Birth: _____ Social Security Number: _____

Description of premises:

Two main entrances with emergency exit as per code located in the left center of the sales area. Wine is located in the first aisle of the store, after the deli. Beer is located in the center aisle (-10). The beer section was originally set at 36 ft. and the proposed area will be 60 ft. The wine was originally set at 228 ft. and is proposed to be 240 ft.

Sq. Footage Sales Floor: 41,597 ft. Outdoor: 57,862 ft.

Hours of Operation: Sunday: 7am-10pm, Monday through Friday: 7am-11pm

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

Applicant signature: _____
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.

**MCDERMOTT
QUILTY &
MILLER LLP**

28 STATE STREET, SUITE 802
BOSTON, MA 02109

April 18, 2019

VIA HAND DELIVERY

Town Administrator's Office
Municipal Building, 3rd Floor
355 East Central Street
Franklin, MA 02038

**Re: Alteration of Premises and Change of Officers/Directors
Shaw's Supermarkets Inc. d/b/a Shaw's Supermarkets Inc.
ABCC# 00033-PK-0430
255 East Central Street, Franklin, MA 02038**

Dear Chairman Mercer:

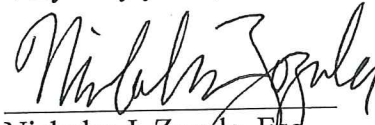
Enclosed please find the following documents in connection with Shaw's Supermarkets Inc.'s application for an Alteration of Premises of the above-referenced Off Premise Retail License, exercised at 255 East Central Street, Franklin, MA:

1. Monetary Transmittal Form;
2. ABCC Amendment Application with Applicant's Statement;
3. Corporate Vote;
4. ABCC CORI Forms;
5. Massachusetts Secretary of State Articles of Organization;
6. Department of Revenue Certificate of Good Standing;
7. Department of Unemployment Certificate of Compliance and Letter;
8. Town of Franklin License Modification Application;
9. Certificate of Compliance with State Laws;
10. Manager of Record Resume;
11. Workers Compensation Insurance Affidavit;
12. Business Certificate;
13. Supporting Financial Documents;
14. Floor Plan;
15. Lease Agreement; and
16. ABCC Filing Fee Confirmation.

Enclosed please find a check made payable to the Town of Franklin, in the amount of \$500.

Kindly assign this matter for hearing at the next available meeting date. Thank you for your attention to and courtesy in this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,



Nicholas J. Zozula, Esq.

NJZ/ac
Enclosures



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

AMENDMENT-Change or Alteration of Premises Information

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

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.mass.gov/epay-for-online-payments-abcc>

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

EPAY CONFIRMATION NUMBER

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

ENTITY/ LICENSEE NAME Shaw's Supermarket Inc. #3581

ADDRESS 255 East Central Street

CITY/TOWN Franklin

STATE Massachusetts

ZIP CODE 02053

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input 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 checked="" 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
 239 CAUSEWAY STREET
 BOSTON, MA 02241-3396



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

APPLICATION FOR MULTIPLE AMENDMENTS

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Shaw's Supermarkets, Inc.	Franklin	00033-PK-0430

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.

This is an application for an alteration of premises and a change of officers and directors.

APPLICATION CONTACT
 The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Nicholas Zozula	Attorney	nzozula@mqmlp.com	617-946-4600

2. AMENDMENT-Change of License Classification

<input type="checkbox"/> Change of License Category All Alcohol, Wine and Malt, Wine Malt and Cordials	Last-Approved License Category	
	Requested New License Category	
<input type="checkbox"/> Change of License Class Seasonal or Annual	Last-Approved License Class	
	Requested New License Class	
<input type="checkbox"/> Change of License Type* i.e. Restaurant to Club *Certain License Types CANNOT change once issued*	Last-Approved License Type	
	Requested New License Type	

3. AMENDMENT-Change of Business Entity Information

<input type="checkbox"/> Change of Corporate Name	Last-Approved Corporate Name:	
	Requested New Corporate Name:	
<input type="checkbox"/> Change of DBA	Last-Approved DBA:	
	Requested New DBA:	
<input type="checkbox"/> Change of Corporate Structure LLC, Corporation, Sole Proprietor, etc	Last-Approved Corporate Structure	
	Requested New Corporate Structure	

4. AMENDMENT-Pledge Information

<input type="checkbox"/> Pledge of License	To whom is the pledge being made:	
<input type="checkbox"/> Pledge of Inventory		
<input type="checkbox"/> Pledge of Stock		

5. AMENDMENT-Change of Manager

Change of License Manager

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 Last-Approved License Manager

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

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

6. AMENDMENT-Change of Officers, Stock or Ownership Interest

Change of Officers/Directors **Change of Ownership Interest (LLC Managers/LLP Partners, Trustees)** **Change of Stock (E.g. New Stockholder/ Transfer or Issuance of Stock)**

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
Michelle Larson	1 Crown Drive 419 Quincy, MA		(
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
President, Director	0%	<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
Gary R. Morton	2000 Canal Street, Boise Idaho 83705		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
VP, Assistant Secretary & Treasurer, Director	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Robert A. Gordon Jr.	24 Robert Road, Contra Costa, Orinda, CA 94563		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
EVP and Secretary	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Laura A. Donald	6567 E Playwright Drive, Boise, ID 83716		(
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Group VP and Assistant Secretary	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Cynthia Garnett	1235 Briggs Street, Dighton, MA 02715		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Director	0%	<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
Robert G. Miller	360 E. Desert Inn Road, Unit 801, Las Vegas, NV 89101		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Chairman, Albertsons Companies, Inc.	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input checked="" 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.

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

Yes No

AMENDMENT-Change of Officers, Stock or Ownership Interest

6B. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal Paul D. Gossett	Title/Position President/Director	Percentage of Ownership 0
Name of Principal Gary R. Morton	Title/Position Treasurer, Director	Percentage of Ownership 0
Name of Principal Robert Gordon	Title/Position Secretary, EVP	Percentage of Ownership 0
Name of Principal Laura Donald	Title/Position Group VP, Assistant Secretary	Percentage of Ownership 0
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

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 Exhibit A			

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
10/27/2006	01708-PK-0116	Boston	Sale to Minor- 1 Day suspension

7. AMENDMENT-Change of Premises Information

Alteration of Premises: (must fill out attached financial information form)

7A. ALTERATION OF PREMISES

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

Two main entrances with emergency exit as per code located in left center of the sales area. Wine is located in the first aisle of the store, after the deli. Beer is located aisle 14. The beer section was originally set at 36 ft and the proposed area will be 68 ft. The wine was originally set at 200 ft. and is proposed to be 148 ft.

PROPOSED DESCRIPTION OF PREMISES

Please provide a complete description of the proposed premises, 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 Sq. Footage	<input type="text"/>	Seating Capacity	<input type="text"/>	Occupancy Number	<input type="text"/>
Number of Entrances	<input type="text"/>	Number of Exits	<input type="text"/>	Number of Floors	<input type="text"/>

Change of Location: (must fill out attached financial information form)

7B. CHANGE OF LOCATION

Last-Approved Street Address

Proposed Street Address

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 Sq. Footage	<input type="text"/>	Seating Capacity	<input type="text"/>	Occupancy Number	<input type="text"/>
Number of Entrances	<input type="text"/>	Number of Exits	<input type="text"/>	Number of Floors	<input type="text"/>

OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date Section 2.6 of lease

Rent per Year

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

Yes No

8. FINANCIAL DISCLOSURE

Required for the following transactions:

- Change of Officers, Stock or Ownership Interest (E.g. New Stockholder/Transfer or Issuance of Stock)
- Change of Premises Information
- Pledge of License, Inventory or Stock

Purchase Price(s):

--

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
Total:	

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.
Bank of America Merrill Lynch	\$3,000,000.00	Asset Based Revolving Credit and Commitment	<input type="radio"/> Yes <input checked="" 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.

Included is a letter from the corporations bank stating that the corporation has the funds to cover this project.

ADDENDUM A

6. Change of Officers, Stock or Ownership Interest (Continued...)

List all proposed 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)			
Albertson's Companies				
Name of Principal	Residential Address	SSN	DOB	
Dean Adler	1320 Huntsman Lane, Gladwyne, PA 19035			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Director	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
Sharon Allen	10040 E Happy Valley Road, No 276, Scottsdale, AZ 85255			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Director	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
Steven Davis	7153 Lambton Park Road, New Albany, OH 43054			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Director	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
Kim Fennebresque	31 East 79th Street, New York, NY 10075			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Director	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
Allen Gibson	8 Mountain Terrace, Columbia, New Jersey 07832			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Director	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
Hersch Klaff	150 Ravine Glade, Glencoe, IL			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Director	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
Leonard Laufer	998 Fifth Avenue Apt. 5/6E New York, NY			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Director	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" 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

6. Change of Officers, Stock, or Ownership Continued

I. Jay Schottenstein

- a. Address → Grand Bay Towers #2, 430 Grand Bay Drive, Key Biscayne, FL 33149
- b. §
- c.
- d. Title and or Position → Director, Albertson's Companies
- e. Percentage of Ownership → 0%
- f. Director/LLC Manager → Director
- g. US Citizen? → yes
- h. MA Resident? → no

II. Alan Schumacher

- a. Address → 2481 Tall Oaks Drive, Elgin, IL
- b.
- c.
- d. Title and or Position → Director, Albertson's Companies
- e. Percentage of Ownership → 0%
- f. Director/LLC Manager → Director
- g. US Citizen? → Yes
- h. MA Resident? → no

III. Lenard Tessler

- a. Address → 1107 Broadway, 2E, New York, New York 10010
- b.
- c.
- d. Title and or Position → Director, Albertson's Companies
- e. Percentage of Ownership → 0%
- f. Director/LLC Manager → Director
- g. US Citizen? → Yes
- h. MA Resident? → No

IV. Kevin Turner

- a. Address → 3432 Hunts Point Road, Hunts Point, Washington 98004
- b. §
- c. I
- d. Title and or Position → Director, Albertson's Companies
- e. Percentage of Ownership → 0%
- f. Director/LLC Manager → Director
- g. US Citizen? → Yes
- h. MA Resident? → No

V. Scott Wille

- a. Address → 150 Charles Street, Apt 705, New York, NY 10014
- b. SSN →
- c. DOB →
- d. Title and or Position → Director, Albertson's Companies

- e. Percentage of Ownership → 0%
- f. Director/LLC Manager → Director
- g. US Citizen? → Yes
- h. MA Resident? → No

VI. James L. Donald

- a. Address → 414 34th Avenue South, Seattle, WA 98144
- b. SSN →
- c. DOB →
- d. Title and or Position → President & CEO, Albertson's Companies
- e. Percentage of Ownership → 0%
- f. Director/LLC Manager → No
- g. US Citizen? → Yes
- h. MA Resident? → No

VII. Shane Sampson

- a. Address → 879 Main Street, Norwell, MA 02161
- b. SSN →
- c. DOB →
- d. Title and or Position → Executive VP & Chief Marketing & Merchandising Officer, Albertson's Companies
- e. Percentage of Ownership → 0%
- f. Director/LLC Manager → No
- g. US Citizen? → Yes
- h. MA Resident? → Yes

VIII. Robert B. Dimond

- a. Address → 1740 S. Lake Crest Way, Eagle, ID 83616
- b. SSN →
- c. DOB →
- d. Title and or Position → Executive VP & General Financial Officer, Albertson's Companies
- e. Percentage of Ownership → 0%
- f. Director/LLC Manager → No
- g. US Citizen? → Yes
- h. MA Resident? → No

IX. Susan Morris

- a. Address → 215 N Bene Posto Place, Boise, ID 83712
- b. SSN →
- c. DOB →
- d. Title and or Position → Executive VP & Chief Operations Officer, Albertson's Companies
- e. Percentage of Ownership → 0%
- f. Director/LLC Manager → No
- g. US Citizen? → Yes
- h. MA Resident? → No

Exhibit A
Interest in Other Alcoholic Beverages Licenses

Star Market	§15 Off Premises	00235-PK-0166	699 Mount Auburn St. Cambridge, MA
Star Market	§15 Off Premises	00880-PK-0022	535 Trapelo Road, Belmont, Ma 02478
Shaw's Supermarket	§15 off Premises	01708-PK-0116	53 Huntington Ave, Boston, MA
Shaw's Supermarket	§15 Off Premises	00033-PK-0430	255 East Central St Franklin, MA
Shaw's Supermarket	§15 Off Premises		15 State Road Dartmouth, MA
Shaw's Supermarket	§15 Off Premises		300 New State Hwy Raynham, MA
Shaw's Supermarket	§15 Off Premises	02043-PK-0116	33 Kilmarnock Street Boston, MA 02114

APPLICANT'S STATEMENT

I, Michelle Larson the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of Shaw's Supermarkets, 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: 

Date: 3/18/14

Title: President

CORPORATE VOTE

The Board of Directors or LLC Managers of Entity Name

duly voted to apply to the Licensing Authority of and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|---|---|---|---|
| <input 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 checked="" 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 checked="" 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 |


"VOTED: To authorize Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,



Corporate Officer /LLC Manager Signature
Michelle Larson

(Print Name)

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature

(Print Name)



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

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	00033-PK-0430	LICENSEE NAME:	Shaw's Supermarkets, Inc.	CITY/TOWN:	Franklin
---	---------------	----------------	---------------------------	------------	----------

APPLICANT INFORMATION

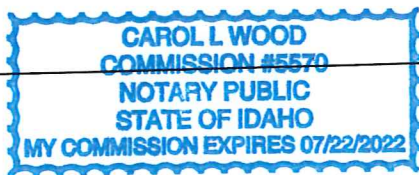
LAST NAME:	Sampson	FIRST NAME:	Patrick	MIDDLE NAME:	Shane
MAIDEN NAME OR ALIAS (IF APPLICABLE):	N/A	PLACE OF BIRTH:	Chickasha, Oklahoma		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	N/A
MOTHER'S MAIDEN NAME:	Hodges	DRIVER'S LICENSE #:	ZH473946H	STATE LIC. ISSUED:	Idaho
GENDER:	MALE	HEIGHT:	5 11	WEIGHT:	220
EYE COLOR:	Blue				
CURRENT ADDRESS:	2664 E Windsong Dr				
CITY/TOWN:	Boise	STATE:	Idaho	ZIP:	83712
FORMER ADDRESS:	879 Main Street				
CITY/TOWN:	Norwell	STATE:	MA	ZIP:	02161

PRINT AND SIGN

PRINTED NAME:	Patrick Shane Sampson	APPLICANT/EMPLOYEE SIGNATURE:	<i>Patrick Shane Sampson</i>
---------------	-----------------------	-------------------------------	------------------------------

NOTARY INFORMATION

On this April 12th, 2019 before me, the undersigned notary public, personally appeared Patrick Shane Sampson
(name of document signer), proved to me through satisfactory evidence of identification, which were known
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.



Carol L. Wood
NOTARY

DIVISION USE ONLY

REQUESTED BY:	 <small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>
---------------	--

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



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

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: 00033-PK-0430 (IF EXISTING LICENSEE) LICENSEE NAME: Shaw's Supermarkets, Inc. CITY/TOWN: Franklin

APPLICANT INFORMATION

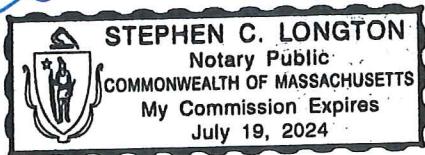
LAST NAME: Larson FIRST NAME: Michelle MIDDLE NAME: N/A
 MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A PLACE OF BIRTH: Madrid, Spain
 DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE): N/A
 MOTHER'S MAIDEN NAME: Yun DRIVER'S LICENSE #: DO5528732 STATE LIC. ISSUED: Arizona
 GENDER: FEMALE HEIGHT: 5 6 WEIGHT: 155 EYE COLOR: Brown
 CURRENT ADDRESS: 1 Crown Drive 419
 CITY/TOWN: Quincy STATE: MA ZIP: 02169
 FORMER ADDRESS: 9324 West Sands Drive
 CITY/TOWN: Peoria STATE: AZ ZIP: 85383

PRINT AND SIGN

PRINTED NAME: Michelle Larson APPLICANT/EMPLOYEE SIGNATURE: *[Signature]*

NOTARY INFORMATION

On this 3-18-19 before me, the undersigned notary public, personally appeared Michelle Larson
 (name of document signer), proved to me through satisfactory evidence of identification, which were A2 ID
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.
 [Signature] NOTARY



DIVISION USE ONLY

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

The DCI Identify 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) 660-4614.



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

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: 00033-PK-0430 (IF EXISTING LICENSEE) LICENSEE NAME: Shaw's Supermarkets, Inc. CITY/TOWN: Franklin

APPLICANT INFORMATION

LAST NAME: Wille FIRST NAME: Scott MIDDLE NAME: Richard
 MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A PLACE OF BIRTH: Brookfield, WI
 DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE): N/A
 MOTHER'S MAIDEN NAME: Prondzinski DRIVER'S LICENSE #: W400-7968-1012-02 STATE LIC. ISSUED: Wisconsin
 GENDER: MALE HEIGHT: 6 3 WEIGHT: 220 EYE COLOR: Blue
 CURRENT ADDRESS: 150 Charles Street, Apt 7DS
 CITY/TOWN: New York STATE: NY ZIP: 10014
 FORMER ADDRESS: 55 Thompson Street, Apt 3E
 CITY/TOWN: New York STATE: NY ZIP: 10012

PRINT AND SIGN

PRINTED NAME: Scott Richard Wille APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this March 11, 2019 before me, the undersigned notary public, personally appeared Scott Richard Wille
 (name of document signer), proved to me through satisfactory evidence of identification, which were U.S. Passport
 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

TASSICA A. HALSTEAD
Notary Public - State of New York
No. 01HA6373325
Qualified in Bronx County
My Commission Expires April 9, 2022

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.



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

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>	00033-PK-0430	LICENSEE NAME:	Shaw's Supermarkets, Inc.	CITY/TOWN:	Franklin
---	---------------	----------------	---------------------------	------------	----------

APPLICANT INFORMATION

LAST NAME:	Turner	FIRST NAME:	Brian	MIDDLE NAME:	Kevin			
MAIDEN NAME OR ALIAS (IF APPLICABLE):	N/A	PLACE OF BIRTH:	Ada, Oklahoma					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	N/A			
MOTHER'S MAIDEN NAME:	Joanne Lee Turner	DRIVER'S LICENSE #:	TURNBK352JC	STATE LIC. ISSUED:	Washington			
GENDER:	MALE	HEIGHT:	5	11	WEIGHT:	200	EYE COLOR:	Brown
CURRENT ADDRESS:	3432 Hunts Point Road							
CITY/TOWN:	Hunts Point	STATE:	Washington	ZIP:	98004			
FORMER ADDRESS:	N/A							
CITY/TOWN:	Bentonville	STATE:	Arkansas	ZIP:	72712			

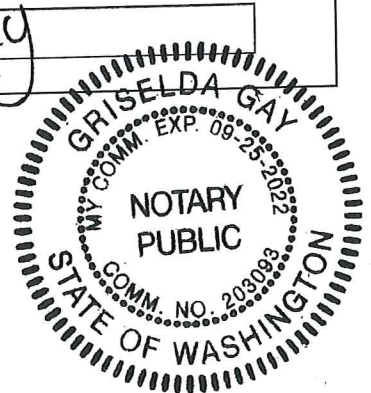
PRINT AND SIGN

PRINTED NAME:	Brian Turner	APPLICANT/EMPLOYEE SIGNATURE:	<i>Brian K. Turner</i>
---------------	--------------	-------------------------------	------------------------

NOTARY INFORMATION

On this 8th day of March, 2014 before me, the undersigned notary public, personally appeared Brian K. Turner
(name of document signer), proved to me through satisfactory evidence of identification, which were WA Driver's 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.

G. Gay
NOTARY



DIVISION USE ONLY

REQUESTED BY:	 <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 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) 660-4614.



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

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: 00033-PK-0430 LICENSEE NAME: Shaw's Supermarkets, Inc. CITY/TOWN: Franklin
(IF EXISTING LICENSEE)

APPLICANT INFORMATION

LAST NAME: Tessler FIRST NAME: Lenard MIDDLE NAME: Billy
MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A PLACE OF BIRTH: Far Rockaway, NY
DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE): N/A
MOTHER'S MAIDEN NAME: Feinberg DRIVER'S LICENSE #: 315440188 STATE LIC. ISSUED: New York
GENDER: MALE HEIGHT: 5 10 WEIGHT: 150 EYE COLOR: Blue
CURRENT ADDRESS: 1107 Broadway, 2E
CITY/TOWN: New York STATE: NY ZIP: 10010
FORMER ADDRESS: 57 Irving Place, Fifth Floor
CITY/TOWN: New York STATE: NY ZIP: 10003

PRINT AND SIGN

PRINTED NAME: Lenard Billy Tessler APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this March 11, 2019 before me, the undersigned notary public, personally appeared Lenard Billy Tessler
(name of document signer), proved to me through satisfactory evidence of identification, which were D.S. Passport
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

TASSICA A. HALSTEAD
Notary Public - State of New York
No. 01HA6373325
Qualified in Bronx County
My Commission Expires April 9, 2022

DIVISION USE ONLY

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



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

STEVEN GROSSMAN
 TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
 CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: 00033-PK-0430 LICENSEE NAME: Shaw's Supermarkets, Inc. CITY/TOWN: Franklin
(IF EXISTING LICENSEE)

APPLICANT INFORMATION

LAST NAME: Schumacher FIRST NAME: Alan MIDDLE NAME: Harold
 MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A PLACE OF BIRTH: Elgin, IL
 DATE OF BIRTH: [] SSN: [] ID THEFT INDEX PIN (IF APPLICABLE): N/A
 MOTHER'S MAIDEN NAME: Zierk DRIVER'S LICENSE #: S52600846203 STATE LIC. ISSUED: Illinois
 GENDER: MALE HEIGHT: 5 10 WEIGHT: 175 EYE COLOR: Blue
 CURRENT ADDRESS: 2481 Tall Oaks Drive
 CITY/TOWN: Elgin STATE: IL ZIP: 60123
 FORMER ADDRESS: N/A
 CITY/TOWN: N/A STATE: N/A ZIP: N/A

PRINT AND SIGN

PRINTED NAME: Alan Harold Schumacher APPLICANT/EMPLOYEE SIGNATURE: []

NOTARY INFORMATION

On this 3/20/2019 before me, the undersigned notary public, personally appeared Alan Harold Schumacher
 (name of document signer), proved to me through satisfactory evidence of identification, which were driver's 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.

Caroline Cooper
 NOTARY



DIVISION USE ONLY

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



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

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: 00033-PK-0430 LICENSEE NAME: Shaw's Supermarkets, Inc. CITY/TOWN: Franklin
(IF EXISTING LICENSEE)

APPLICANT INFORMATION

LAST NAME: Schottenstein FIRST NAME: Jay MIDDLE NAME: L
MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A PLACE OF BIRTH: Ohio
DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE): N/A
MOTHER'S MAIDEN NAME: Hurwitz DRIVER'S LICENSE #: S352-432-54-211-0 STATE LIC. ISSUED: Florida
GENDER: MALE HEIGHT: 5 8 WEIGHT: 175 EYE COLOR: Blue
CURRENT ADDRESS: Grand Bay Towers #2, 430 Grand Bay Drive
CITY/TOWN: Key Biscayne STATE: FL ZIP: 33149
FORMER ADDRESS: 445 N. Parkview Avenue
CITY/TOWN: Columbus STATE: OH ZIP: 43209

PRINT AND SIGN

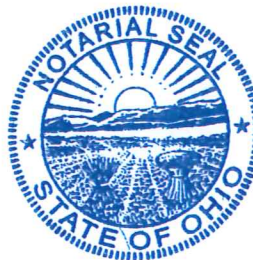
PRINTED NAME: Jay L. Schottenstein APPLICANT/EMPLOYEE SIGNATURE: *Jay L. Schottenstein*

NOTARY INFORMATION

On this March 12, 2019 before me, the undersigned notary public, personally appeared Jay L. Schottenstein
(name of document signer), proved to me through satisfactory evidence of identification, which were Known to me
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.
Pamula A. Lillie
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.



PAMULA A. LILLIE
Notary Public, State of Ohio
My Commission Expires 04-03-2022



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

KIM S. GAINSBORO, ESQ.
CHAIRMAN

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: 00033-PK-0430 (IF EXISTING LICENSEE) LICENSEE NAME: Shaw's Supermarkets, Inc. CITY/TOWN: Franklin

APPLICANT INFORMATION

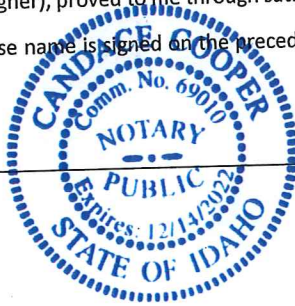
LAST NAME: Morton FIRST NAME: Gary MIDDLE NAME: Ray
 MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A PLACE OF BIRTH: Wenatcha, WA
 DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE):
 MOTHER'S MAIDEN NAME: Kaye DRIVER'S LICENSE #: IJ159463J STATE LIC. ISSUED: Idaho
 GENDER: MALE HEIGHT: 6 1 WEIGHT: 240 EYE COLOR: Brown
 CURRENT ADDRESS: 2000 Canal Street
 CITY/TOWN: Boise STATE: ID ZIP: 83705
 FORMER ADDRESS: 14310 W. Battenberg Drive
 CITY/TOWN: Boise STATE: ID ZIP: 83713

PRINT AND SIGN

PRINTED NAME: Gary R. Morton APPLICANT/EMPLOYEE SIGNATURE: *Gary R Morton*

NOTARY INFORMATION

On this 3/13/19 before me, the undersigned notary public, personally appeared Gary R. Morton
 (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.
 Candace Cooper
 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.



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

**KIM S. GAINSBORO, ESQ.
CHAIRMAN**

**STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL**

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	00033-PK-0430	LICENSEE NAME:	Shaw's Supermarkets, Inc.	CITY/TOWN:	Franklin
---	---------------	----------------	---------------------------	------------	----------

APPLICANT INFORMATION

LAST NAME:	Morris	FIRST NAME:	Susan	MIDDLE NAME:	Diane			
MAIDEN NAME OR ALIAS (IF APPLICABLE):	Fells	PLACE OF BIRTH:	Denver, CO					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	N/A			
MOTHER'S MAIDEN NAME:	Messner	DRIVER'S LICENSE #:	ZE322411C	STATE LIC. ISSUED:	Idaho			
GENDER:	FEMALE	HEIGHT:	5	8	WEIGHT:	155	EYE COLOR:	Brown
CURRENT ADDRESS:	215 N. Bene Posto Place							
CITY/TOWN:	Boise	STATE:	ID	ZIP:	83712			
FORMER ADDRESS:	343 E Sydmor Drive							
CITY/TOWN:	Boise	STATE:	ID	ZIP:	83706			

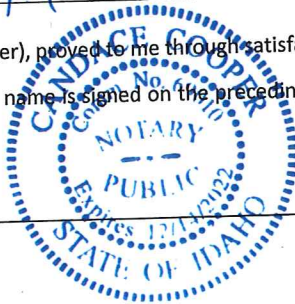
PRINT AND SIGN

PRINTED NAME:	Susan D. Morris	APPLICANT/EMPLOYEE SIGNATURE:	<i>Susan D. Morris</i>
---------------	-----------------	-------------------------------	------------------------

NOTARY INFORMATION

On this 3/15/19 before me, the undersigned notary public, personally appeared Susan D. Morris
 (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.

Candace Cooper
NOTARY



DIVISION USE ONLY

REQUESTED BY:	_____
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

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.



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

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: 00033-PK-0430
(IF EXISTING LICENSEE) LICENSEE NAME: Shaw's Supermarkets, Inc. CITY/TOWN: Franklin

APPLICANT INFORMATION

LAST NAME: Miller FIRST NAME: Robert MIDDLE NAME: Gerald
 MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A PLACE OF BIRTH: Louisville, MS
 DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE): N/A
 MOTHER'S MAIDEN NAME: Hill DRIVER'S LICENSE #: 2103571905 STATE LIC. ISSUED: Nevada
 GENDER: MALE HEIGHT: 5 11 WEIGHT: 230 EYE COLOR: Brown
 CURRENT ADDRESS: 360 E. Desert Inn Road, Unit 801
 CITY/TOWN: Las Vegas STATE: NV ZIP: 89109
 FORMER ADDRESS: 0305 SW Montgomery, #508
 CITY/TOWN: Portland STATE: OR ZIP: 97201

PRINT AND SIGN

PRINTED NAME: Robert Gerald Miller APPLICANT/EMPLOYEE SIGNATURE: *Robert G. Miller*

NOTARY INFORMATION

On this March 8, 2019 before me, the undersigned notary public, personally appeared Robert Gerald Miller
 (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.

Candace Cooper
NOTARY



DIVISION USE ONLY

REQUESTED BY: _____
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

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



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

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: 00033-PK-430
(IF EXISTING LICENSEE)

LICENSEE NAME: Shaw's Supermarkets, Inc.

CITY/TOWN: Franklin

APPLICANT INFORMATION

LAST NAME: Laufer FIRST NAME: Leonard MIDDLE NAME: Justin

MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A PLACE OF BIRTH: Hartford, CT

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

MOTHER'S MAIDEN NAME: Evelyn Alice Green DRIVER'S LICENSE #: 604834336 STATE LIC. ISSUED: New York

GENDER: MALE HEIGHT: 6 2 WEIGHT: 200 EYE COLOR: Brown

CURRENT ADDRESS: 998 Fifth Avenue Apt. 5/6E

CITY/TOWN: New York STATE: New York ZIP: 10028

FORMER ADDRESS: 2 Richbell Road

CITY/TOWN: Scarsdale STATE: New York ZIP: 10583

PRINT AND SIGN

PRINTED NAME: Leonard Justin Laufer

APPLICANT/EMPLOYEE SIGNATURE: *ML*

NOTARY INFORMATION

On this 11th day of March 2019 before me, the undersigned notary public, personally appeared Leonard J. Laufer

(name of document signer), proved to me through satisfactory evidence of identification, which were Passport

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.

Janice Maddalone
NOTARY

JANICE MADDALONE
Notary Public, State of New York
No. 01MA6078274 *195540*
Qualified in Queens County
Commission Expires July 29, 2022

DIVISION USE ONLY

REQUESTED BY: _____

SIGNATURE OF CORI-AUTHORIZED EMPLOYEE: _____

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



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

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: 00033-PK-0430 LICENSEE NAME: Shaw's Supermarkets, Inc. CITY/TOWN: Franklin
(IF EXISTING LICENSEE)

APPLICANT INFORMATION

LAST NAME: Gibson FIRST NAME: Allen MIDDLE NAME: McMichael
MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A PLACE OF BIRTH: Tallahassee, Florida
DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE): N/A
MOTHER'S MAIDEN NAME: Barbara Kathleen Allen DRIVER'S LICENSE #: G40510277407654 STATE LIC. ISSUED: New Jersey
GENDER: MALE HEIGHT: 5 9 WEIGHT: 145 EYE COLOR: Blue
CURRENT ADDRESS: 8 Mountain Terrace
CITY/TOWN: Columbia STATE: NJ ZIP: 07832
FORMER ADDRESS: 2628 Broadway #30A
CITY/TOWN: New York STATE: NY ZIP: 10025

PRINT AND SIGN

PRINTED NAME: Allen McMichael Gibson APPLICANT/EMPLOYEE SIGNATURE: *Allen McMichael Gibson*

NOTARY INFORMATION

On this 31st Day of March 2019 before me, the undersigned notary public, personally appeared Allen M. Gibson
(name of document signer), proved to me through satisfactory evidence of identification, which were Satisfactorily Proven
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.
Michelle Fisher
NOTARY

Michelle J Fisher
Notary Public, New Jersey
My Commission Expires 9/20/20

DIVISION USE ONLY

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



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

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)
 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: 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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Anne Marie Bryan, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Jan. 29, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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.



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

**STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL**

**KIM S. GAINSBORO, ESQ.
CHAIRMAN**

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	00033-PK-0430	LICENSEE NAME:	Shaw's Supermarkets, Inc.	CITY/TOWN:	Franklin
--	---------------	-----------------------	---------------------------	-------------------	----------

APPLICANT INFORMATION

LAST NAME:	Allen	FIRST NAME:	Sharon	MIDDLE NAME:	Lee
MAIDEN NAME OR ALIAS (IF APPLICABLE):	Irwin	PLACE OF BIRTH:	Twin Falls, Idaho		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	Horne	DRIVER'S LICENSE #:	N/A	STATE LIC. ISSUED:	ARIZONA (N/A)
GENDER:	FEMALE	HEIGHT:	5	WEIGHT:	130
			5	EYE COLOR:	Hazel
CURRENT ADDRESS:	10040 E Happy Valley Road, No 276				
CITY/TOWN:	Scottsdale	STATE:	AZ	ZIP:	85255
FORMER ADDRESS:	1621 Orlando Road				
CITY/TOWN:	Pasadena	STATE:	CA	ZIP:	91106

PRINT AND SIGN

PRINTED NAME:	Sharon Lee Allen	APPLICANT/EMPLOYEE SIGNATURE:	<i>Sharon L Allen</i>
----------------------	------------------	--------------------------------------	-----------------------

NOTARY INFORMATION

On this 3/14/19 before me, the undersigned notary public, personally appeared Sharon Lee Allen
(name of document signer), proved to me through satisfactory evidence of identification, which were Arizona DL
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.

Kimberly Potter
NOTARY

DIVISION USE ONLY

REQUESTED BY:	
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

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.



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

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	01708-PK-0116	LICENSEE NAME:	Shaw's Supermarkets, Inc.	CITY/TOWN:	Boston
---	---------------	----------------	---------------------------	------------	--------

APPLICANT INFORMATION

LAST NAME:	Davis	FIRST NAME:	Steven	MIDDLE NAME:	A.			
MAIDEN NAME OR ALIAS (IF APPLICABLE):	N/A	PLACE OF BIRTH:	Milwaukee, WI					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Holton	DRIVER'S LICENSE #:	TK039592	STATE LIC. ISSUED:	Ohio			
GENDER:	MALE	HEIGHT:	6	2	WEIGHT:	235	EYE COLOR:	Brown
CURRENT ADDRESS:	7153 Lambton Park Road							
CITY/TOWN:	New Albany	STATE:	OH	ZIP:	43054			
FORMER ADDRESS:	15201 Beckley Crossing Drive							
CITY/TOWN:	Louisville	STATE:	KY	ZIP:	40245			

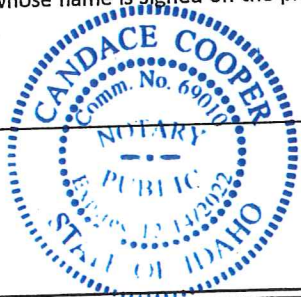
PRINT AND SIGN

PRINTED NAME:	Steven A. Davis	APPLICANT/EMPLOYEE SIGNATURE:	<i>Steven A. Davis</i>
---------------	-----------------	-------------------------------	------------------------

NOTARY INFORMATION

On this 3/20/2019 before me, the undersigned notary public, personally appeared Steven A. Davis
(name of document signer), proved to me through satisfactory evidence of identification, which were driver's 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.

Candace Cooper
NOTARY



DIVISION USE ONLY

REQUESTED BY:	
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

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



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

KIM S. GAINSBORO, ESQ.
CHAIRMAN

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: 00033-PK-0430 LICENSEE NAME: Shaw's Supermarkets, Inc. CITY/TOWN: Franklin
(IF EXISTING LICENSEE)

APPLICANT INFORMATION

LAST NAME: Donald FIRST NAME: James MIDDLE NAME: Lloyd
MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A PLACE OF BIRTH: Evanston, IL
DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE): N/A
MOTHER'S MAIDEN NAME: Kuccens DRIVER'S LICENSE #: DONALJL460DE STATE LIC. ISSUED: Washington
GENDER: MALE HEIGHT: 5 10 WEIGHT: 165 EYE COLOR: Green
CURRENT ADDRESS: 414 34th Avenue S
CITY/TOWN: Seattle STATE: WA ZIP: 98144
FORMER ADDRESS: 4315 NE 33rd Street
CITY/TOWN: Seattle STATE: WA ZIP: 98105

PRINT AND SIGN

PRINTED NAME: James L. Donald APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this 21st day of March before me, the undersigned notary public, personally appeared James L. Donald
(name of document signer), proved to me through satisfactory evidence of identification, which were Known
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.
JANIE CARR
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 50622
MY COMMISSION EXPIRES 8-10-2019

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.



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

*KIM S. GAINSBORO, ESQ.
CHAIRMAN*

**STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL**

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	00033-PK-0430	LICENSEE NAME:	Shaw's Supermarkets, Inc.	CITY/TOWN:	Franklin
---	---------------	----------------	---------------------------	------------	----------

APPLICANT INFORMATION

LAST NAME:	Donald	FIRST NAME:	Laura	MIDDLE NAME:	Andrea			
MAIDEN NAME OR ALIAS (IF APPLICABLE):	Gordon	PLACE OF BIRTH:	Oakland, CA					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	N/A			
MOTHER'S MAIDEN NAME:	Pickus	DRIVER'S LICENSE #:	ZH474768A	STATE LIC. ISSUED:	Idaho			
GENDER:	FEMALE	HEIGHT:	5	2	WEIGHT:	118	EYE COLOR:	Brown
CURRENT ADDRESS:	6567 E Playwright Drive							
CITY/TOWN:	Boise	STATE:	ID	ZIP:	83716			
FORMER ADDRESS:	1015 El Curtola Blvd							
CITY/TOWN:	Walnut Creek	STATE:	CA	ZIP:	94595			

PRINT AND SIGN

PRINTED NAME:	Laura Andrea Donald	APPLICANT/EMPLOYEE SIGNATURE:	<i>Laura Andrea Donald</i>
---------------	---------------------	-------------------------------	----------------------------

NOTARY INFORMATION

On this 3/13/19 before me, the undersigned notary public, personally appeared Laura Andrea Donald
(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.

Laura Andrea Donald
NOTARY

DIVISION USE ONLY

REQUESTED BY:	_____
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

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.



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

**KIM S. GAINSBORO, ESQ.
CHAIRMAN**

**STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL**

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	00033-PK-0430	LICENSEE NAME:	Shaw's Supermarkets, Inc.	CITY/TOWN:	Franklin
--	---------------	-----------------------	---------------------------	-------------------	----------

APPLICANT INFORMATION

LAST NAME:	Garnett	FIRST NAME:	Cynthia	MIDDLE NAME:	R
MAIDEN NAME OR ALIAS (IF APPLICABLE):	McCarthy	PLACE OF BIRTH:	Taunton, MA		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	N/A
MOTHER'S MAIDEN NAME:	Carrier	DRIVER'S LICENSE #:	S45909090	STATE LIC. ISSUED:	Massachusetts
GENDER:	FEMALE	HEIGHT:	5 9	WEIGHT:	200
				EYE COLOR:	Brown
CURRENT ADDRESS:	1235 Briggs Street				
CITY/TOWN:	Dighton	STATE:	MA	ZIP:	02715
FORMER ADDRESS:	148 North Walker Street				
CITY/TOWN:	Taunton	STATE:	MA	ZIP:	02780

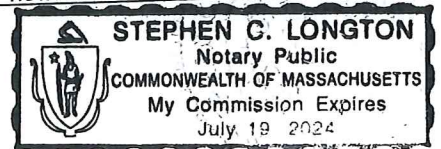
PRINT AND SIGN

PRINTED NAME:	Cynthia R. Garnett	APPLICANT/EMPLOYEE SIGNATURE:	<i>Cynthia R. Garnett</i>
----------------------	--------------------	--------------------------------------	---------------------------

NOTARY INFORMATION

On this 3-18-19 before me, the undersigned notary public, personally appeared Cynthia R. Garnett
(name of document signer), proved to me through satisfactory evidence of identification, which were MA ID
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

[Signature]
NOTARY



DIVISION USE ONLY

REQUESTED BY:	
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

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



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

**STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL**

**KIM S. GAINSBORO, ESQ.
CHAIRMAN**

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	00033-PK-0430	LICENSEE NAME:	Shaw's Supermarkets, Inc.	CITY/TOWN:	Franklin
--	---------------	-----------------------	---------------------------	-------------------	----------

APPLICANT INFORMATION

LAST NAME:	Fennebresque	FIRST NAME:	Kim	MIDDLE NAME:	Samuel
MAIDEN NAME OR ALIAS (IF APPLICABLE):	N/A	PLACE OF BIRTH:	Glen Cove, NY		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	N/A
MOTHER'S MAIDEN NAME:	Campbell	DRIVER'S LICENSE #:	F516500501000	STATE LIC. ISSUED:	Florida
GENDER:	MALE	HEIGHT:	6	1	WEIGHT: 170
				EYE COLOR:	Blue
CURRENT ADDRESS:	31 East 79th Street				
CITY/TOWN:	New York	STATE:	NY	ZIP:	10075
FORMER ADDRESS:	800 Park Avenue				
CITY/TOWN:	New York	STATE:	NY	ZIP:	10021

PRINT AND SIGN

PRINTED NAME:	Kim Samuel Fennebresque	APPLICANT/EMPLOYEE SIGNATURE:	
----------------------	-------------------------	--------------------------------------	--

NOTARY INFORMATION

On this March 28, 2019 before me, the undersigned notary public, personally appeared Kim Samuel Fennebresque
(name of document signer), proved to me through satisfactory evidence of identification, which were Florida DL
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

**MARIAM SULAVA
Notary Public - State of New York
NO. 01SU6350777
Qualified in Kings County
My Commission Expires Nov 21, 2020**

DIVISION USE ONLY

REQUESTED BY:	
	<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.



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

**STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL**

**KIM S. GAINSBORO, ESQ.
CHAIRMAN**

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	00033-PK-0430	LICENSEE NAME:	Shaw's Supermarkets, Inc.	CITY/TOWN:	Franklin
--	---------------	-----------------------	---------------------------	-------------------	----------

APPLICANT INFORMATION

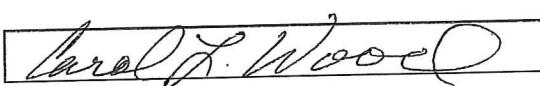
LAST NAME:	Gordon, Jr.	FIRST NAME:	Robert	MIDDLE NAME:	Allen
MAIDEN NAME OR ALIAS (IF APPLICABLE):	N/A	PLACE OF BIRTH:	Illinois		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	N/A
MOTHER'S MAIDEN NAME:	Bergmann	DRIVER'S LICENSE #:	N6765766	STATE LIC. ISSUED:	California
GENDER:	MALE	HEIGHT:	5 11	WEIGHT:	170
EYE COLOR:	Brown				
CURRENT ADDRESS:	24 Robert Road				
CITY/TOWN:	Contra Costa, Orinda	STATE:	CA	ZIP:	94563
FORMER ADDRESS:	N/A				
CITY/TOWN:	N/A	STATE:	N/A	ZIP:	N/A

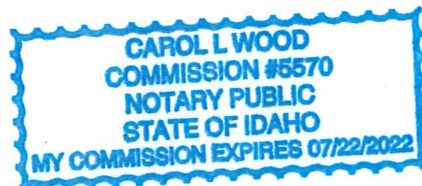
PRINT AND SIGN

PRINTED NAME:	Robert Allen Gordon, Jr.	APPLICANT/EMPLOYEE SIGNATURE:	<i>Robert Allen Gordon, Jr.</i>
----------------------	--------------------------	--------------------------------------	---------------------------------

NOTARY INFORMATION

On this 3/18/19 Robert Allen Gordon, Jr. before me, the undersigned notary public, personally appeared Robert Allen Gordon, Jr. (name of document signer), proved to me through satisfactory evidence of identification, which were he is known to me 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:	
<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>	

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



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

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: 00033-PK-0430 (IF EXISTING LICENSEE) LICENSEE NAME: Shaw's Supermarkets, Inc. CITY/TOWN: Franklin

APPLICANT INFORMATION

LAST NAME: Klaff FIRST NAME: Hersch MIDDLE NAME: Meyer
 MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A PLACE OF BIRTH: Illinois
 DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE): N/A
 MOTHER'S MAIDEN NAME: Kaplan DRIVER'S LICENSE #: K410 3335 3269 STATE LIC. ISSUED: Illinois
 GENDER: MALE HEIGHT: 6 2 WEIGHT: 250 EYE COLOR: Brown
 CURRENT ADDRESS: 150 Ravine Glade
 CITY/TOWN: Glencoe STATE: IL ZIP: 60022
 FORMER ADDRESS: 1107 Old Elm Land
 CITY/TOWN: Glencoe STATE: IL ZIP: 60022

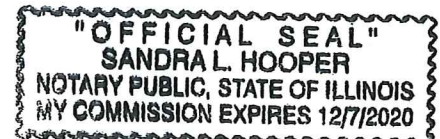
PRINT AND SIGN

PRINTED NAME: Hersch Meyer Klaff APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this MARCH 11, 2019 before me, the undersigned notary public, personally appeared Hersch Meyer Klaff
 (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

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



William Francis Galvin
Secretary of the Commonwealth of Massachusetts



Corporations Division

Business Entity Summary

ID Number: 041123420

Request certificate

New search

Summary for: **SHAW'S SUPERMARKETS, INC.**

The exact name of the Domestic Profit Corporation: SHAW'S SUPERMARKETS, INC.		
Merged with SHAW EQUIPMENT CORPORATION on 02-26-2016		
Entity type: Domestic Profit Corporation		
Identification Number: 041123420		
Date of Organization in Massachusetts: 07-10-1920		
Last date certain:		
Current Fiscal Month/Day: 02/28		Previous Fiscal Month/Day: 02/28
The location of the Principal Office:		
Address: 750 W CENTER ST		
City or town, State, Zip code, WEST BRIDGEWATER, MA 02379 USA		
Country:		
The name and address of the Registered Agent:		
Name: CT CORPORATION SYSTEM		
Address: 155 FEDERAL STREET STE 700		
City or town, State, Zip code, BOSTON, MA 02110 USA		
Country:		
The Officers and Directors of the Corporation:		
Title	Individual Name	Address
PRESIDENT	MICHELLE LARSON	750 W CENTER ST WEST BRIDGEWATER, MA 02379 USA
TREASURER	GARY R MORTON	250 PARKCENTER BLVD BOISE, ID 83706 USA
SECRETARY	ROBERT A GORDON	250 PARKCENTER BLVD BOISE, ID 83706 USA
EXECUTIVE VICE PRESIDENT	ROBERT A GORDON	250 PARKCENTER BLVD BOISE, ID 83706 USA
ASSISTANT SECRETARY	GARY R MORTON	250 PARKCENTER BLVD BOISE, ID 83706 USA
VICE PRESIDENT	GARY R MORTON	250 PARKCENTER BLVD BOISE, ID 83706 USA

GROUP VICE PRESIDENT	LAURA A DONALD	250 PARKCENTER BLVD BOISE, ID 83706 USA
ASSISTANT SECRETARY	LAURA A DONALD	250 PARKCENTER BLVD BOISE, ID 83706 USA
DIRECTOR	GARY R MORTON	250 PARKCENTER BLVD BOISE, ID 83706 USA
DIRECTOR	MICHELLE LARSON	750 W CENTER ST WEST BRIDGEWATER, MA 02379 USA
DIRECTOR	CYNTHIA GARNETT	750 W CENTER ST WEST BRIDGEWATER, MA 02379 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
CWP	\$ 1.00	30,000,000	\$ 30000000.00	100

Consent
 Confidential Data
 Merger Allowed
 Manufacturing

Note: Additional information that is not available on this system is located in the Card File.

View filings for this business entity:

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

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1877756288
Notice Date: January 25, 2019
Case ID: 0-000-537-758



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



STAR MARKETS COMPANY INC
250 E PARKCENTER BLVD
BOISE ID 83706-3940



Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, STAR MARKETS COMPANY INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



152465468

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

SHAW'S SUPERMARKETS, INC.
Attn: ATTN: PAYROLL
P O BOX 600
E BRIDGEWATER, MA 02333

EAN: 00097130
February 07, 2019

Certificate Id:24192

The Department of Unemployment Assistance certifies that as of 2/7/2019, SHAW'S SUPERMARKETS, INC. is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance



Star Markets Company, Inc.
750 W. Center Street
West Bridgewater, MA 02114

February 7, 2019

Massachusetts Alcoholic Beverages Control Commission
239 Causeway Street, 1st Floor
Boston, MA 02114

Re: 90 Causeway Street, Boston MA 02114

To Whom It May Concern:

For payroll purposes, the taxes for Star Markets Company, Inc. d/b/a Star Market are reported and paid by Shaw's Supermarkets, Inc., FEIN 04-1123420. Attached is a Certificate of Compliance from the Department of Unemployment Assistance for Shaw's Supermarkets, Inc.

Sincerely,

Star Markets Company, Inc.

Laura A. Donald
Group Vice President and Assistant Secretary

LD:dk

Working together to be the *favorite local supermarket*[™]





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*.

Cynthia R. Garnett
** Signature of Individual or Corporate License Holder (Mandatory)

EID # 04-1123420
*** License Holder's Social Security Number/or Federal Identification Number

By: *Cynthia R. Garnett*
Corporate Officer *Vice President*
(Mandatory, if applicable) *Human Resources*
Lab & Data Teams

Date: *2/19/19*

*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.

I, John Miller, have worked at Shaw's Supermarket for 39 years. I am currently a Store Director and have been recently transferred to the Shaw's Franklin location. This will be the first location in Shaw's that I will be working in that sells alcohol. I will be responsible for ensuring all employees are trained on all state and Shaw's liquor policies.

John Miller

Store Director

Shaw's Supermarket

255 East Central Street

Franklin MA 02038



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

Applicant Information

Please Print Legibly

Business/Organization Name: Show's Supermarkets Inc
 Address: 255 E. Central St.
 City/State/Zip: Franklin MA 02038 Phone #: 508-520-6880

<p>Are you an employer? Check the appropriate box:</p> <p>1. <input checked="" type="checkbox"/> I am a employer with <u>158</u> employees (full and/or part-time).*</p> <p>2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]</p> <p>3. <input type="checkbox"/> 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]**</p> <p>4. <input type="checkbox"/> We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]</p>	<p>Business Type (required):</p> <p>5. <input checked="" type="checkbox"/> Retail</p> <p>6. <input type="checkbox"/> Restaurant/Bar/Eating Establishment</p> <p>7. <input type="checkbox"/> Office and/or Sales (incl. real estate, auto, etc.)</p> <p>8. <input type="checkbox"/> Non-profit</p> <p>9. <input type="checkbox"/> Entertainment</p> <p>10. <input type="checkbox"/> Manufacturing</p> <p>11. <input type="checkbox"/> Health Care</p> <p>12. <input type="checkbox"/> Other</p>
---	--

*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: ACE AMERICAN INSURANCE
 Insurer's Address: 436 Walnut Street PO Box 1000
 City/State/Zip: Philadelphia PA 19106-3703
 Policy # or Self-ins. Lic. #: C65434623 Expiration Date: 8-1-2019

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: Brian MacLaurie Date: 2-11-19
 Phone #: 508-313-4421

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 #: _____

NOTICE TO EMPLOYEES



NOTICE TO EMPLOYEES

The Commonwealth of Massachusetts DEPARTMENT OF INDUSTRIAL ACCIDENTS 1 Congress Street, Suite 100, Boston, Massachusetts 02114-2017 617-727-4900 - <http://www.mass.gov/dia>

As required by Massachusetts General Law, Chapter 152, Sections 21, 22 & 30, this will give you notice that I (we) have provided for payment to our injured employees under the above-mentioned chapter by insuring with:

ACE AMERICAN INSURANCE COMPANY
NAME OF INSURANCE COMPANY

436 Walnut Street, PO Box 1000, Philadelphia, PA 19106-3703
ADDRESS OF INSURANCE COMPANY

C65434623 08-01-2018 - 08-01-2019
POLICY NUMBER EFFECTIVE DATES

NAME OF INSURANCE AGENT AON RISK INSURANCE SERVICES 415-486-7500
ADDRESS 425 MARKET STREET PHONE #
SAN FRANCISCO CA 94105-2490

EMPLOYER NEW ALBERTSONS L.P.
ADDRESS 250 E PARKCENTER BLVD
BOISE ID 83706

EMPLOYER'S WORKER'S COMPENSATION OFFICER (IF ANY) DATE

MEDICAL TREATMENT

The above named insurer is required in cases of personal injuries arising out of and in the course of employment to furnish adequate and reasonable hospital and medical services in accordance with the provisions of the Worker's Compensation Act. A copy of the First Report of Injury must be given to the injured employee. The employee may select his or her own physician. The reasonable cost of the services provided by the treating physician will be paid by the insurer, if the treatment is necessary and reasonably connected to the work related injury. In cases requiring hospital attention, employees are hereby notified that the insurer has arranged for such attention at the

NAME OF HOSPITAL ADDRESS

TO BE POSTED BY EMPLOYER

**AVISO PARA
EMPLEADOS**



**AVISO PARA
EMPLEADOS**

The Commonwealth of Massachusetts
DEPARTMENT OF INDUSTRIAL ACCIDENTS
 1 Congress Street, Suite 100, Boston, Massachusetts 02114-2017
 617-727-4900 - <http://www.mass.gov/dia>

De acuerdo con lo dispuesto por los artículos 21, 22 y 30 del capítulo 152 de las Leyes Generales de Massachusetts, por el presente notificamos que hemos previsto el pago a nuestros empleados lesionados, conforme al capítulo antes mencionado, mediante un seguro con:

ACE AMERICAN INSURANCE COMPANY
 NOMBRE DE LA COMPAÑIA DE SEGURO
 436 Walnut Street, PO Box 1000, Philadelphia, PA 19106-3703
 DOMICILIO DE LA COMPAÑIA DE SEGURO

C65434623 08-01-2018 _ 08-01-2019
 NÚMERO DE PÓLIZA FECHAS DE VIGENCIA

NOMBRE DEL AGENTE DE SEGUROS AON RISK INSURANCE SERVICES 415-486-7500
 DOMICILIO 425 MARKET STREET TELÉFONO
 SAN FRANCISCO CA 94105-2490

EMPLEADOR NEW ALBERTSONS L.P.
 DOMICILIO 250 E PARKCENTER BLVD
 BOISE ID 83706

FUNCIONARIO DEL EMPLEADOR PARA ACCIDENTES DE TRABAJO (SI HUBIERA) FECHA

TRATAMIENTO MÉDICO

En caso de lesiones personales ocurridas a raíz del trabajo o durante el trabajo, la aseguradora cuyo nombre aparece arriba debe prestar servicios médicos y hospitalarios adecuados razonables de acuerdo con lo dispuesto por la Ley de Accidentes de Trabajo. El empleado lesionado debe recibir una copia del Primer Informe de Lesión. El empleado puede elegir su propio médico. El costo razonable de los servicios prestados por el médico que asista en el caso será abonado por la aseguradora, siempre que el tratamiento sea necesario y esté razonablemente relacionado con la lesión ocupacional. En caso de que se necesite atención hospitalaria, por la presente se notifica a los empleados que la aseguradora ha dispuesto que esa atención sea prestada en:

NOMBRE DEL HOSPITAL DOMICILIO

ANUNCIO PUBLICADO POR EL EMPLEADOR

3/12/2019



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

Date Issued: March 12,
2019
Record #: 36987
Certificate #: 19-57

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:

Shaw's # 3581 is conducted at: 255 EAST CENTRAL ST

by the following person:

FULL NAME

RESIDENCE

Albertson's Companies/NASC. tax@ safeway.com P.O Box 29096- Mailstop 6531, Pheonix, AZ 85027

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.

Expiration Date: 03-13-2023

Signature on file
Business Owner Signature #1

Teresa M. Burr
A True Attest Copy

Business Owner Signature #2

Teresa M. Burr
Town Clerk

To learn more, scan this barcode or visit franklinma.viewpointcloud.com/#!/records/39077



February 6, 2019

Licensing Board for the City of Boston
Attn. Jasmin Winn, Administrative Assistant
One City Hall Square, Room 809
Boston, MA 02201

To whom it may concern:

I am writing this letter on behalf of our longstanding client Albertsons Companies, Inc. (the "Company") with whom Bank of America, N.A. (the "Bank") has had a strong and extensive credit and non-credit relationship since 2006. The Bank currently serves as the Administrative Agent for the Company's \$4 billion Asset Based Revolving Credit ("ABL") and provides a \$400MM commitment thereunder. The ABL has a final maturity of November 16, 2023.

Under the term of the ABL, the Company is required to provide monthly borrowing base certificates to support any outstanding loans and letters of credit. As of February 6, 2018, the Company had a total borrowing base of in excess of \$4 billion; loans outstanding of \$0; and letters of credit outstanding of \$530,783,509.75 resulting in excess availability of \$3,469,216,490.25.

The Company is and always has been in compliance with all terms, conditions, and covenants in the ABL and has consistently handled all of its affairs with the Bank as agreed.

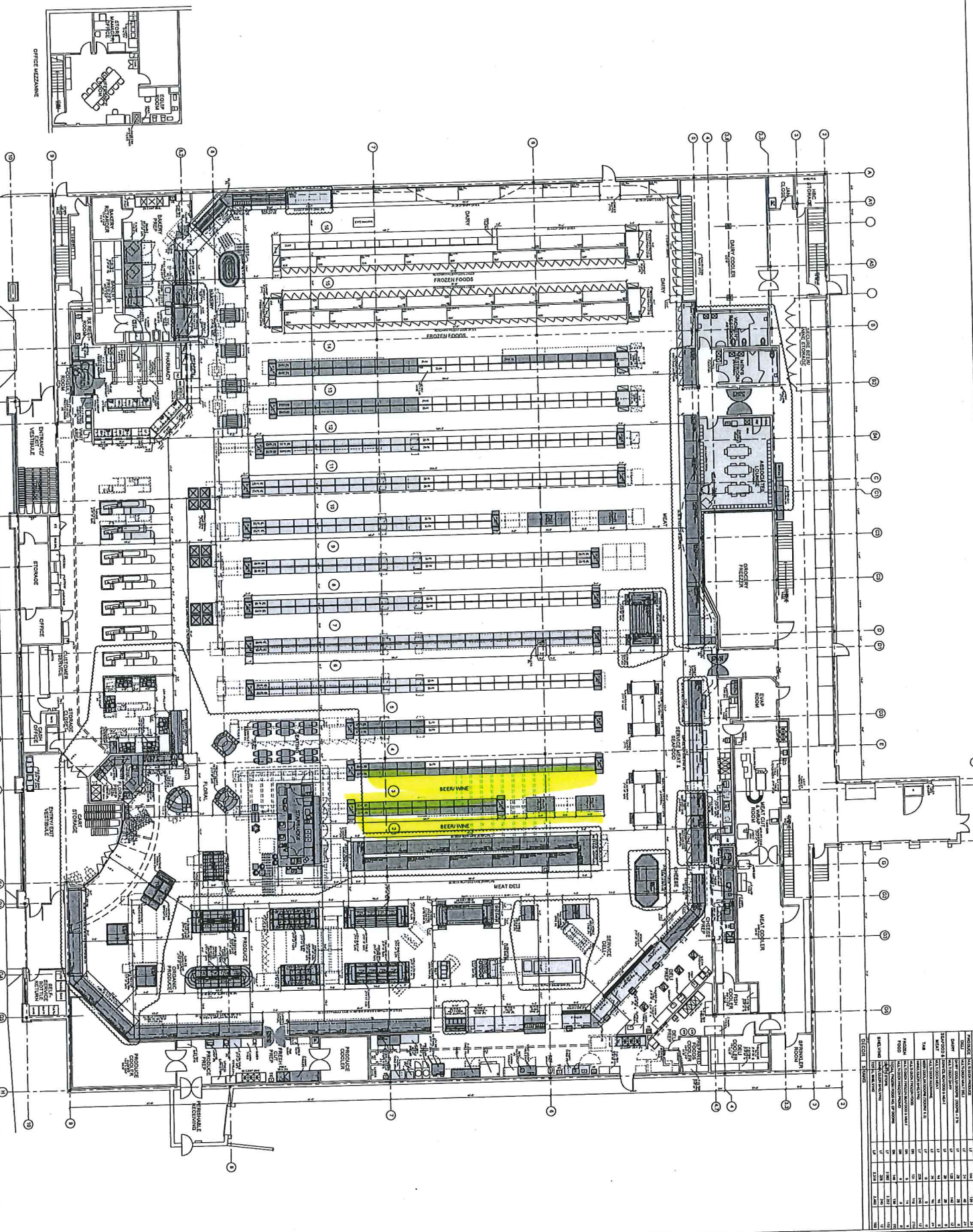
In addition to our credit relationship described above, Albertsons Companies, Inc. and its subsidiaries maintain a substantial number of deposit account with the Bank – all of which have been handled as agreed.

Sincerely,


Brian Lindblom

Senior Vice President
Bank of America, N.A.
100 Federal Street
Boston, MA 02110
617 434-1353
brian.p.lindblom@baml.com

FIELD VERIFY ALL CONDITIONS PRIOR TO INSTALLATION OF EQUIPMENT



COMPARATIVE ANALYSIS

ITEM	EXISTING	PROPOSED	REMARKS
1. TOTAL AREA	17,500	17,500	
2. FLOOR AREA	17,500	17,500	
3. PERIMETER	1,000	1,000	
4. CLEARANCE HEIGHT	12	12	
5. FLOOR FINISH	CONCRETE	CONCRETE	
6. WALL FINISH	PAINT	PAINT	
7. CEILING FINISH	AC	AC	
8. LIGHTING	FLUORESCENT	LED	
9. HEATING	RADIANT	RADIANT	
10. COOLING	PACKAGED	PACKAGED	
11. VENTILATION	NATURAL	Mechanical	
12. SMOKE EXHAUST	NONE	NONE	
13. FIRE ALARMS	NONE	NONE	
14. SECURITY	NONE	NONE	
15. ACCESSIBILITY	NONE	NONE	
16. SIGNAGE	NONE	NONE	
17. FURNITURE	NONE	NONE	
18. EQUIPMENT	NONE	NONE	
19. UTILITIES	NONE	NONE	
20. EGRESS	NONE	NONE	
21. SOUND	NONE	NONE	
22. VIBRATION	NONE	NONE	
23. AIR QUALITY	NONE	NONE	
24. WATER	NONE	NONE	
25. GAS	NONE	NONE	
26. ELECTRICAL	NONE	NONE	
27. COMMUNICATIONS	NONE	NONE	
28. SPECIALTY	NONE	NONE	
29. OTHER	NONE	NONE	
30. TOTAL	17,500	17,500	

F1.1 FUTURE PLAN

SHAW'S
FRANKLIN
03581 (7581)
285 EAST CENTRAL STREET
FRANKLIN, MA

03581 (7581)

DATE: 10/20/2011
DRAWN BY: J. GARDNER
CHECKED BY: J. GARDNER
APPROVED BY: J. GARDNER

LEGEND:
NEW/RELOCATED
EXISTING
REMOVED
RELOCATED
EXISTING
REMOVED

NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
5. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITIES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
8. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.
9. ALL WASTE SHALL BE PROPERLY DISPOSED OF AT ALL TIMES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.

1-4, 13-14, 16-31

| 35-38, Ex. A, |
Ex. A:2, JHC Plan

75 81_A

LEASE
STAR MARKET
FRANKLIN, MASSACHUSETTS

3-24-87
21140741

LEASE AGREEMENT

Store # 121

Location FRANKLIN, MA

INDEX

	<u>Page</u>
Article 1 PREMISES.....	1
Section 1.1 - Demised Premises.....	1
Section 1.2 - Use.....	1
Article 2 TERM.....	1
Section 2.1 - Terms of this Lease.....	1
Section 2.2 - Initial Term.....	1
Section 2.3 - Preliminary Term.....	4
Section 2.4 - Possession During the Preliminary Term.....	4
Section 2.5 - Original Term.....	4
Section 2.6 - Extended Terms.....	5
Article 3 RENT.....	5
Section 3.1 - Initial Term.....	5
Section 3.2 - Preliminary Term.....	5
Section 3.3 - Original Term.....	6
Section 3.4 - Extended Terms.....	6
Section 3.5 - Payment of Rental.....	6
Section 3.6 - Percentage Rental.....	6
Section 3.7 - Gross Sales.....	7
Section 3.8 - Payment of Percentage Rental.	7
Section 3.9 - Periods during which Percentage Rental is not Payable.....	8
Article 4 CONSTRUCTION OF IMPROVEMENTS.....	8
Section 4.1 - Construction of Demised Building.....	8
Section 4.2 - Landlord's Contribution.....	8
Section 4.3 - Improvements to Shopping Center.....	9
Section 4.4 - Approvals and Permits.....	10
Section 4.5 - Tenant's Right of Termination.....	10

Article 5	FIXTURES.....	13
	Section 5.1 - Installation and Removal of Tenant's Fixtures.....	13
	Section 5.2 - Tenant's Failure to Remove Fixtures.....	13
Article 6	SIGNS.....	13
	Section 6.1 - Tenant's Signs.....	13
	Section 6.2 - Landlord's Signs.....	14
Article 7	POSSESSION OF AND ACCESS TO THE DEMISED PREMISES.....	14
	Section 7.1 - Possession of the Demised Premises.....	14
	Section 7.2 - Access to Demised Premises...	14
	Section 7.3 - Landlord's Covenants of Light and Air.....	15
Article 8	TITLE WARRANTIES.....	15
	Section 8.1 - Landlord's Warranty of Title.....	15
	Section 8.2 - Zoning, etc.....	15
	Section 8.3 - Title Exceptions.....	15
	Section 8.4 - Memorandum of Lease.....	15
	Section 8.5 - Proof of Title.....	15
	Section 8.6 - Tenant's Right to Quiet Enjoyment.....	16
	Section 8.7 - Tenant's Right on Breach.....	16
	Section 8.8 - Additional Right of Tenant...	16
Article 9	SHOPPING CENTER.....	16
	Section 9.1 - Location and Use of Common Areas.....	16
	Section 9.2 - Tenant's Sidewalks.....	16
	Section 9.3 - Shopping Center Use for Restrictions.....	17
	Section 9.4 - Restrictions Relating to Discount Department Store....	17
	Section 9.5 - Additional Restrictions.....	17
Article 10	CASUALTY DAMAGE OR DESTRUCTION TO IMPROVEMENTS ON THE DEMISED PREMISES.....	18
	Section 10.1 - Tenant's Property Damage Insurance.....	18
	Section 10.2 - Restoration by Tenant.....	19
	Section 10.3 - Tenant's Right of Termination.....	19
	Section 10.4 - Tenant's Exercise of its Right of Termination.....	20
	Section 10.5 - Disposition of Insurance Proceeds.....	20

Article 11	CASUALTY DAMAGE OR DESTRUCTION TO IMPROVEMENTS IN THE SHOPPING CENTER.....	21
	Section 11.1 - Landlord's Obligation to Restore.....	21
	Section 11.2 - Notice of Termination.....	22
	Section 11.3 - Abatement of Rent and Charges.....	22
Article 12	CONDEMNATION.....	22
	Section 12.1 - Act of Governmental Authority.....	22
	Section 12.2 - Obligation of Landlord to Restore and Adjustment of Rent.....	23
	Section 12.3 - Notice of Condemnation.....	23
	Section 12.4 - Condemnation Damages and Awards.....	23
	Section 12.5 - Conveyance in lieu of Condemnation.....	24
Article 13	TENANT'S REPAIR OBLIGATIONS.....	24
	Section 13.1 - Maintenance and Repair of the Demised Premises by Tenant.....	24
	Section 13.2 - Maintenance and Repair of the Demised Premises by Landlord.....	24
	Section 13.3 - Delivering up of Demised Premises by Tenant.....	24
	Section 13.4 - Repairs at the End of a Term.....	24
Article 14	SHOPPING CENTER REPAIRS AND MAINTENANCE BY LANDLORD.....	25
	Section 14.1 - Repairs of the Shopping Center by Landlord.....	25
	Section 14.2 - Maintenance of the Shopping Center by Landlord.....	25
Article 15	UTILITY CHARGES.....	26
	Section 15.1 - Tenant's Payment of Utility Charges.....	26
	Section 15.2 - Charges for Utility Services Furnished by Landlord.....	27

Article 16	TENANT'S SHARE OF REAL ESTATE TAXES.....	27
	Section 16.1 - Tenant's Liability for Real Estate Taxes.....	27
	Section 16.2 - Tenant's Proportionate Share of Real Estate Taxes.....	27
	Section 16.3 - Payment by Tenant of its Proportionate Share of Real Estate Taxes.....	28
	Section 16.4 - Tax Notices and Tenant's Right to Contest Taxes.....	28
	Section 16.5 - Reimbursement of Tenant for Counsel Fees and Other Expenses on Appeals...	29
Article 17	TENANT'S IMPROVEMENTS.....	29
	Section 17.1 - Alterations.....	29
	Section 17.2 - Permits.....	29
Article 18	ASSIGNMENT AND SUBLETTING.....	30
	Section 18.1 - Subletting by Tenant.....	30
	Section 18.2 - Assignment by Tenant.....	30
	Section 18.3 - Merger, etc.....	30
Article 19	TENANT'S RIGHT TO CLOSE ITS BUILDING FOR BUSINESS.....	30
	Section 19.1 - Closing.....	30
Article 20	INDEMNIFICATION AND WAIVER OF SUBROGATION..	30
	Section 20.1 - Tenant's Indemnification....	30
	Section 20.2 - Landlord's Indemnification..	31
	Section 20.3 - Mutual Waiver re Property Damage.....	31
Article 21	RELATIONSHIP OF THE PARTIES.....	32
Article 22	LIENS AND SUBORDINATION.....	32
	Section 22.1 - Priority Liens.....	32
	Section 22.2 - Subordination.....	32
	Section 22.3 - Non-Disturbance Agreement...	32
	Section 22.4 - Attornment.....	32
Article 23	NOTICES.....	32
	Section 23.1 - Address and Form of Notice..	32

Article 24	TENANT'S DEFAULT.....	33
	Section 24.1 - Events of Default.....	33
	Section 24.2 - Landlord's Remedies for Tenant's Default.....	33
	Section 24.3 - Surrender and Repossession..	33
	Section 24.4 - Reletting.....	34
	Section 24.5 - Tenant's Continuing Obligations.....	34
	Section 24.6 - Non-Waiver by Landlord.....	34
	Section 24.7 - Landlord's Right of Self-Help.....	35
	Section 24.8 - Payment of Landlord's Cost of Enforcement.....	35
Article 25	LANDLORD'S DEFAULT.....	35
	Section 25.1 - Damages to Tenant's Property.....	35
	Section 25.2 - Tenant's Right of Self- Help.....	35
	Section 25.3 - Tenant's Right of Offset....	36
	Section 25.4 - Tenant's Right of Termination.....	36
	Section 25.5 - Tenant's Abatement Right....	36
	Section 25.6 - Notices of Default to First Mortgagee.....	37
	Section 25.7 - Payment of Tenant's Cost of Enforcement.....	37
Article 26	CUMULATIVE REMEDIES.....	37
	Section 26.1 - Additional Right and Remedies.....	37
Article 27	DEFINITIONS.....	37
	Section 27.1 - Demised Premises.....	37
	Section 27.2 - Demised Building.....	37
	Section 27.3 - Shopping Center.....	37
	Section 27.4 - Common Areas.....	38
	Section 27.5 - Floor Area of Building.....	38
	Section 27.6 - Uninsured Casualty.....	38
	Section 27.7 - Unavoidable Delays.....	38
	Section 27.8 - Lease Year.....	38
	Section 27.9 - Rent.....	38
	Section 27.10- Insurable Value.....	38
	Section 27.11- Actual Cash Value.....	39
	Section 27.12- The Unamortized Value of Tenant's Excess Construction Costs.....	39
	Section 27.13- First Institutional Mortgagee.....	39

Article 28 MISCELLANEOUS.....	39
Section 28.1 - Broker's Commission.....	39
Section 28.2 - Apportionments.....	39
Section 28.3 - Refunds to Tenant on Termination of this Lease...	40
Section 28.4 - Payments by Tenant.....	40
Section 28.5 - Non-Waiver of Tenant's Right of Termination.....	40
Section 28.6 - Governing Laws.....	40
Section 28.7 - Captions.....	40
Section 28.8 - Execution.....	40
Section 28.9 - Submission Not an Offer.....	40
Section 28.10- Parties Bound and Benefited.	41
Section 28.11- Estoppel Certificates.....	41
Section 28.12- Subleases; Termination of Old Lease.....	41

EXHIBITS

- Exhibit A - Plan of Shopping Center
- Exhibit A-2 - Plan Showing Work Areas, etc.
- Exhibit B - Legal Description of Shopping Center; Title
Exceptions
- Exhibit C - Tenant's Work
- Exhibit D - Landlord's Work
- Exhibit E - Form of Non-disturbance Agreement

7581

THIS INDENTURE OF LEASE made this 24th day of March, 1987 by and between FRANKLIN SHOPPERS FAIR, INC., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts (hereinafter called Landlord), and JEWEL COMPANIES, INC., a corporation duly organized and existing under the laws of the State of New York (hereinafter called Tenant).

WITNESSETH:

Article 1. PREMISES; USE

Section 1.1. Demised Premises. For and in consideration of the rent hereinafter reserved and the performance of the covenants, agreements, stipulations and conditions imposed on the parties hereto, Landlord does hereby demise and let unto Tenant, its successors and assigns, which does hereby take and lease from Landlord the premises, with improvements erected or to be erected thereon, in the Shopping Center situated on Central Street in Franklin, Massachusetts, together with appurtenant rights, privileges, and easements. The Demised Premises are more particularly shown on the plan of the Shopping Center attached as Exhibit A hereto, which is hereby approved by the parties hereto. The Shopping Center is more particularly described in the legal description thereof attached as Exhibit B hereto. Certain words and phrases used in this Lease are defined in ARTICLE 27.

Section 1.2. Use. The Demised Premises may be used for any lawful purpose or for no purpose except that the Demised Premises shall not be used for any use prohibited by Section 9.3 or Section 9.4.

Article 2. TERM

Section 2.1. Terms of this Lease. This Lease shall consist of an Initial Term, a Preliminary Term, an Original Term and Extended Terms.

Section 2.2. Initial Term. The Initial Term of this Lease shall commence on the date hereof and expire upon the full satisfaction, or waiver in writing by Tenant, of all of the following conditions:

- (a) All public authorities having jurisdiction over any aspect of the work to be performed by Landlord and Tenant under Article 4 hereof shall have issued all permits and approvals necessary in the reasonable opinion of Tenant's counsel to permit all such work to be performed, all of which shall be without conditions, restrictions and regulations which in Tenant's reasonable opinion would impair construction and use of the Demised Premises.

21140741

Conditions, regulations and restrictions which together do not increase the Tenant's cost of construction by more than \$25,000 in the aggregate shall not be treated as impairing construction of the Demised Premises.

(b) Tenant shall have obtained a topographical and boundary survey(s) of the Shopping Center and the Demised Premises which survey(s) shall be prepared by a surveyor(s) licensed in the state in which the Shopping Center is located and shall be certified to Tenant and its designees in a form satisfactory to Tenant. The boundary survey(s) shall show and certify the exact square footage of the real property contained in the Demised Premises, the legal description of the Demised Premises, with the boundaries of the Demised Premises being in conformity with the boundaries shown on Exhibit A hereto, the location of all existing easements, rights-of-way, encroachments, utility lines and other similar encumbrances or defects in title affecting the Demised Premises and the Shopping Center.

(c) Tenant shall have verified the legal description of the Shopping Center against the survey and Tenant shall have accepted the legal description of the Shopping Center. Tenant shall notify Landlord in writing of Tenant's approval or disapproval of such legal description and any exception to title shown in a preliminary title report Tenant has obtained with respect to the Demised Premises and the Shopping Center, such title report to be furnished by Landlord's counsel and to be in form and substance sufficient to permit Lawyer's Title Insurance Corporation or Chicago Title Insurance Company (the "Title Company") to issue the title insurance required by this Lease. In the event of disapproval, Landlord shall have until the date of the expiration of the Initial Term in which to cause any disapproved exceptions to be released or cured as proved by documentation reasonably satisfactory to Tenant.

(d) Based upon the boundary survey(s), final grading plans, soils tests, utility studies and upon engineering and other studies which Tenant may perform, Tenant shall have determined, in its reasonable opinion, that the Demised Premises and the Shopping Center are suitable for Tenant's proposed construction and use at reasonable cost, including, but not by way of limitation, that vehicular access, utility availability and the physical condition of the Demised Premises and Shopping Center are such that Tenant's proposed facilities can be so constructed and operated thereon.

(e) The Demised Premises shall be free and clear of any occupancy, or rights of occupancy, and all tenants in

the Shopping Center and the Demised Premises having conflicting lease rights with Tenant shall have executed appropriate lease modifications or termination agreements.

(f) The Title Company shall have issued to Tenant, at Tenant's sole election and cost, a binding commitment for title insurance insuring that Landlord has fee simple title to the Shopping Center and the Demised Premises and insuring Tenant's leasehold interest in the Demised Premises, with mechanics' lien, survey and boundary coverage and subject only to exceptions approved by Tenant as provided in (c) above. Tenant consents to the exceptions to title set forth on Exhibit B hereto. Unconditional, fully-funded arrangements reasonably satisfactory to Tenant made to discharge, release or bond over any lien or encumbrance affecting the Demised Premises simultaneously with expiration of the Preliminary Term shall be deemed to be a satisfactory arrangement pursuant to this Section with respect to the condition of title to the Demised Premises provided each such lien or encumbrance is discharged or released on or before the expiration of the Preliminary Term.

(g) Tenant shall have received adequate written assurances from Landlord's lender, which lender Tenant shall reasonably approve, that it shall provide and remit funds sufficient to pay to Tenant the amounts provided in Article 4 as therein provided.

(h) Tenant shall have received a building permit for the construction of the Demised Building in accordance with Article 4.

Tenant shall notify Landlord in writing from time to time that each of the above conditions has been satisfied, waived or remains unsatisfied.

The costs of obtaining any zoning changes and other governmental approvals relating to the foregoing (excluding only the costs of complying with Landlord's obligations under clauses (e) and (g) above and delivering the title report referred to in clause (c) above) including the building permit for construction of the Demised Building, the permits required for the work to be performed by Tenant described in Exhibit C and by Landlord described in Exhibit D and the costs associated with obtaining all permits and approvals required by the Water Resources Program of the Town of Franklin shall be borne by Tenant. The costs associated with Landlord's obligations under clauses (e) and (g) and delivering the title report referred to in clause (c) above, shall be borne by Landlord. All other costs associated with the foregoing, including the premium cost for the title insurance policy and costs for surveys and soil

borings and other tests described in clause (d) above shall be borne by Tenant.

Landlord and Tenant shall make diligent efforts to satisfy the above conditions, shall cooperate fully with each other in such efforts and shall execute any documents necessary or convenient thereto. In the event the conditions are not satisfied or waived by Tenant within two hundred ten (210) days from the date hereof, Tenant may terminate this Lease at any time thereafter without liability to Landlord by giving notice to Landlord.

The Initial Term shall expire on the date all of the conditions provided in this Section 2.2 have been satisfied or waived by Tenant, and Landlord shall deliver possession of the Demised Premises to Tenant on such date.

Either Landlord or Tenant may deliver to the other a notice stating that all of the conditions provided in this Section 2.2 have been satisfied or waived by Tenant (and stating the date thereof), and such notice shall be binding on both Landlord and Tenant unless, within thirty (30) days after receipt of such notice, the other party shall deliver a written objection to such notice specifically stating the reasons for such objection.

Section 2.3. Preliminary Term. The Preliminary Term of this Lease shall commence on the expiration of the Initial Term and expire on the date of commencement of the Original Term.

Section 2.4. Possession During the Preliminary Term. During the Preliminary Term, Tenant shall have the right of possession of the Demised Premises and the areas of the Shopping Center outlined in red on Exhibit A-2 for the purpose of constructing the Demised Building and performing other work pursuant to Article 4 and to install fixtures, cases and equipment as provided in Article 5. During such construction Tenant shall have the right to close the Chestnut Street entrance and the new substitute road therefrom into the Shopping Center for temporary periods as reasonably required for construction of the Demised Building and for construction, repair and maintenance of the remainder of the Demised Premises.

Section 2.5. Original Term. The Original Term shall commence on the date all of the following conditions have been satisfied:

- (a) There shall have been delivered to Landlord and Tenant a certificate of Tenant's architect that construction of the Demised Building and the work described in Exhibit C have been substantially completed in accordance with Article 4;

(b) There shall have been delivered to Tenant a certificate of Landlord (such certificate being true and correct) that Landlord has substantially completed all work required of it under Article 4; and

(c) Landlord shall have paid to Tenant all amounts provided in Section 4.2. (For the purpose of commencement of the Original Term only, Tenant may waive this condition, but such waiver shall not release Landlord from liability to pay such amounts.)

Either Landlord or Tenant may deliver to the other a notice stating that all of the conditions set forth above in this Section 2.5 have been satisfied (and stating the date thereof), and such notice shall be binding on both Landlord and Tenant unless, within thirty (30) days after receipt of such notice, the other party shall deliver a written objection to such notice specifically stating the reasons for such objection.

The Original Term shall continue for a period of twenty (20) years from the first day of the first month which occurs on or after the commencement date of the Original Term. Promptly after the commencement date of the Original Term, this Lease shall be amended by the parties by an instrument in recordable form setting forth the commencement dates of the Original Term and Extended Terms and the date of termination of the last Extended Term.

Section 2.6. Extended Terms. At the expiration of the Original Term, Tenant shall have the right and option to extend this Lease for seven (7) Extended Terms of five (5) years each, upon the same terms and conditions as herein contained, except as otherwise specifically provided in this Lease. Each option for an Extended Term shall be exercised by Tenant giving Landlord written notice of its intention so to do at least one (1) year prior to the expiration of the then current Term.

Article 3. RENT

Section 3.1. Initial Term. Neither rent or other charges shall be payable by Tenant during the Initial Term.

Section 3.2. Preliminary Term. There shall be no rent during the Preliminary Term unless during such Term Tenant shall open the Demised Building for business with the public. In such event, upon such opening percentage rental, if any, under Section 3.6 and any other sums payable by Tenant under this Lease shall begin to accrue and rent shall begin to accrue at the rate of \$500,000 per annum, and all of the same shall be paid to Landlord when and if the Original Term commences, subject to Tenant's rights under Article 25.

Section 3.3. Original Term. During the Original Term, Tenant shall pay the following rentals (as used below, a year shall mean a one year period commencing on the first day of the first month occurring on or after the date of commencement of the Original Term, or on an anniversary of the first day of the first month occurring on or after the date of commencement of the Original Term):

First (1st) through tenth (10th) Years
(including any portion of the month
during the Original Term prior to the
first year): \$500,000 per annum

Eleventh (11th) through fifteenth
(15th) Years: \$605,000 per annum

Sixteenth (16th) through twentieth
(20th) years: \$665,500 per annum

Section 3.4. Extended Terms. During the exercised Extended Terms, Tenant shall pay the following rentals:

(a) First Extended Term: \$ 765,325 per annum

(b) Second Extended Term: \$ 880,012 per annum

(c) Third Extended Term: \$1,012,014 per annum

(d) Fourth Extended Term: \$1,163,816 per annum

(e) Fifth Extended Term: \$1,338,388 per annum

(f) Sixth Extended Term: \$1,539,146 per annum

(g) Seventh Extended Term: \$1,770,018 per annum

Section 3.5. Payment of Rental. The foregoing rental shall be payable in equal monthly installments in advance on the first day of each month. Rental for any period of less than one (1) full calendar month shall be payable as apportioned pursuant to Section 28.2. If the Original Term commences on other than the first day of a month, the apportioned monthly rental shall be payable on the first day of the next succeeding month.

Section 3.6. Percentage Rental. In addition to the rentals set forth in Sections 3.3 and 3.4, Tenant will pay Landlord for each Lease Year, if earned, an annual amount equal to three-tenths of one percent (0.3%) of the amount, if any, by which Gross Sales (as defined in Section 3.7) from the Demised Premises in each Lease Year shall exceed \$35,000,000.

Section 3.7. Gross Sales. "Gross Sales" for the purpose of computing the percentage rental shall include all amounts received upon the sale of goods or performance of services to customers on or from the Demised Premises but shall not include (a) the purchase price of all returned merchandise which is refunded or credited to the purchaser, (b) all receipts (including premiums, commissions and payments) from lockers, weighing machines, stamp machines, public telephones, pay toilets, travelers checks, money orders, cashing and issuing of checks, payments of utility bills or like services and the sale of postage stamps and licenses to the public, (c) sums or credits received in settlement of claims for loss or damage to merchandise, (d) all sales, use, excise, gross receipts, value added, retailer's occupation or other similar taxes, whether now or hereafter imposed, and by whatever name, which are based upon the gross receipts or upon the sale or sales price of merchandise or services sold from the Demised Premises and which must be paid whether or not collected from customers, (e) the return or transfer of merchandise from the Demised Premises to other stores or warehouses of Tenant, its affiliated companies or the occupant of the Demised Premises, (f) returns to vendors or suppliers, (g) charges paid or payable by customers for mailing or delivery of merchandise, (h) service charges, interest and collection expenses received or receivable from customers for sales on credit, (i) the net amount of discounts allowed to any customer, including but not limited to, discounts allowed by way of or resulting from the issuance to customers of trading stamps or other evidences of purchase for immediate or future exchange for merchandise or other things of value, (j) merchandise or other things of value issued in redemption of trading stamps or other evidences of value or issued as a premium or otherwise in connection with any sales promotion program, or (k) the sale of lottery and other tickets. Gross Sales, however, shall include the commissions received from the sale of lottery and other tickets. Sales of merchandise or services by licensed departments or concessions shall not be included in Gross Sales, but all amounts received by Tenant from the licensee or concessionaire shall be included in Gross Sales.

Section 3.8. Payment of Percentage Rental. The payment of percentage rental pursuant to Section 3.6, if any shall be due, shall be made to Landlord on or before sixty (60) days after the end of each Lease Year. With such payments, Tenant will furnish Landlord with a statement supporting such rental payment, certified as correct by Tenant's accounting department. If Landlord has not raised any question of the accuracy of such statement within one (1) year after receipt of the same, such statement shall be conclusive as to accuracy, and Tenant shall not be required to make any further accounting for such year. If this Lease be terminated on other than the last day of a Lease Year, the applicable percentage rental stop

figure under Section 3.6 shall be equitably apportioned in determining the percentage rental due for the partial Lease Year.

Section 3.9. Periods during which Percentage Rental is Not Payable. Nothing contained in Section 3.6 shall be deemed or construed to require that the Demised Building remain open for business. The Demised Building may be closed from time to time and at any time, for such periods as Tenant may elect, and during all such periods when the Demised Building is closed for business, Tenant shall have no liability to Landlord for percentage rental or any amounts in lieu thereof; it being agreed that Tenant's liability for percentage rental shall be limited solely to Gross Sales actually made from the Demised Premises.

Article 4. CONSTRUCTION OF IMPROVEMENTS

Section 4.1. Construction of Demised Building and Other Work. Tenant, at its expense (subject to Section 4.2) and in accordance with plans and specifications prepared by Tenant (hereinafter referred to as plans and specifications), will (a) construct on the Demised Premises a supermarket type building containing not less than 50,000 square feet and not more than 60,000 square feet of floor area, with loading docks, and (b) perform the work described in Exhibit C hereto on that portion of the Shopping Center outlined in red on Exhibit A-2. Such construction and work shall be completed with reasonable diligence, subject to delay arising from Unavoidable Delays. Copies of such plans and specifications shall be delivered to Landlord from time to time as the same are prepared.

Tenant's general contractor shall be credit-worthy and bondable. If Landlord so requests in a timely manner, Tenant shall require its general contractor to provide performance and payment and lien bonds in such amounts as Landlord shall reasonably request, the cost of the same to be paid by Landlord on demand. Landlord acknowledges that Tenant may act as general contractor for portions of its work and that no bond will be required from Tenant in such event or from any subcontractors.

Section 4.2. Landlord's Contribution. As soon as reasonably possible, but not more than ninety (90) days, after substantial completion of the Demised Building and the work described in Exhibit C (as certified by Tenant's architect and, if the First Institutional Mortgagee which has issued the commitment described in Section 2.2 (g) shall so require, by such Mortgagee's engineer, provided that the certification by such engineer shall not be unreasonably withheld or delayed) and regardless of whether or not Landlord has completed its work described in Section 4.3, Landlord shall pay to Tenant the sum of \$2,950,000 (representing \$164,000 for the work described in Exhibit C and \$2,786,000 for construction of the Demised

Building) in immediately available funds to partially reimburse Tenant for the cost of construction of the Demised Building and such work. In the event Landlord shall fail to pay such sum to Tenant and as long as this Lease shall be in effect, Tenant shall be entitled to exercise any and all of its rights under this Lease, including, without limitation, under Article 25. Until all such sums shall have been paid to Tenant and as long as this Lease shall be in effect, Tenant shall be deemed the owner of the Demised Building and shall be entitled to (a) depreciation and all other tax benefits relating to the Demised Building, (b) all insurance proceeds and eminent domain awards relating to the Demised Building and (c) make such alterations and additions to the Demised Building as it may determine upon (without regard to any other provision of this Lease), provided, however, that Tenant shall have no right to sell, transfer or mortgage the Demised Building (except in connection with an assignment of this Lease). In the event the conditions described in Section 2.5(a) and (b) shall have been satisfied but the Original Term shall not have commenced because Landlord has not paid to Tenant the sum payable under this Section 4.2, Tenant may terminate this Lease by notice to Landlord at any time prior to the payment of such sum. Such termination shall not affect Landlord's obligation to pay such sum to Tenant but shall discharge Tenant from all of its obligations under this Lease.

*Deleted
3-31-90
amc/mj*

In the event that Tenant has not substantially completed construction of the Demised Building and the work described in Exhibit C within one year after commencement of the Preliminary Term (such one-year period to be extended for periods of Unavoidable Delays), Tenant shall reimburse Landlord for any mortgage commitment fee (computed on a mortgage principal amount not exceeding \$3,100,000 and at a rate not exceeding 2% per year) payable under Landlord's mortgage commitment beginning with the expiration of such one-year period (as so extended) until such time as the Demised Building and the work described in Exhibit C shall be substantially completed.

Section 4.3. Improvements to Shopping Center. Landlord, at its expense, shall use its best efforts to complete the improvements described in Exhibit D hereto on the portions of the Shopping Center not outlined in red on Exhibit A-2 prior to Tenant's opening the Demised Building for business with the public, and in any event shall complete the same within sixty (60) days after such opening. Notwithstanding the preceding sentence, all of the improvements described in Exhibit D which are within 300 feet of the customer entrances to the Demised Building shall be completed prior to Tenant's opening the Demised Building for business with the public. Upon completion of such improvements, Landlord shall deliver a certificate to such effect to Tenant, and Tenant shall pay to Landlord an amount equal to the product of (a) Landlord's out-of-pocket

costs of completing such improvements and (b) a fraction, the numerator of which shall be the floor area of the Demised Building and the denominator of which shall be the floor area of all buildings in the Shopping Center (provided that in no event shall such amount be due and payable prior to the time Landlord shall have paid to Tenant the amount set forth in Section 4.2). Landlord shall provide Tenant with such verification of such costs as Tenant shall request. Landlord will maintain records of such costs for at least one year, and such records shall be open to Tenant's inspection during business hours.

Section 4.4. Approvals and Permits. Landlord agrees, at its expense, to cooperate with Tenant to obtain all approvals and permits, including permits for Tenant's signs, required for construction of improvements called for by Section 4.1 in accordance with Tenant's plans and specifications therefor. Landlord will procure, at its expense, all approvals and permits required for construction of improvements in the Shopping Center called for by Section 4.3, except as may be otherwise provided in Section 2.2. Tenant shall furnish Landlord with copies of all such approvals and permits.

Section 4.5. Tenant's Right of Termination; Landlord's Right of Termination. If, even though Tenant shall have proceeded with reasonable diligence (except for delays arising from Unavoidable Delays) after commencement of the Preliminary Term to construct the Demised Building :

(a) Tenant shall not substantially complete construction of the Demised Building within thirty (30) months from the commencement of the Preliminary Term (whether or not there have been any Unavoidable Delays), or

(b) Tenant shall be enjoined by a Court order from completing construction of the Demised Building and such injunction shall continue in effect for more than one hundred twenty (120) days (but this provision shall not apply to a injunction arising from Tenant's action or inaction),

Tenant may at any time thereafter prior to commencement of the Original Term (in the case of such injunction, as long as the same shall remain in effect) terminate this Lease. Such termination shall be effective upon written notice from Tenant to Landlord, and effective upon the giving of such notice of termination Tenant's lease dated August 17, 1962, as amended, (the "Old Lease") of space in the Shopping Center shall be automatically amended as follows without further act or deed:

(a) The provision of Article XIX of the Old Lease that no other space in the Shopping Center shall be used or occupied as, or in connection with, the sale of food for

off-premises consumption shall cease to be of any force or effect with respect to the Demised Premises.

(b) The provision of Article XIX of the Old Lease requiring Tenant's consent to Landlord's renting or leasing any premises with 10,000 square feet or more of floor space in the Shopping Center shall not be applicable to the Demised Premises.

(c) The Old Lease shall terminate if a supermarket containing at least 50,000 square feet of floor area shall open for business in the Demised Premises, such termination to be effective thirty (30) days after such opening just as if such date were the date originally scheduled for expiration of the term thereof. As used in the preceding sentence, "supermarket" shall include a so-called superstore so long as a majority of its selling space is devoted to the sale of food products.

(d) If Landlord shall desire to complete construction of the Demised Building, Landlord shall attempt in good faith to negotiate a lease of the Demised Premises to Tenant. In any event, prior to entering into any lease of the Demised Premises with any prospective tenant, or any other arrangement for the use or occupancy thereof, Landlord shall deliver a written offer to Tenant offering to lease the Demised Premises to Tenant on the same economic terms as Landlord proposes to lease to such prospective tenant, occupant or user of the Demised Premises (who shall be identified in such offer), and Tenant shall have the right, exercisable within thirty (30) days after receipt of such offer, to accept such offer by notice to Landlord, in which event Landlord and Tenant shall enter into a lease for the Demised Premises on the economic terms contained in such offer but otherwise containing all of the other terms and provisions of this Lease excluding, however, Sections 2.3, 2.5(b), 2.5(c), 4.1, 4.2, 4.5 and 27.12 hereof and with such other modifications of this Lease as shall be appropriate in order to make this Lease consistent with such economic terms. Without limiting the foregoing, Landlord shall not be required to negotiate a lease with a prospective tenant prior to delivering any written offer to Tenant required by this Section (i.e., Landlord may only have obtained a term sheet or proposed letter of intent from such prospective tenant). If Tenant shall not accept such offer, Landlord

*Deleted
amended
3-31-90*

may thereafter enter into a lease with the prospective Tenant identified in such offer on the economic terms set forth therein, but not with any other party or on any other economic terms without complying with the preceding sentence by again offering to lease to Tenant as provided therein. For purposes of the preceding sentences, "economic terms" shall mean the rent, additional rent (including percentage rent, real estate taxes, common area maintenance and any other sums payable by either party), term, options to extend and improvements to be constructed by landlord or tenant.

On the effective date of such termination, Tenant shall deliver to Landlord all plans and specifications for construction of the Demised Building, all available drawings showing the as-built status of the Demised Building and, at Landlord's option, provided Tenant is released from all liability under such contracts, assignments (together with consents thereto by each contracting party) of Tenant's contracts with its architect and any contractors involved in the design and construction of the Demised Building which are still in effect.

In the event that Tenant shall terminate this Lease pursuant to this Section, Landlord shall pay to Tenant an amount equal to 50% of all sums expended by Tenant under this Article 4 (not to exceed the maximum amount provided herein to be paid by Landlord to Tenant), such amount to be due and payable on the earlier of (a) one year from the effective date of such termination or (b) the date Landlord shall commence further construction of the Demised Building (in whatever form). "All sums expended" means all direct construction costs and all soft costs related solely to the design and construction of the Demised Building; it does not include legal fees, financing costs (external or internal), salaries and other expenses of Tenant's own employees or general overhead expenses of Tenant.

In the event Tenant shall fail to substantially complete its construction under Section 4.1 within thirty (30) months from the commencement of the Preliminary Term for any reason other than Unavoidable Delays, Landlord shall have the right to terminate this Lease by thirty (30) days' notice, and in the event of such termination:

(a) Landlord shall have no obligation to make any payment to Tenant under this Section 4.5;

(b) If Landlord so elects, Tenant shall demolish the Demised Building and restore the Demised Premises to substantially its condition on the date of this Lease; and

(c) Tenant shall pay to Landlord upon demand the sum of (i) \$50,000 and (ii) 33 1/3% of Landlord's out-of-pocket costs of completing the improvements described in Exhibit D incurred prior to the effective date of such termination, as liquidated damages to cover Landlord's estimated costs and expenses hereunder during the Initial and Preliminary Terms.

Article 5. **FIXTURES**

Section 5.1. **Installation and Removal of Tenant's Fixtures.** Tenant shall have the right to install cases, fixtures and equipment (collectively called trade fixtures) at any time and from time to time. Any trade fixtures which may be placed in or upon the Demised Premises by Tenant shall remain the property of Tenant, and it shall have the right to remove any or all of its trade fixtures from time to time and at any time. Tenant shall promptly repair any material damage caused by such removal. Tenant shall have the right to install any or all of its trade fixtures within the Demised Premises under a lease or lien or title retention device, and Landlord will execute all such releases or waivers as may be reasonably requested by a third party in connection therewith.

Section 5.2. **Tenant's Failure to Remove Fixtures.** Tenant's failure, at termination of this Lease, to remove from the Demised Premises all or any part of such trade fixtures as aforesaid or other personalty shall not be deemed or construed to constitute a holdover by Tenant. Any such trade fixtures or other personalty not removed on or prior to termination of this Lease shall become the property of Landlord and may be removed from the Demised Premises by Landlord, provided that, in the case of any termination of this Lease which is not at the originally scheduled expiration of the term, Tenant shall have thirty (30) days after such termination to so remove the same. Tenant agrees to reimburse Landlord for the reasonable cost of removal of all such property from the Demised Premises.

Article 6. **SIGNS**

Section 6.1. **Tenant's Signs.** Tenant shall have the right to erect signs in or upon the Demised Premises at any time and from time to time in accordance with the By-laws of the Town of Franklin. Tenant will have the right to remove all insignia and other signs or marks identifying Tenant, and all other signs installed by Tenant at any time and from time to time. Tenant shall have the right to erect, maintain and replace a Tenant identification sign at the Chestnut Street entrance, subject to compliance with the By-laws of the Town of Franklin.

Section 6.2. Landlord's Signs. Except for signs (a) which exist on the date of this Lease and (b) signs on the face of buildings which do not extend above such face, Landlord shall have no right to erect signs on the Demised Premises or in the Shopping Center without Tenant's prior written consent, except for normal directional signs in Shopping Center common areas. Tenant hereby consents to Landlord erecting, maintaining and replacing a Shopping Center pylon standard at the East Central Street entrance/exit at the location designated therefor on Exhibit A, and Landlord agrees to maintain the same, at its expense. Landlord, at its expense, shall provide utility lines to such pylon standard for electric service and shall maintain such pylon standard in proper order, condition and repair, including restoring and replacing it if damaged or destroyed. Tenant, at its expense, may install, maintain, replace or remove a sign of such inscription as Tenant may elect on such pylon standard, from time to time and at any time. Tenant's sign shall be placed above all other signs appearing on such pylon standard, except for a sign identifying Ames Department Stores, Inc. or any successor tenant of the space now occupied by it.

Article 7. POSSESSION OF AND ACCESS TO THE DEMISED PREMISES

Section 7.1. Possession of the Demised Premises. Tenant shall have exclusive possession and use of the Demised Premises, including all airspace above and subsurface areas below, provided that Landlord may run to other buildings, through such airspace and subsurface areas, utility lines and mains, if any, as shown on said plans and specifications, so long as they do not materially interfere with Tenant's use of the Demised Premises or make the same hazardous. Except for utility lines and mains shown and designated on said plans and specifications, if any, Landlord shall have no right to run the same through such air space and subsurface areas.

Section 7.2. Access to Demised Premises. Landlord covenants that all entrances, exits, approaches and means of entrance and approach to the Shopping Center and the Demised Premises, as shown on Exhibit A, shall not be interrupted or disturbed by any act of Landlord after the commencement of the Original Term of this Lease, and that Tenant, its customers, employees and business invitees, at all times shall have unobstructed vehicular and pedestrian ingress and egress between each of the entrances to the Shopping Center, the common areas of the Shopping Center and the Demised Premises and public streets or highways, as shown on Exhibit A, provided, however, that there may be reasonable temporary obstructions thereof in connection with repairs and maintenance so long as there shall be other reasonable and suitable access ways for ingress and egress which remain unobstructed.

Section 7.3. Landlord's Covenants of Light and Air. Landlord covenants that all light and air now enjoyed by the Demised Premises shall not be interrupted or disturbed by any act of Landlord during any term of this Lease.

Article 8. TITLE WARRANTIES

Section 8.1. Landlord's Warranty of Title. Landlord covenants it shall not grant easements, accept restrictions or enter into agreement which would prevent or impair Tenant's use of the Demised Premises or the Shopping Center common areas in accordance with this Lease. Landlord shall keep the Shopping Center at all times free of liens for labor and materials, except for liens or encumbrances arising from construction by Tenant.

Section 8.2. Zoning, etc. Landlord warrants that, as of the date of this Lease, the property described in Exhibit B is zoned for operation of a Shopping Center, and there are no zoning by-laws, laws, ordinances, regulations, rules, notices or decrees which would prevent or impair Tenant's use of the Demised Premises or Shopping Center common areas in accordance with this Lease except for the Water Resource District requirements of the Town of Franklin. Landlord covenants, at its expense, to comply with all governmental requirements in constructing improvements required by Section 4.3 of this Lease, in order that the same may be available for use by Tenant upon the commencement of the Original Term of this Lease.

Section 8.3 Title Exceptions. Landlord covenants that there are no provisions of leases, tenancies, easements, restrictions and agreements which could adversely affect Tenant's use or occupancy of the Demised Premises or use of the Shopping Center common areas, except as otherwise expressly set forth herein.

Section 8.4. Memorandum of Lease; Commencement Date Agreement. Landlord agrees to execute a Memorandum of Lease and, when the same is determined, an agreement setting forth the date of commencement of the Original Term, each in form satisfactory to Tenant. The same may be recorded at Tenant's expense.

Section 8.5. Proof of Title. Within thirty (30) days after recording such Memorandum of Lease, Landlord will furnish to Tenant, without cost to Tenant, a title report issued by a reputable title company, showing Landlord's title to the property described in Exhibit B is in accordance with the provisions of this ARTICLE 8. Such title report shall be effective as of a date after the recording date of such Memorandum of Lease.

Section 8.6. Tenant's Right to Quiet Enjoyment. Tenant shall during the term or terms demised and any extensions thereof, freely, peaceably and quietly occupy and enjoy the full possession of the Demised Premises and use of Shopping Center common areas, with the improvements and appurtenances belonging to the Demised Premises and such common areas, and the rights and privileges herein granted, without molestation or hindrance, lawful or otherwise.

Section 8.7. Additional Right of Tenant. In the event either of the conditions described in Sections 2.2(e) or 2.2(f) shall not be satisfied on or before the time provided in Article 2 or Landlord shall not deliver possession of the Demised Premises when and as required by this Lease, and if Tenant shall therefor terminate this Lease, Landlord agrees to pay to Tenant upon demand the sum of \$200,000 as liquidated damages representing Tenant's estimated costs and expenses hereunder during the Initial Term.

Article 9. SHOPPING CENTER

Section 9.1. Location and Use of Common Areas. The location and size of the other buildings in the Shopping Center, the layout of the parking and service areas and access and service roads of the Shopping Center and the approximate location of the Demised Building are designated and fixed on Exhibit A. All that portion of the Shopping Center not designated as building, future-building area, or service areas on Exhibit A shall be maintained at all times as a common area for the use of all tenants of the Shopping Center, their customers, business invitees and employees, without charge, and no part thereof shall be improved with additional buildings or other structures without the prior written consent of Tenant. No building shall be constructed in the Shopping Center which is more than one story in height. Landlord will, at all times, maintain a minimum of 800 parking spaces for automobiles in the parking areas shown on Exhibit A. Notwithstanding any other requirements, Landlord will maintain in the Shopping Center parking spaces for at least five (5) cars for each 1,000 square feet of floor area in buildings located in the Shopping Center. All parking spaces shall be laid out as shown on Exhibit A and shall be in accordance with Tenant's specifications shown on Exhibit A. The parking area shall not include sidewalks, service areas, access roads and planted areas. Landlord covenants that no party or persons will be permitted to conduct any promotional or merchandising activities in the Shopping Center common areas within three hundred (300) feet of the customer entrances to the Demised Building.

Section 9.2. Tenant's Sidewalks. Tenant agrees that, after commencement of the Original Term, other tenants of the

Shopping Center, and their customers, business invitees and employees shall have the right to use the sidewalks on the Demised Premises (i.e., sidewalks shown as shaded on Exhibit A) as a pedestrian passageway. Nothing herein shall be deemed to prohibit Tenant from constructing a cart corral on the sidewalks on the Demised Premises or otherwise using such sidewalks for promotional and merchandising activities, so long as a sufficient portion of such sidewalk remains open and unobstructed for use as a pedestrian passageway.

Section 9.3. Shopping Center Use Restrictions. No part of the Shopping Center shall be used as an adult book store, movie theater, bar (unless operated in conjunction with a restaurant), tavern, gym, automotive repair facility, dance hall, massage parlor, bowling alley, skating rink or car wash or for the renting, leasing or sale of or displaying for the purpose of renting, leasing or sale of any motor vehicle, trailer or boat. As long as any lease of the premises leased to Ames Department Stores, Inc. as of the date of this Lease (the "Ames Premises") shall contain any restriction on the use of the Demised Premises (including, without limitation, a restriction such as that described in Section 9.4), no part of the Ames Premises shall be used for the operation of a food supermarket or for the sale of groceries, meat, fish, fruits, vegetables, bread, milk, pastry, or delicatessen except that two thousand (2,000) square feet of store sales area in the Ames Premises may be devoted to the display and sale of such food or food products as are part of Ames Department Stores, Inc.'s (or its successor's) general business operations in many of its stores or those of its subsidiaries. The term "store sales area" wherever used in this Section is hereby defined to mean and include the area between wall and center of aisle, or the area from the center of aisle to rear of display, as the case may be, and as may be appropriate. Nothing herein contained shall restrict the amount of selling space that may be used in the Ames Premises for the sale of food intended to be consumed on the premises or for the sale of food in or from any restaurant or other eating place in the Ames Premises and/or in or from any catalogue store or department in the Ames Premises.

Section 9.4. Restrictions Relating to Discount Department Store. So long as any part of the Ames Premises shall be leased to Ames Department Stores, Inc. and operated as a department store or a junior department store, the Demised Premises shall not be used for a self-service department store or discount department store or a so-called retail catalog showroom of the type now operated under the trade name "Service Merchandise" or "Naums".

Section 9.5. Additional Restrictions. No medical or dental offices, health spa or studio, training, educational or entertainment facility or professional or business offices shall be located outside of the Demised Premises within three

hundred (300) feet of the customer entrances to the Demised Building.

Article 10. CASUALTY DAMAGE OR DESTRUCTION TO IMPROVEMENTS ON THE DEMISED PREMISES

Section 10.1. Tenant's Property Damage Insurance. Tenant agrees that it will at all times after the commencement of the Preliminary Term, at its expense, keep the Demised Building insured under a standard fire insurance policy with standard extended coverage endorsement (or all risk builders risk insurance during construction of the Demised Building), including rental insurance, in an amount not less than one hundred percent (100%) of its insurable value (as defined in Section 27.10) provided, however, the proceeds of such insurance may be paid on the basis of actual cash value (as defined in Section 27.11) if a party, other than Tenant, restores any of the improvements covered by such insurance. Such insurance shall be carried in the name of Landlord, its first institutional mortgagee, if any, and Tenant, as their interest may appear, and shall provide for at least ten (10) days prior notice of cancellation to the named insureds. Certificates of the insurer evidencing insurance carried on or respecting the Demised Building shall be deposited with Landlord prior to commencement of the Preliminary Term and thereafter from time to time upon Landlord's request. Subject to Section 10.5, the proceeds of insurance payable with respect to damage or destruction of the Demised Building shall be paid and held and disbursed by Landlord's first institutional mortgagee, or if there be none, by Landlord and Tenant, as a Trust Fund for the purpose of paying the cost of restoring the Demised Building in accordance with Section 10.2. Should any amount of insurance proceeds remain after completion of and payment for the work performed, such amount shall be released to and retained by and belong to Tenant. Tenant shall have the right and authority to adjust losses and execute proofs of loss under such policies in the name of Landlord, Tenant, Landlord's first institutional mortgagee, other named insureds, and all of them, provided Tenant has not exercised a right of termination of this Lease pursuant to Section 10.4. Landlord shall not carry any insurance on the improvements on the Demised Premises without Tenant's prior written consent. Tenant agrees it will give written consent provided such insurance carried by Landlord does not reduce or limit recovery under insurance policies maintained by Tenant. Tenant may, in lieu of such insurance, insure the Demised Building against such loss or damage as a self-insurer, provided, however, that during any period Tenant is a self-insurer in amounts in excess of insurable deductibles of \$500,000 maintained in connection with such insurance, it shall be required to maintain a net worth, as determined in accordance with standard accounting procedures, of at least \$50,000,000. Notwithstanding anything

to the contrary herein provided, all proceeds of insurance payable with respect to damage or destruction of Tenant's property, including, but not limited to, Tenant's cases, fixtures, equipment and merchandise, shall be paid to, and retained by, Tenant.

Section 10.2. Restoration by Tenant. Subject to Section 10.3 hereof, Tenant, at its sole cost and expense, shall restore the Demised Building in the event it is damaged or destroyed by casualty occurring after the commencement of the Original Term. In making such restoration, Tenant, at its election, may make alterations or changes in the improvements being restored so long as the Demised Building shall contain not less than 50,000 square feet and not more than 60,000 square feet of floor area, but no such alteration or change shall be deemed to amend the rent payable under Article 3 hereof. The structural aspects of Tenant's plans and specifications for such restoration shall be subject to the approval of Landlord's First Institutional Mortgagee (if any), which approval shall not be unreasonably withheld or delayed. In no event shall additions, deletions or modifications of doors and windows be considered structural even if the same are moved to other locations, enlarged, reduced or the like. The rent, or a just and proportionate part thereof according to the nature and extent of the injuries sustained, shall be abated until 30 days after the Demised Building shall have been restored.

Section 10.3. Tenant's Right of Termination. Tenant, at its option, shall have the right to terminate this Lease if the Demised Building is damaged or destroyed, and such damage or destruction:

- (a) occurs during the last Lease Year of the Original Term or the last Lease Year of a five (5) year Extended Term, and Tenant has not then exercised an option for any further five (5) year Extended Terms, or
- (b) occurs during any of the four Lease Years preceding the final Lease Year of the Original Term or during any of the four Lease Years preceding the final Lease Year of any Extended Term, and Tenant has not then exercised an option for any further five (5) year Extended Term, and the cost of restoration of the damage or destruction exceeds the below described percentage of the insurable value of the Demised Building on the date immediately preceding said damage or destruction, or

(c) is caused by an Uninsured Casualty, as defined in Section 27.6, regardless of whether Tenant is then a self-insurer, in whole or in part, and the costs of restoration of the damage or destruction exceed the below described percentage of the actual cash value of Demised Building on the date immediately preceding said damage or destruction.

The percentage applicable to (b) and (c) above shall be determined as follows:

If damage or destruction occurs in any of the following Lease Years preceding the final Lease Year:	Then the percentage shall be:
Fourth (4th) such Lease Year:	25%
Third (3rd) such Lease Year:	20%
Second (2nd) such Lease Year:	15%
First (1st) such Lease Year:	10%

Section 10.4. Tenant's Exercise of its Right of Termination. Tenant shall exercise its option to terminate hereunder by giving written notice to Landlord within sixty (60) days of the occurrence of said damage or destruction, with termination to be effective on the date specified in such notice or sixty (60) days after the date said notice is sent, whichever occurs later. If there be termination hereunder, Tenant shall have no obligation to restore pursuant to the provisions of Section 10.2.

If Tenant elects not to terminate hereunder because of damage or destruction on one occasion, such election shall not be deemed to preclude Tenant from terminating hereunder with respect to subsequent damage to or destruction of improvements on the Demised Premises.

Section 10.5. Disposition of Insurance Proceeds. If this Lease is terminated pursuant to Section 10.4 or pursuant to any other provision of this Lease, all insurance proceeds payable with respect to damage or destruction of Tenant's property, including, but not limited to, Tenant's cases, fixtures, merchandise and equipment, shall belong to, and be retained by, Tenant. Subject to the preceding sentence, upon termination of this Lease pursuant to Section 10.4 or any other provision of this Lease, all insurance proceeds payable with respect to damage or destruction of improvements on the Demised Premises, as well as insurance proceeds held in Trust under Section 10.1, shall be paid in the following amounts and order:

- (a) First, to Tenant, to extent Tenant has not been reimbursed for costs of restoration of damage and destroyed improvements on the Demised Premises incurred after such damage or destruction;
- (b) Second, to the first mortgagee of the Demised Premises to the extent of its mortgage debt, but not exceeding an original principal amount of \$2,950,000,
- (c) Third, to Tenant in an amount equal to the Unamortized Value of Tenant's Excess Construction Costs (as defined in Section 27.12) at termination of this Lease; and
- (d) The balance, if any, shall be paid to Landlord and the first mortgagee of the Shopping Center.

Notwithstanding the foregoing:

- (a) If Landlord shall not have paid to Tenant any amount payable under Section 4.2, such amount shall first be paid to Tenant (with interest as provided in Section 25.3), prior to any of the payments set forth above; and
- (b) If this Lease shall have been terminated pursuant to Section 4.5, all such insurance proceeds shall be paid to Tenant, and Landlord shall have no obligation to make any payment to Tenant under Section 4.5.

Article 11. CASUALTY DAMAGE OR DESTRUCTION TO IMPROVEMENTS IN THE SHOPPING CENTER

Section 11.1. Landlord's Obligation to Restore. In the event there shall be damage or destruction to any of the buildings in the Shopping Center other than the Demised Building which renders any building untenable in whole or in part, or there shall be any damage or destruction of the paving on the service areas or sidewalks on the Demised Premises or if there is any damage or destruction of Shopping Center common areas, Tenant shall notify Landlord thereof, and Landlord shall diligently repair and restore the same at its expense, and, without limiting Tenant's other rights and remedies if Landlord shall fail to do so diligently, Tenant, at its option, shall have the right to terminate this Lease if Landlord shall fail to complete such repair and restoration within six (6) months after Tenant shall have notified Landlord of such damage or destruction.

Notwithstanding the foregoing provisions of this Section 11.1:

- (a) In the event of minor damage to any building in the Shopping Center (other than the Demised Building) and if such damage is not visible to users of the Shopping Center and does not otherwise detract from the appearance or operation of the Shopping Center and if the affected space is not leased to a tenant, Landlord shall have the right to defer the repair and restoration of such area until it shall obtain a tenant for such space as long as Landlord shall use reasonable efforts to lease such space; and
- (b) In the event of damage to any building in the Shopping Center (other than the Demised Building) and if the total of the floor area affected thereby and the aggregate floor area which the Landlord has previously elected not to restore under this clause (b) shall not exceed 20,000 square feet, then Landlord shall not be required to repair and restore such area, provided that Landlord shall promptly raze the same, remove all debris, fill in any holes and restore the area to a safe and attractive condition.

Section 11.2. Notice of Termination. Tenant shall exercise its right to terminate under Section 11.1 by giving written notice thereof to Landlord within thirty (30) days after occurrence of the condition giving rise to Tenant's right to terminate, with the date of termination to be the date set forth in said notice or 180 days after the date said notice is sent, whichever first occurs.

Section 11.3. Abatement of Rent and Charges. Tenant shall be entitled to a suspension and abatement of rent and other charges payable by it under this Lease during periods business operations cannot be reasonably conducted on the Demised Premises because of any damage or destruction within the Shopping Center, including paving on the service areas and sidewalks on the Demised Premises, but excluding other improvements on the Demised Premises, or because of restoration thereof.

Article 12. CONDEMNATION

Section 12.1. Act of Governmental Authority. If, (i) the operation of a supermarket on the Demised Premises or use of the Shopping Center common areas in accordance with this Lease at any time hereafter becomes unlawful by reason of any action

of any governmental authority, or (ii) if there is a denial by any governmental authority of access between the Shopping Center and any public street or highway by way of any of the entrances and/or exits shown on Exhibit A, or (iii) if under the power of eminent domain, any part of the Demised Building or any part of the service areas accessory to said Building, or ten percent (10%) or more of the parking area enclosed in a circle having a radius of three hundred (300) feet and its center at the main entrance to the Demised Building is taken by one or more takings, or (iv) if a taking by condemnation results in the parking being less than eighty percent (80%) of that required under ARTICLE 9, then, in any such event, Tenant, at its option, may terminate this Lease by written notice given to Landlord.

Section 12.2. Obligation of Landlord to Restore and Abatement of Rent. If Tenant elects not to terminate or if the condemnation is not such a taking as would entitle Tenant to terminate this Lease, Landlord agrees to restore, as far as is possible, the balance of the Demised Premises, including the Demised Building, and Shopping Center remaining after the taking to the condition immediately prior to said condemnation. There shall be an equitable abatement of the rent and other charges until such restoration shall be completed and an equitable abatement of rent and other charges thereafter.

Section 12.3. Notice of Condemnation. Landlord shall advise Tenant in writing immediately upon receipt of notice of commencement of proceedings by any person or governmental body to acquire the Demised Premises or any part thereof or the Shopping Center or any part thereof through exercise of the right of eminent domain.

Section 12.4. Condemnation Damages and Awards. If there is no termination of the Lease because of a taking by eminent domain, Tenant shall assign to Landlord all Tenant's interest in any condemnation damages, except for such damages payable with respect to property which Tenant owns, and damages payable to Tenant which will not reduce the damages payable to Landlord or those claiming through Landlord. If there is termination of this Lease hereunder, Tenant shall have the right to all condemnation damages to which it is entitled for loss of its leasehold under state and federal law, and, in addition, Tenant shall be entitled to receive from the condemnation damages an amount equal to the Unamortized Value of Tenant's Excess Construction Costs (as defined in Section 27.12) at termination. Notwithstanding the foregoing, Tenant's aforesaid rights to condemnation damages shall be subject to the rights of the First Institutional Mortgagee providing the permanent financing for the Shopping Center, to the extent of the principal balance due on its mortgage as of the date condemnation damages are paid, to the extent other condemnation

damages are not available to such first institutional mortgagee in the amount of said principal balance due on its said mortgage. Notwithstanding the foregoing, if Landlord shall not have paid to Tenant the amount payable under Section 4.2, such amount shall be first paid to Tenant (with interest as provided in Section 25.3) prior to any of the payments set forth above.

Section 12.5. Conveyance in lieu of Condemnation. A taking by condemnation shall include a conveyance in lieu thereof, and condemnation damages shall include the proceeds from any conveyance in lieu of condemnation.

Article 13. TENANT'S REPAIR OBLIGATIONS

Section 13.1. Maintenance and Repair of the Demised Premises by Tenant. Except as hereinafter provided, Tenant shall keep the Demised Building (including the heating, ventilating and air conditioning system, the roof and all mechanical, wiring, electrical, plumbing and other equipment and systems) in serviceable order, condition and repair. This Section shall not apply in the event of damage or destruction by fire, casualty, or other occurrence, condemnation or any other event specifically provided for elsewhere in this Lease.

Section 13.2. Maintenance and Repair of the Demised Premises by Landlord. Notwithstanding the provisions of Section 13.1, Landlord, at its expense, shall be responsible for performing Tenant's obligations under Section 13.1, if, subject to Section 20.3, the need for the same shall have arisen from the negligence of Landlord, its agents, employees, contractors, or subcontractors.

Section 13.3. Delivering up of Demised Premises by Tenant. Subject to the provisions of Section 10.3 and Section 10.4, upon termination of this Lease, Tenant shall deliver up the Demised Premises in serviceable order, condition and repair, wear and tear and repairs and work Landlord is obligated to do under this Lease excepted.

Section 13.4. Repairs at the End of a Term. If during the last two (2) Lease Years of the Original Term or during the last two (2) years of any exercised five (5) year Extended Term, Tenant shall be required to do work pursuant to Section 13.1, which costs in the aggregate more than Fifty Thousand Dollars (\$50,000) in any one Lease Year, and Tenant has not then exercised an option for a further five (5) year Extended Term, Landlord shall reimburse Tenant for costs of such work in excess of Fifty Thousand Dollars (\$50,000) in the aggregate in each Lease Year in an amount equal to the product of said excess cost multiplied by a fraction, the numerator of which shall be the number of months elapsed in the two (2) year period at the time of completion of such work, and the

denominator of which shall be twenty-four (24). If Tenant subsequently exercises an option for a five year Extended Term, it will refund to Landlord any payment which Landlord has made pursuant to the provisions of this Section at the time of exercising the option.

The amount of Fifty Thousand Dollars (\$50,000) set forth in this Section 13.4 shall be adjusted to reflect any increase in the cost of living based upon the "Revised Consumer Price Index for All Urban Consumers, U.S. City Average, all items - Series A (1967 = 100)" (hereinafter referred to as the "Index") published by the Bureau of Labor Statistics of the United States Department of Labor. The adjustment shall be calculated by multiplying the amount of Fifty Thousand Dollars (\$50,000) by a fraction the numerator of which shall be the Index number for the month in which any such work shall have commenced and the denominator of which shall be the corresponding Index number for the month in which the commencement date of the Initial Term occurred. If the above described fraction shall be less than 1, the adjustment shall not be made. In the event the publication of the Index shall be discontinued, there shall be made in the method of calculation here provided such revision as the circumstances may require to carry out the intent of this provision.

Article 14. SHOPPING CENTER REPAIRS AND MAINTENANCE BY LANDLORD

Section 14.1. Repairs of the Shopping Center by Landlord. Landlord agrees, at its expense, to make all repairs and replacements to all common areas and improvements thereon (including, but not limited to, paving, lighting facilities, signs and sign standards and other structures), sidewalk paving on the Demised Premises, paving for service areas (including those on the Demised Premises), all other portions of the Demised Premises on which the Demised Building is not located, and pipes and lines for water, sewer, gas, oil, electricity and other utilities including those serving the Demised Premises, which are necessary to keep the same in good working order and condition, including any repairs, replacements, alterations or changes required by governmental authorities having jurisdiction over the Shopping Center or any utilities supplying service to the Shopping Center.

Section 14.2. Maintenance of the Shopping Center by Landlord. Landlord agrees to keep all common areas, service areas (including those on the Demised Premises) and sidewalks on the Demised Premises and all other portions of the Demised Premises on which the Demised Building is not located, free and clear of snow, ice and debris, and properly lighted for at least one hour after Tenant's Demised Building closes for business. Landlord also shall keep Shopping Center parking areas and access roads clearly striped. For each Lease Year,

Tenant shall pay Landlord a sum equal to the product of (a) the costs in such Lease Year incurred by Landlord under this Section 14.2 for the removal of snow, ice and debris, striping and lighting (i.e., charges for electrical usage), the non-capitalizable expenses incurred by Landlord in such Lease Year under Section 14.1, plus an administrative charge equal to 5% of the foregoing costs, and Landlord's costs for liability insurance under Section 20.2 in such Lease Year, and (b) a fraction, the numerator of which shall be the floor area of the Demised Building and the denominator of which shall be the floor area of all buildings in the Shopping Center during such Lease Year. During the Original Term and any exercised Extended Term and during any portion of the Preliminary Term while Tenant is open for business with the public, Tenant will make monthly payments on account of its obligation under this Section 14.2. During the first Lease Year, such monthly payments shall be in the amount of \$2,322 and during subsequent Lease Years shall be one-twelfth of the amount payable by Tenant for the preceding Lease Year. Within 30 days after the end of each Lease Year, Landlord shall provide Tenant with a detailed statement listing the expenses incurred by Landlord in such Lease Year under this Section 14.2 and certified as correct by an executive officer of Landlord. If Tenant's monthly payments for such Lease Year shall exceed the amount payable by it hereunder for such Lease Year, such statement shall be accompanied by refund of such excess. If the amount payable by Tenant hereunder for such Lease Year shall exceed Tenant's monthly payments for such Lease Year, Tenant shall pay such excess within thirty (30) days after receipt of such statement. Landlord will maintain complete records of its expenditures hereunder for at least one year after Tenant shall have been billed therefor. Such records shall be open to Tenant's inspection during business hours on not more than two occasions in any calendar year.

Article 15. UTILITY CHARGES

Section 15.1. Tenant's Payment of Utility Charges. Tenant will pay for the following charges accruing during the Preliminary Term, the Original Term and any exercised Extended Term:

(a) All bills for gas and electricity consumed in or on the Demised Premises until notice to discontinue said service is served by Tenant upon the utility supplying the same, provided, however, that separate meters shall be installed for all such utilities;

(b) All water consumed on the Demised Premises; service shall be on a separate meter for Demised Building use only;

(c) All sewer service and rental charges during such period for sewage originating from the Demised Building;

(d) Standby charges or similar charges for the sprinkler system in the Demised Building, provided if such charges are not separately assessed against the Demised Building, Tenant shall pay its equitable share of such charges assessed against the Shopping Center.

Section 15.2. Charges for Utility Services Furnished by Landlord. If water, sewer, electricity, gas or any other utility service is available from a municipality or public utility, Tenant shall have the option to purchase same directly from the municipality or public utility. If water, sewer, electricity, gas or any other utility service for which Tenant is bound to pay shall be supplied by Landlord, or by an organization (other than a municipality or public utility) in which Landlord has an interest, Tenant shall not be required to pay for such service at a rate higher than that which the regulatory body controlling such service or supply would permit a municipality or public utility company to charge for similar service or supply, or, if no such rate be ascertainable, Tenant shall not be required to pay more than the rate which would be charged by any municipality or public utility company serving the same territory, or, if there be none, serving the nearest comparable territory, and the conditions under which same is supplied shall be no less favorable than those under which it would be supplied by a municipality or public utility.

Article 16. TENANT'S SHARE OF REAL ESTATE TAXES

Section 16.1. Tenant's Liability for Real Estate Taxes. For each Lease Year during the Original Term and exercised Extended Terms and during any portion of the Preliminary Term while Tenant is open for business with the public, Tenant shall pay to Landlord its proportionate share, as hereinafter defined, of the amount of any real estate taxes levied or assessed on the property described in Exhibit B for such Lease Year. Landlord shall pay all real estate and other taxes and assessments relating to the Shopping Center when due and in any event prior to the imposition of any penalty or interest thereon. If Landlord shall be required to make monthly payments on account of real estate taxes to the initial First Institutional Mortgagee of the Demised Premises, Tenant shall make monthly payments on account of its obligation under this Article 16 for real estate taxes in an amount equal to 1/12 of its share of real estate taxes for the most recent fiscal year for which such taxes are known.

Section 16.2. Tenant's Proportionate Share of Real Estate Taxes. If the Demised Building is not separately assessed, Tenant's proportionate share of real estate taxes on the

property described in Exhibit B shall be an amount bearing the same ratio to the total taxes on property described on Exhibit B during such Lease Year as the total floor area of the Demised Building bears to the total floor area of all buildings on the property described on Exhibit B. If the Demised Building is separately assessed, Tenant's proportionate share of real estate taxes on the property described in Exhibit B shall be the sum of (a) the real estate taxes levied or assessed on the Demised Building (excluding real estates taxes on the land included in the Demised Premises) and (b) the real estate taxes levied or assessed on the land described in Exhibit B, excluding all improvements, multiplied by a fraction, the numerator of which shall be the total floor area of the Demised Building and the denominator of which shall be the total floor area of all buildings on such land.

Section 16.3. Payment by Tenant of its Proportionate Share of Real Estate Taxes. Taxes for periods which do not coincide with a Lease Year shall be apportioned between the Lease Years in which tax periods fall. There shall also be an apportionment between periods when Tenant shall be responsible for real estate taxes as provided herein and periods when Tenant is not so responsible. Payments by Tenant, under this ARTICLE, shall be due ten (10) days after presentation to Tenant of a tax bill or bills covering the amounts claimed, but in no event shall such amount be payable more than ten (10) days before the last date such tax bill may be paid without interest or penalty. Landlord shall pay all real estate taxes when due so as to avoid the imposition of any interest or penalty. Under no circumstances shall Tenant be liable for interest and/or penalties. If there shall be any abatement or refund of taxes paid on the property described in Exhibit B (or any portion thereof), Landlord shall reimburse Tenant in the amount of the proportionate share of refunded taxes paid by Tenant to Landlord hereunder.

Section 16.4. Tax Notices and Tenant's Right to Contest Taxes. Landlord will supply Tenant with photostatic copies of all notices concerning assessments, changes of assessments, tax rates and charges and tax bills, at least thirty (30) days before the last date when Tenant may take appeals or other appropriate legal action in connection with such taxes or assessments on the property described on Exhibit B. Landlord agrees that Tenant may, in its own name or in Landlord's name, prosecute proceedings for abatement or otherwise appeal assessments on the property described in Exhibit B (or any portion thereof), and Landlord agrees to cooperate therein and to execute any necessary papers in connection therewith. Landlord hereby irrevocably appoints Tenant as its agent and attorney-in-fact to execute and deliver any such papers, such appointment being coupled with an interest.

Section 16.5. Reimbursement of Tenant for Counsel Fees and other Expenses on Appeals. If Tenant prosecutes proceedings for abatement or other proceedings to contest or reduce a tax or assessment as aforesaid, and if such proceedings are successful and result in benefit to persons other than Tenant, it shall be entitled to reimbursement of a part of its expense incurred for counsel fees and other expenses in carrying on such proceedings. The amount of reimbursement due Tenant from Landlord shall be a sum bearing the same ratio to the total of such counsel fees and other expenses as the total tax saving to persons other than Tenant in the year affected by the proceedings bears to the total taxes saved in such year as a result of such proceedings. Any amount due Tenant on account of its fees and expenses shall be paid first out of any refund received after payments due Tenant therefrom under Section 16.3, and, if such payment does not fully compensate Tenant, it shall be paid in future years out of the amount of savings accruing in each subsequent year as a result of such proceedings, until the amount due Tenant is completely paid. Such payments in future years shall be made by credits against Tenant's tax obligations.

Article 17. TENANT'S IMPROVEMENTS

Section 17.1. Alterations. Tenant, at its expense, shall have the right to make and remove alterations and additions to and in the Demised Premises and the Demised Building from time to time, including alterations and additions requiring structural changes in the Demised Building, provided that, subject to Articles 10, 11 and 12, the Demised Building shall contain not less than fifty thousand (50,000) square feet and not more than sixty thousand (60,000) square feet of floor area. Any alterations remaining on the Demised Premises at termination of this Lease shall become property of the Landlord and Tenant shall have no obligation to remove the same. The structural aspects of any building addition, reduction or other structural change shall require the approval of Landlord, such approval not to be unreasonably withheld or delayed. In no event shall additions, deletions or modifications of doors, windows or receiving areas be considered structural even if the same are moved to other locations, enlarged, reduced or the like. Tenant shall furnish Landlord with copies of all plans and specifications involving structural alterations to the Building.

Section 17.2. Permits. If Tenant constructs any alterations pursuant to Section 17.1, Tenant, at its expense, shall be responsible for obtaining all governmental permits and approvals required therefor and will construct any such alterations in a good and workmanlike manner and in compliance with all applicable laws and regulations. Landlord agrees Tenant may obtain such governmental permits and approvals in its name or the name of Landlord, and Landlord agrees to execute documents in connection therewith and to fully cooperate with Tenant in obtaining the same. Landlord hereby

irrevocably appoints Tenant as its agent and attorney-in-fact to execute and deliver any such documents, such appointment being coupled with an interest.

Article 18. ASSIGNMENT AND SUBLETTING

Section 18.1. Subletting by Tenant. Tenant shall have the right, without Landlord's consent, to sublet the whole or any part of the Demised Premises.

Section 18.2. Assignment by Tenant. Tenant shall have the right to assign this Lease without Landlord's consent. Notwithstanding any such assignment, Tenant shall remain primarily liable for the full performance of this Lease.

Section 18.3. Merger, etc. This Lease shall, without Landlord's consent, survive a merger or consolidation to which Tenant is a party.

Article 19. TENANT'S RIGHT TO CLOSE ITS BUILDING FOR BUSINESS

Section 19.1. Closing. Landlord agrees that nothing in this Lease shall be construed as compelling Tenant to keep its Demised Building or the Demised Premises open for business, but Tenant shall have the privilege of closing its Demised Building for business at any time. Any such closing shall not release Tenant from its obligations under this Lease, including the obligation to pay rent under Sections 3.3 and 3.4.

Article 20. INDEMNIFICATION AND WAIVER OF SUBROGATION

Section 20.1. Tenant's Indemnification. During the Preliminary Term, the Original Term and any exercised Extended Term, Tenant shall indemnify and save Landlord harmless from loss or liability by reason of loss of life, personal injury or damage to property occurring in the Demised Building except insofar as the same is due to Landlord's negligence. In connection therewith, Tenant shall maintain during the Preliminary Term, the Original Term and any exercised Extended Term, public liability insurance with at least a single limit of five million dollars (\$5,000,000) (or such higher amount as Landlord may reasonably require from time to time but not in excess of the amount generally maintained by supermarket operators in eastern Massachusetts) for bodily injury and property damage, with Landlord being named as an additional insured if such designation can be obtained. Tenant, at its option, shall have the right to provide such insurance coverage as a self-insurer, provided, however, during any period Tenant shall self-insure hereunder in excess of \$500,000 it shall maintain a net worth of at least \$50,000,000 determined in accordance with standard accounting procedures. The aforesaid insurance shall be with reputable companies authorized to do

business in the state in which the Demised Premises is located. Such insurance policy shall be endorsed that it will not be cancelled or modified without ten (10) days prior written notice to the insureds, provided said endorsement is obtainable. A certificate that the insurance required by this Section is in force shall be delivered to Landlord.

Section 20.2. Landlord's Indemnification. During all terms of this Lease, Landlord shall indemnify and save Tenant harmless from all loss caused to Tenant by, or liability of Tenant for, death of or injuries to any person or persons or damage to property occurring on the Shopping Center common areas or any portion of the Demised Premises on which the Demised Building is not located, however caused, including any of the same which results from Landlord's failure to carry out repairs or maintenance of the Shopping Center common areas or any portion of the Demised Premises on which the Demised Building is not located required under this Lease, excluding any of the same caused by Tenant's negligence. Such obligation to Tenant shall be absolute, and shall not depend on receipt of notice by Landlord of the existence of defects or failure to make repairs. In connection with the foregoing, Landlord shall maintain during all terms of this Lease, comprehensive public liability insurance on the Shopping Center common areas with at least a single limit of Five Million Dollars (\$5,000,000), or such higher amount as Tenant shall reasonably require from time to time, for bodily injury and property damage on an occurrence basis, with Tenant being named as an additional insured. The aforesaid insurance shall be with reputable companies authorized to do business in the state in which the Demised Premises is located. Said insurance policy shall be endorsed that it will not be cancelled or modified without ten (10) days prior written notice to the insureds. A certificate that the insurance required by this Section is in force shall be delivered to Tenant at its request at any time.

Section 20.3. Mutual Waiver re Property Damage. Each party (the "Releasing Party") hereby releases the other party (the "Released Party") from any liability the Released Party would have, but for this Section, to the Releasing Party because of damage or destruction of improvements and property of the Releasing Party in the Shopping Center, caused in whole or part by the negligence or act of the Released Party, its officers, agents or employees, provided the damage or destruction is or would be covered by fire insurance with the broadest form of property insurance generally available, regardless of whether or not such coverage is being carried by Releasing Party. All casualty insurance policies shall contain a waiver of subrogation by the insurer.

Article 21. RELATIONSHIP OF THE PARTIES

Section 21.1 It is hereby understood and agreed that nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being agreed that neither the method of computation of rent nor any other provision herein contained nor any acts of the parties herein shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Article 22. LIENS AND SUBORDINATION

Section 22.1. Priority Liens. Landlord covenants it shall obtain a Non-Disturbance Agreement from each lienholder who holds a priority lien on all or any portion of the property described in Exhibit B, and Landlord, at its expense, agrees to record each such Non-Disturbance Agreement with respect to a priority lien, within thirty (30) days after said lien is imposed or thirty (30) days after the date of this Lease, whichever be later. If Landlord fails to obtain and record any Non-Disturbance Agreement required as aforesaid, Tenant, in addition to its other remedies, may terminate this Lease by written notice to Landlord at any time prior to the obtaining and recording of such Non-Disturbance Agreement. A "priority lien", for the purpose of this Section, is any monetary lien, mortgage, deed of trust or similar encumbrance which has priority over this Lease.

Section 22.2. Subordination. Tenant agrees it shall subordinate this Lease to any mortgage constituting a first lien on the property described in Exhibit B so long as such subordination does not subordinate this Lease to any other interest in the property described in Exhibit B, provided the holder of such mortgage simultaneously furnishes Tenant with a Non-Disturbance Agreement.

Section 22.3. Non-Disturbance Agreement. For the purposes of Sections 22.1 and 22.2, a Non-Disturbance Agreement shall mean an agreement by a lienholder in the form of Exhibit E hereto.

Section 22.4. Attornment. Subject to the provisions of Sections 22.1 and 22.2, Tenant will enter into an agreement with Landlord's first mortgagee covenanting to attorn to any party succeeding to the interest of Landlord pursuant to any proceedings with respect to such first mortgage.

Article 23 NOTICES

Section 23.1. Address and Form of Notice. Whenever notice to Tenant is required in this Lease, it shall mean written

notice by registered or certified mail, or by a national overnight courier service which provides delivery receipts, addressed to Tenant at its Star Market Company Division, 625 Mt. Auburn Street, Cambridge, MA 02138, Attention: Real Estate Department, and wherever notice to Landlord is required, it shall mean written notice by registered or certified mail, or by a national overnight courier service which provides delivery receipts, to Landlord at 125 Moffat Road, Post Office Box 11, Waban, MA 02168, or to such other address as may be duly notified by either party to the other.

Article 24. TENANT'S DEFAULT

Section 24.1. Events of Default. Tenant shall be in default under this Lease if any one or more of the following events (here sometimes called "event of default") shall happen:

(a) if Tenant fails to make payment of any rent or other charges payable under this Lease when and as the same shall become due and payable and such failure shall continue for a period of ten (10) days after written notice from Landlord to Tenant specifying the items which Tenant has failed to pay; or

(b) if Tenant fails to perform or comply with any of the agreements, terms, covenants or conditions in this Lease provided, other than those referred to in the foregoing paragraph (a) of this Section and other than any such failure arising from unavoidable delays, and such failure shall continue for a period of thirty (30) days after written notice from Landlord to Tenant specifying the items which Tenant has failed to comply or perform unless Tenant commences the cure within such thirty (30) day period and diligently prosecutes the cure thereafter.

Section 24.2. Landlord's Remedies for Tenant's Default. In the event of default under Section 24.1 hereof, Landlord, at its option, may terminate this Lease, provided it gives written notice to Tenant within ninety (90) days after the event of default or prior to such event of default being cured, whichever occurs first, specifying such event of default and stating that this Lease is terminated as a result thereof. Upon such termination, all rights of Tenant under this Lease, including any extension privileges, whether or not exercised, shall expire and terminate thirty (30) days after Tenant receives such notice, and Tenant shall remain liable as hereinafter provided.

Section 24.3. Surrender and Repossession. Upon any such termination of this lease pursuant to Section 24.2, Tenant shall quit and peacefully surrender the Demised Premises to Landlord, and Landlord, upon or at any such expiration or termination, may without further notice, enter upon and

re-enter the Demised Premises and possess and repossess itself thereof, by summary proceedings, ejectment or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Demised Premises and may have, hold and enjoy the Demised Premises and the right to receive all rental income of and from the same.

Section 24.4. Reletting. If this Lease shall be terminated pursuant to Section 24.2, Landlord may relet the Demised Premises or any part thereof.

Section 24.5. Tenant's Continuing Obligations. No such termination of this Lease pursuant to Section 24.2 shall relieve Tenant of its liability and obligation under this Lease, whether or not the Demised Premises shall be relet. In any such event, Tenant shall pay Landlord the net rent and all other charges required to be paid by Tenant up to the time of termination. Thereafter:

(a) Tenant, until the end of the term of this Lease, or what would have been such term in the absence of any such event of default, shall be liable to Landlord as damages for Tenant's default, in the following amounts:

(i) So long as no part of the Demised Premises are occupied or leased, an amount equal to continuing utility charges and heating costs, real estate taxes and common area maintenance charges, which would be payable by Tenant pursuant to ARTICLE 15, ARTICLE 16, and Section 14.2 of this Lease if this Lease were still in effect.

(ii) An amount equal to the fixed rental which would be payable pursuant to Sections 3.2 through Section 3.4 of this Lease by Tenant if this Lease were still in effect, less the net proceeds of any reletting or occupancy by Landlord, including, without limitation, all repossession costs, brokerage commissions, operating expenses, legal expenses, reasonable attorneys' fees, alteration costs, and expenses of preparation for such reletting or occupancy by Landlord.

(b) Tenant shall pay such current damages under subparagraph (a) hereof (herein called "deficiency") to Landlord on the days on which the same would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover from Tenant each deficiency as the same shall arise.

Section 24.6. Non-Waiver by Landlord. No failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof and no acceptance of full or partial rent during the continuance of

any such breach shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter this lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

Section 24.7. Landlord's Right of Self-Help. In the event Tenant shall fail to perform any of its obligations in this Lease relating to the roof or the structural integrity of the Demised Building after notice and beyond any grace period provided in Section 24.1, Landlord may, but need not, perform such obligation of Tenant, provided Tenant shall have failed to comply with such obligation for thirty (30) days after further written notice is given Tenant, and Tenant shall reimburse Landlord for any expenditures reasonably incurred by Landlord in so doing.

Section 24.8 Payment of Landlord's Cost of Enforcement. Tenant shall pay on demand Landlord's expenses, including reasonable attorney's fees, incurred in successfully enforcing any obligation of Tenant under this Lease. In the event Landlord shall institute litigation against Tenant to collect any amount payable under this Lease, any amount paid by Tenant pursuant thereto shall bear interest from ten (10) days after the date payment was due at 4% over the base rate (prime rate) of The First National Bank of Boston from time to time, or if such interest exceeds the maximum permitted by law, then interest at the maximum permitted by law.

Article 25. LANDLORD'S DEFAULT

Section 25.1. Damage to Tenant's Property. If Landlord fails to correct any defective condition for which Landlord is responsible under this Lease within thirty (30) days after Tenant shall give written notice thereof (or a reasonably shorter time in case of emergency) and as a result of such defective condition, Tenant's merchandise or equipment shall be destroyed or damaged, Landlord shall reimburse Tenant for the cost thereof.

Section 25.2. Tenant's Right of Self-Help. Tenant may, but need not, perform any obligation of Landlord in this Lease should Landlord fail to do so within thirty (30) days after written notice thereof is given Landlord (or a reasonably shorter time in case of emergency) and Tenant may, but need not, make any replacements and repairs of an urgent nature required to be made by Landlord without first notifying

Landlord. Landlord shall reimburse Tenant for any expenditures thus incurred.

Section 25.3. Tenant's Right of Offset. If Landlord, within ten (10) days after written demand therefor, fails to pay any sums due Tenant from Landlord under the provisions of this Lease or arising out of Landlord's failure to comply with or perform any of its terms, Tenant may deduct from rent and other charges due at any time under this Lease, the sum due, with interest from the date payment is due from Landlord at 4% over the base rate (prime rate) of The First National Bank of Boston from time to time, or if such interest exceeds the maximum permitted by law, then interest at the maximum permitted by law. No deductions so made shall constitute a default unless Tenant fails to pay to Landlord any amount of such deduction improperly taken within thirty (30) days after final disposition of litigation (including appeals) that such amount is owing to Landlord.

Section 25.4. Tenant's Right of Termination. In the event of any failure by Landlord to perform, fulfill or observe any material agreement by Landlord in this Lease, or in the event of any breach of any representation or warranty by Landlord set forth in this Lease, continuing for sixty (60) days after written notice from Tenant specifying such failure or breach, without being waived, or its effect cured, or such cure is commenced but is not diligently prosecuted thereafter, Tenant may, without limitation of Tenant's other rights provided in this Lease, by written notice to Landlord terminate this Lease as of any date thereafter, and such termination shall, at Tenant's option, remain effective notwithstanding any waiver or cure of the effect of such failure or breach prior to the effective date thereof. Any termination by Tenant pursuant to this Section shall be without prejudice to any of Tenant's other rights and remedies, but shall release and discharge Tenant from all obligations and liabilities hereunder.

Section 25.5. Tenant's Abatement Right. In the event of any failure by Landlord to perform, fulfill or observe any agreement by Landlord in this Lease continuing for thirty (30) days after written notice to Landlord and if as a result thereof, or if for any other reason whatsoever within the reasonable control of Landlord, it is not practicable for Tenant to conduct business in the Demised Premises, all rent and other charges shall abate as long as such situation shall continue.

Section 25.6. Notices of Default to First Mortgagee. If the holder of a first institutional mortgage covering the Demised Premises shall give notice to Tenant that it is the holder of said mortgage (including in such notice an address to which notice of such mortgage is to be sent), Tenant agrees in the event it shall give notice to Landlord to correct a default of Landlord, Tenant, as a condition to its right to reduce rentals and other charges due under this Lease, will give to such first institutional mortgagee, a copy of any default notice which asserts a right to reduce rentals and other charges. Tenant agrees that said mortgagee may correct or remedy such default within the time permitted to Landlord pursuant to the provisions of this Lease.

Section 25.7. Payment of Tenant's Cost of Enforcement. Landlord shall pay on demand Tenant's expenses, including reasonable attorney's fees, incurred in enforcing any obligation of Landlord under this Lease or in curing any default by Landlord under this Lease.

Article 26. CUMULATIVE REMEDIES

Section 26.1. Additional Right and Remedies. Each right and remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

Article 27. DEFINITIONS

Section 27.1. Demised Premises. The term "Demised Premises", as used in this Lease, shall mean the area so labelled on Exhibit A and the Demised Building and other improvements now or hereafter erected thereon.

Section 27.2. Demised Building. The term "Demised Building", as used in this Lease, shall mean the building erected on the Demised Premises, and any additions thereto, alterations therein and replacements thereof, as well as loading docks attached thereto.

Section 27.3. Shopping Center. The term "Shopping Center", as used in this Lease, shall mean the property described in Exhibit B and depicted on Exhibit A, and any property integrated as part thereof.

Section 27.4. Common Areas. The term "common areas", as used in this Lease, shall mean sidewalks (excluding sidewalks on the Demised Premises), parking areas, planted areas, service roads, access roads of the Shopping Center and all other areas shown on Exhibit A which are not designated as building or service areas and all paving and other improvements on such common areas.

Section 27.5. Floor Area of Building. Whenever reference is made in this Lease to the floor area of buildings, for the purpose of determining Tenant's share of common area maintenance costs pursuant to Section 14.2 of this Lease, the amount payable by Tenant under Section 4.3 and Tenant's proportionate share of real estate taxes under ARTICLE 16 of this Lease, it shall mean the square footage of the main floor area of the buildings involved in the determination measured from outer walls to outer walls.

Section 27.6. Uninsured Casualty. The term "Uninsured Casualty", as used in this Lease, shall mean damage or destruction to improvements from a cause which is neither covered or coverable under a standard fire insurance policy with extended coverage endorsement nor which is covered under any other insurance policies which Tenant is then carrying on the Demised Building with an independent insurance company and under which policies Tenant receives the full amount of restoration costs for said damage and destruction of improvements.

Section 27.7. Unavoidable Delays. The term "unavoidable delays", as used in this Lease, shall mean delays resulting from or arising out of strikes, lockouts, weather, material shortages, enemy action, civil commotion, fire, casualty, or any other cause beyond the reasonable control of the person having a duty to act.

Section 27.8. Lease Year. The term "Lease Year", as used in this Lease, shall mean any period of one (1) year during the Original Term and any exercised Extended Term commencing on the first day of the first month occurring on or after the commencement date of the Original Term of this Lease or on any anniversary of the first day of the first month occurring on or after such commencement date.

Section 27.9. Rent. The "rent" payable under this Lease is the rental payable under ARTICLE 3 and any other charges payable by Tenant under this Lease.

Section 27.10. Insurable Value. The term "insurable value", as used in this Lease, shall mean the cost to replace the Demised Building to its condition immediately prior to damage or destruction, excluding costs of underground

foundations, costs of excavation and costs of underground piping serving the Demised Building, concrete floor slab and paving on or adjacent to the Demised Premises.

Section 27.11. Actual Cash Value. The term "actual cash value", as used in this Lease, shall mean the estimated cost to replace damaged or destroyed parts of the Demised Building (excluding costs of underground foundations, costs of excavation and costs of underground piping serving the Demised Building, concrete floor slab and paving on the Demised Premises) with parts of like kind and quality, as determined by Tenant, less depreciation. The amount of depreciation shall be determined by Tenant's commercial insurance carrier providing the required insurance under Section 10.1, or if Tenant is a total self-insurer with respect to such required insurance coverage at the time of the damage or destruction, the amount of depreciation shall be calculated by using nationally recognized indices, such as Marshall Valuation Service or Boeke.

Section 27.12. The Unamortized Value of Tenant's Excess Construction Costs. The term "unamortized value of Tenant's Excess Construction Costs", as used in this Lease, shall mean the costs incurred by Tenant in constructing the Demised Building in excess of \$2,786,000, as amortized, but not exceeding \$300,000. Such excess shall be amortized on a straight-line basis, commencing on the commencement date of the Original Term, over the Original Term of this Lease and all available 5-year Extended Terms.

Section 27.13. First Institutional Mortgagee. The term "first institutional mortgagee", as used in this Lease, shall mean a bank, insurance company, pension fund or similar type entity which holds a first mortgage on the Demised Premises or Shopping Center.

Article 28. MISCELLANEOUS

Section 28.1. Broker's Commission. On Tenant's representation it has entered into no agreement with any broker in connection with this transaction, Landlord agrees to indemnify and save Tenant harmless from all liability for broker's commission as a result of this transaction, and Landlord will assume the defense of any such claims against Tenant at Landlord's sole expense.

Section 28.2. Apportionments. Whenever any rent and other expenses are subject to apportionment under this Lease, apportionment shall be based on a thirty (30) day month and a 360 day year.

Section 28.3. Refunds to Tenant on Termination of this Lease. Termination of this Lease shall be subject to Landlord refunding to Tenant all rent and other charges paid for any period after the date of termination, as equitably apportioned on the date of termination.

Section 28.4. Payments by Tenant. Each payment of rent and other charges payable by Tenant under this Lease shall be made by check drawn to the order of Landlord or such other party as Landlord may designate by written notice to Tenant, and mailed to Landlord's address as set forth in Section 23.1 or such other address as Landlord may duly notify Tenant in writing. In no event shall Tenant be required to make partial payments of rent or other charges to individuals or entities constituting Landlord.

Section 28.5. Non-Waiver of Tenant's Right of Termination. If on any occasion Tenant elects not to exercise a right or option to terminate this Lease pursuant to any provision of this Lease, it shall not be deemed a waiver of Tenant's right or option to terminate on any subsequent occasion giving rise to Tenant's right or option to terminate this Lease under such provisions or any other provisions of this Lease.

Section 28.6. Governing Laws. This Lease shall be governed by, construed and enforced in accordance with the laws of the State or Commonwealth in which the Demised Premises are located.

Section 28.7. Captions. It is agreed that the captions and titles in this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

Section 28.8. Execution. This Lease and the documents referred to herein embody the entire agreement between the parties. Tenant's agents and employees, other than a duly authorized officer, have no authority to make or agree to make a lease, and none of the provisions or agreements contained herein shall be binding on Tenant until this Lease is signed by such a duly authorized officer of Tenant. No act or omission of any employee or agent of Tenant shall change or modify any of the provisions of this Lease, and no amendment shall be binding until it is signed by such duly authorized officer of Tenant.

Section 28.9. Submission Not an Offer. The submission of a draft of this Lease or a summary of some or all of its provisions does not constitute an offer to lease or demise the Demised Premises, it being understood and agreed that neither Landlord nor Tenant shall be legally bound with respect to the leasing of the Demised Premises unless and until this Lease has been executed by both Landlord and Tenant and a fully executed copy delivered.

Section 28.10. Parties Bound and Benefited. All rights and liabilities herein given to, or imposed upon either of the parties hereto, shall extend to the heirs, executors, administrators, successors and assigns of such party. If more than one party or entity be Landlord, they shall be jointly and severally bound by all terms and conditions of this Lease. Reference to Landlord by the use of pronouns in this Lease shall be deemed to refer to Landlord regardless of whether Landlord be singular or plural and irrespective of gender.

Section 28.11. Estoppel Certificates. Tenant will from time to time, upon not less than fifteen (15) days' prior request by Landlord, deliver to Landlord or any actual or prospective purchaser or holder of a mortgage on all or any part of the Shopping Center a written statement certifying whether or not this Lease is in full force and effect and stating (a) the last date to which the rental and other payments have been made, (b) the amendments, if any, to this Lease, (c) whether or not, to Tenant's knowledge, Landlord is in default in the performance, fulfillment or observance of any representation, warranty or agreement set forth herein or has any indebtedness to Tenant for the payment of money, and (d) if so, each default of indebtedness, and containing such other factual statements as such purchaser or holder shall reasonably request.

Landlord will from time to time, upon not less than fifteen (15) days' prior request by Tenant, deliver to Tenant or any actual or prospective subtenant or assignee of this Lease a written statement certifying whether or not this Lease is in full force and effect and stating (a) the last date to which the rental and other payments have been made, (b) the amendments, if any, to this Lease, (c) whether or not, to Landlord's knowledge, Tenant is in default in the performance, fulfillment or observance of any representation, warranty or agreement set forth herein or has any indebtedness to Landlord for the payment of money, and (d) if so, each default or indebtedness.

Section 28.12. Subleases; Termination of Old Lease. The Old Lease shall terminate thirty (30) days after Tenant's opening for business as a supermarket in the Demised Building, such termination to be effective just as if such date were the date originally scheduled for expiration of the term thereof.

Effective as of the date of termination of the Old Lease pursuant to this Section 28.12, all subleases of any portion of the premises demised by the Old Lease shall be automatically assigned to Landlord without further act or deed.

Landlord shall indemnify and hold Tenant harmless from and against all losses, claims and liabilities, including reasonable attorney's fees, which relate to the obligations of

the sublessor under the subleases provided that such losses, claims and liabilities relate to obligations of such sublessor arising after the effective date of the assignment of such subleases to Landlord. Tenant shall be entitled to all percentage rent and other amounts payable under such subleases in respect of the period prior to the effective date of such assignment.

Tenant shall indemnify and hold Landlord harmless from and against all losses, claims and liabilities, including reasonable attorney's fees, which relate to the obligations of the sublessor under the subleases provided that such losses, claims and liabilities relate to obligations of such sublessor arising on or before the effective date of the assignment of such subleases to Landlord. Landlord shall be entitled to all percentage rent and other amounts payable under such subleases in respect of the period beginning with the effective date of such assignment.

Tenant shall have the right to amend and extend existing subleases, and enter into new subleases, which cover all or any part of the premises under the Old Lease subleased as of the date of this Lease, subject to Landlord's approval which shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the parties hereof have caused these presents to be duly executed the day and year aforesaid as an instrument under seal.

LANDLORD

FRANKLIN SHOPPERS FAIR, INC.

By John P. Alvarez
Its President

TENANT

JEWEL COMPANIES, INC.

By Joseph S. Vassallo
Its Vice President



LEGAL DESCRIPTION
STAR MARKET PROPERTY
CHESTNUT & EAST CENTRAL STREETS
FRANKLIN, MASSACHUSETTS

Preface Note:

The description is based entirely upon a survey plan entitled "Plan of Land in Franklin, Massachusetts," dated January 15, 1986, by R.C. Southwick & Associates, together with other deeds, plans, and data of record, and should not be considered to be an up-dated field survey of the Star Market Property.

Description

Commencing at the northwesterly corner of the herein described parcel, said point being on the southeasterly sideline of Chestnut Street, and being the southwesterly corner of lands of Glen Meadows at Franklin Apartment Trust;

Thence running S83-28-10E, 667.19 feet to a point;

Thence running S37-14-20E, 479.00 feet to a point;

The prior (two) 2 courses running along lands of Glen Meadows at Franklin Apartment Trust;

Thence running S06-22-35W, along the westerly limit of Glen Meadow Road (a private road), 395.00 feet to a point on the northerly limit of East Central Street;

Thence running N83-18-13W, 89.10 feet to a point;

Thence running N06-22-35E, 90.00 feet to a point;

Thence running N83-18-13W, 200.00 feet to a point;

Thence running S06-22-35W, 90.00 feet to a point on the northerly limit of East Central Street;

The prior three (3) courses running along lands of Robert and Joseph R. Ballarino.

Thence running N83-18-13W, 23.21 feet to a point;

Thence running N83-28-10W, 17.80 feet to a point;

The prior two (2) courses running along the northerly limit of East Central Street;

Thence running N6-21-05E, 20.00 feet to a point;

Thence running N83-28-10W, 20.00 feet to a point;

Thence running S6-21-05W, 20.00 feet to a point on northerly limit of East Central Street;

The prior three (3) courses running along lands of the Town of Franklin;

Thence running N83-28-10W, along said northerly side line of East Central Street, 436.24 feet to a point;

Thence running N6-21-05E, 100.00 feet to a point;

Thence running N83-28-10W, 175.00 feet to a point;

Thence running S6-21-05W, 12.03 feet to a point;

The prior three (3) courses running along lands of B.P. Oil, Inc.;

Thence running N83-38-55W, 50.00 feet to a point;

Thence running S6-21-05W, 87.82 feet to a point on the northerly limit of East Central Street;

The prior two (2) courses running along lands of John R. Padula Trustee;

Thence running N83-28-10W, along said northerly limit of East Central Street 40.00 feet to a point;

Thence running N6-21-05E, 127.08 feet to a point;

Thence running N83-38-55W, 254.85 feet to a point;

The prior two (2) courses running along lands of Foxboro National Bank;

Thence running N3-31-37E, 33.30 feet to a point;

Thence running N5-49-39E, 54.07 feet to a point;

The prior two (2) courses running along lands of Carmine Lorusso, Jr.;

Thence running N0-43-50E, 81 feet more or less to a corner of Stone Walls;

Thence running in a westerly direction along the centerline of a Stone Wall, 128 feet more or less to a point on the southeasterly limit of Chestnut Street--said point being S51-47-10W, 20 feet, more or less, from a C.H. bound;

Thence running N51-47-10E, 273.12, more or less, along said southeasterly limit of Chestnut Street to a point of nontangency of a curve to the left having a radius of 10.00 feet;

Thence running southwesterly and southerly along said curve to the left, having a radius of 10.00 feet, 17.02 feet to a point;

Thence running S83-38-55E, 225 feet more or less to a point;

Thence running N6-21-05E, 100.00 feet to a point;

Thence running N83-38-55W, 9.25 feet to a point;

Thence running N33-03-11W, 97.24 feet to a point on the southeasterly limit of Chestnut Street;

The prior five (5) courses running along lands of Marino, et al.;

Thence running N51-47-10E, 2.95 feet to the point of curvature on said southeasterly limit of Chestnut Street, of a curve to the left, having a radius of 4,750.00 feet;

Thence running northeasterly along said curve to the left, having a radius of 4,750.00, 118.10 feet to point of commencement.

This parcel contains an area of 18.6 acres more or less and is together with and subject to all record easements and record rights-of-ways and widenings shown on the above-referenced plan and other record documents of this property.

GASTON & SNOW

EXHIBIT B
(continued)

Title Exceptions

1. A mortgage from Franklin Shoppers Fair, Inc. to New England Mutual Life Insurance Company, Inc. dated November 6, 1968 and recorded with Norfolk Deeds in Book 4556, Page 300, as amended by instrument dated November 14, 1969 and recorded with said Deeds in Book 4639, Page 618.
2. A Collateral Assignment of Lease or Leases from Franklin Shoppers Fair, Inc. to New England Mutual Life Insurance Company, dated November 6, 1968 and recorded with said Deeds in Book 4556, Page 307.
3. Lease from Franklin Shoppers Fair, Inc. to Brunelli's Supermarket, Inc. (of which the successor is now Jewel Companies, Inc.) dated August 17, 1962, as amended December 20, 1963 and December 16, 1969; notices of said lease and amendments are recorded with said Deeds in Book 4024, Page 446, Book 4132, Page 59 and Book 4639, Page 625, respectively. See also Notice of Sublease dated June 30, 1970 from Star Market Co. to Hit or Miss, Inc., recorded with said Deeds in Book 4692, Page 744, and Notice of Sublease dated June 22, 1970 from Star Market Co. to Piece O'Pizza of America, Inc., recorded with said Deeds in Book 4678, Page 106.
4. A mortgage from Franklin Shoppers Fair, Inc. to Small Business Administration dated September 1, 1978 and recorded with said Deeds in Book 5512, Page 308 as amended by Amendment of Mortgage dated May 4, 1981 and recorded with said Deeds in Book 5866, Page 426.
5. Stipulation between Ernest Marino et al and Franklin Shoppers Fair, Inc. recorded with said Deeds in Book 6375, Page 145 on April 11, 1984 relative to Land Court Confirmation Case No. 40075, concerning a boundary line dispute between said Marino and Franklin Shoppers Fair, Inc.
6. Lease between Franklin Shoppers Fair, Inc. and Ames Department Stores, Inc. dated June 6, 1984, a memorandum of which is recorded with said Deeds in Book 6435, Page 39.

7. Non-Disturbance and Attornment Agreement among Franklin Shoppers Fair, Ames Department Stores, Inc., and New England Mutual Life Insurance Company dated May 11, 1984 and recorded with said Deeds in Book 6435, Page 47.
8. Non-Disturbance and Attornment Agreement among Small Business Administration, Ames Department Stores, Inc. and Franklin Shoppers Fair, Inc. dated June 8, 1984 and recorded with said Deeds in Book 6435, Page 54.
9. Lease between Franklin Shoppers Fair, Inc. and Jewel Companies, Inc. dated March 24, 1987. This lease has not been recorded, nor has a notice of lease in respect of it been recorded. However, we have actual knowledge that it has been signed by the parties and anticipate that a notice of lease will be recorded after the lessee has received a lessee's title insurance policy covering the Property.
10. The following rights, which are appurtenant to land now or formerly of Sturdy Oaks Homes, Inc. (see deed recorded with said Deeds in Book 4639, Page 605) shown as Lot A on a Plan entitled, "Plan of Land in Franklin, Mass.", prepared by R. C. Southwick & Associates, Inc. dated November 7, 1969 and recorded with said Deeds in Plan Book 226 as Plan No. 965 of 1969 (the "Sturdy Oaks Plan") as follows:
 - A. The right to install, maintain, repair and renew sewer and other pipes and appurtenant fixtures for the carrying of water and sewerage through the same in and under the 20' sewer and water easement shown on said Plan which runs west and southwest over Lot M as shown on said Plan and together with the further right to tie into the existing water and sewer main situated near the westerly boundary of said Lot M.
 - B. The right to use, for all purposes for which public and private streets and ways are commonly used in the Town of Franklin, that portion of the Property on East Central Street, westerly of the "50' R/W" shown on said plan, to the extent required by the Planning Board of the Town of Franklin for corner rounding.

11. That portion of the Property, shown as Lots M, F and K on the Sturdy Oaks Plan has the benefit of a restriction on said Lot A restricting the use of the same for the sale of goods, wares, merchandise or services at retail or the conduct of any other business from time to time carried on in shopping centers of the type and size in existence on November 14, 1969 on said land of Franklin Shoppers Fair, Inc.
12. A strip twenty (20) feet wide extending northerly from East Central Street over Lots K and F as shown on said Plan is subject to a taking by the Town of Franklin for sewerage dated February 2, 1948 and recorded with said Deeds in Book 2741, Page 125.
13. Subject to and with the benefit of the following rights, easements and restrictions as set forth or referred to in a deed from Franklin Shoppers Fair, Inc. to Gibbs Tire Depot, Inc. ("Grantee") dated December 22, 1963 and recorded with said Deeds in Book 4132, Page 62 relating to Lots B, C, D, E, and G as shown on plan entitled Plan of Land in Franklin, Mass. dated July 17, 1963 prepared by Raymond C. Southwick, Surveyor and recorded with said Deeds in Book 216 as Plan 1365 of 1963:
 - A. For ninety-five (95) years from December 22, 1963:
 1. To use Lots B and C shown on said plan for passage and for parking of vehicles in common with the Grantee, such use to be for the benefit of all the remaining land of Franklin Shoppers Fair, Inc. as shown on said plan, except a strip of land 20 feet square at the southeasterly corner of Lot C.
 2. To use Lot G as shown on said plan for ingress and egress with vehicles or otherwise for the benefit of all the remaining land of Franklin Shoppers Fair, Inc. as shown on said plan; and also for access to and from said Lots B and C and to use said Lot G for all purposes for which streets and ways may be commonly used in Franklin, Massachusetts, except that no

parking shall be allowed on said Lot G and subject to the right in the Grantee to use said Lot G for such ingress and egress to Lots B, C, D, and E, except said twenty (20) foot square strip of land on Lot C.

- B. Agreement of Franklin Shoppers Fair, Inc. to blacktop and stripe said Lot C and maintain Lots B, C, and G in good repair and condition, and grade the same so that water will not flow and settle on Lots D, E, and G.
- C. Easement appurtenant to Lot D for ninety-five (95) years from the date of said deed, to use, in common with Franklin Shoppers Fair, Inc. Lot G-1 as shown on said Plan, for ingress and egress, with vehicles or otherwise, except that no parking shall be allowed on Lot G-1.
- D. Restriction on Lots D and E for the benefit of all the then remaining land of Franklin Shoppers Fair shown on said plan, that no building shall be erected thereon which (1) is more than one story in height, (2) contains total inside measurements of more than five thousand (5000) square feet of ground area and (3) exceeds eighteen (18) feet in height, fifty (50) feet in depth or one hundred (100) feet in frontage. Said restrictions shall apply to said Lots D and E as though they together were one parcel. A canopy shall not be construed as a building or part of a building as the word building is defined herein. Although this restriction is said to last for ninety-five (95) years from December 22, 1963, it will nevertheless expire on December 22, 1993, subject to the right to extend as provided in M.G.L. ch.184, §27.

EXHIBIT C

All improvements on that portion of the Shopping Center outlined in red on Exhibit A-2 shall conform to the Town of Franklin Zoning By-laws and all approvals of the Board of Appeals and Planning Board thereunder and shall be in accordance with the following specifications.

SITE GRADING

Maximum grade at front, rear and sides of Demised Building shall be 3% and minimum grade shall be 1.5%.

SITE UTILITIES

Utilities shall be designed in accordance with good engineering practice and shall satisfy requirements of the Town of Franklin and local utility companies having jurisdiction.

Sanitary sewer system shall be tied into existing public sewer lines at the Shopping Center.

Storm sewer system shall be designed for a minimum rainfall concentration of 3 inches per hour. Storm system shall be tied into existing public storm drainage system at the Shopping Center or shall be by other approved method per Town of Franklin.

PARKING LOT PAVED AREAS

Remove deleterious materials

Gravel sub-base depth shall be determined by the nature of existing natural sub-soil. Sub-base shall be compacted to 90% of maximum dry density, attained in Laboratory Modified AASHO Test T-180. Depth and composition of sub-base shall be adequate to prevent frost heaves and limit settlements so that parking lot repairs and maintenance will not exceed that encountered in normal good engineering practice.

Sub-base directly under pavement shall be a minimum of either 6 inches bank-run gravel, or 4 inches of 1.5 inch graded stone with a surface choke stone and penetrated with a cutback asphalt spread at a rate of 0.4 gallons per square yard.

Pavement shall be 1.5 inch base and 1 inch finish bituminous concrete in accordance with Commonwealth of Massachusetts Highway Specification, 1967, Type I-1.

PARKING LOT ACCESSORIES

Curb cuts, bumpers, stalls with double-striping, arrows, and signs on pavement, sign bases, transformer pads, trailer pad, pipe post guards, guard rails, paved berms, etc., shall be in accordance with American Institute of Architects Parking Lot Standards and public authorities having jurisdiction.

SIDEWALKS AND CONCRETE PADS

All concrete design and construction shall conform to requirements of the American Concrete Institute (ACI) and the Building Officials Conference of America, Inc. (BOCA).

Non-structural sidewalks shall be 4 inch minimum thickness, 3000 psi at 28 days, air-entrained concrete, reinforced with 6 x 6 #6 welded wire mesh. Expansion joints spacing shall not exceed 30 feet. Expansion joint shall be continuous adjacent to building and of a standard type used in municipal sidewalk construction. Surface shall be steel trowelled and broom finished. Sidewalk shall pitch 1.5 inches from building to 6 inch curb. Handicap ramps shall be provided in accordance with requirements of the Architectural Barriers Board of the Commonwealth of Massachusetts.

At loading dock area, a 5 inch thick, 3,000 psi air entrained concrete trailer pad shall be provided in the asphalt pavement. Pad shall be 12 feet in length and the full width of the loading area.

LANDSCAPING

Landscaping, greenbelts and fencing shall be in accordance with requirements of the Town of Franklin or other public authorities having jurisdiction.

SCREEN FENCES

Cedar stockade type, or similar, shall be used to screen view of receiving areas and rubbish areas from the public and abutters' view.

PARKING LOT STRIPING

4 inch yellow traffic paint shall be applied to bituminous surface per Exhibit A-2 or final site plan approved by the Town of Franklin.

PARKING LOT LIGHTING

Lights shall be high pressure sodium, or equivalent, spaced to maintain an average of 0.5 footcandle throughout the parking area.

EXHIBIT D

Landlord shall do all work necessary to upgrade that portion of the Shopping Center not outlined in red on Exhibit A-2 to comply with this Exhibit D.

All improvements on that portion of the Shopping Center not outlined in red on Exhibit A-2 shall conform to the Town of Franklin Zoning By-Laws and all approvals of the Board of Appeals and Planning Board thereunder and shall be in accordance with the following minimum specifications.

SITE GRADING

Maximum grade for 300 feet in front of Demised Building be 3% and minimum grade be 1.5%.

Parking lot design shall be such that clogging of catchbasins will not result in flooding of stores.

SITE UTILITIES

Such improvements related to Shopping Center drainage and water retention as may be required by law, regulation, by-law, ordinance or the Town of Franklin or other public authorities having jurisdiction.

PARKING LOT PAVED AREAS

All paved customer parking areas that are disturbed because of utility relocations, light standard relocations or otherwise in order to comply with the requirements of the Town of Franklin shall conform to the following:

- o Gravel sub-base depth shall be determined by the nature of existing natural sub-soil. Sub-base shall be compacted to 90% of maximum dry density, attained in Laboratory Modified AASHTO Test T-180. Depth and composition of sub-base shall be adequate to prevent frost heaves and limit settlements so that parking lot repairs and maintenance will not exceed that encountered in normal good engineering practice.
- o Sub base directly under pavement shall be a minimum of either 6 inches bank-run gravel, or 4 inches of 1.5 inch graded stone with a surface choke stone and penetrated with a cutback asphalt spread at a rate of 0.4 gallon per square yard.
- o Pavement shall be 1.5 inch base and 1 inch bituminous concrete in accordance with Commonwealth of Massachusetts Highway Specification, 1967, Type I-1.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

All paved customer parking areas that are not disturbed in order to comply with the requirements of the Town of Franklin shall be repaired as necessary and shall be resurfaced with a 1 inch finish bituminous concrete overlay in accordance with the Commonwealth of Massachusetts Highway Specification, 1967, Type I-1.

PARKING LOT ACCESSORIES

Curb cuts, bumpers, stalls with double-striping, arrows, and signs on pavement, sign bases, transformer pads, trailer pad, pipe post guards, guard rails, paved berms, etc., shall be in accordance with American Institute of Architects Parking Lot Standards and public authorities having jurisdiction.

SIDEWALKS

All new or replacement concrete design and construction shall conform to requirements of the American Concrete Institute (ACI) and the Building Officials Conference of America, Inc. (BOCA).

LANDSCAPING

Landscaping, greenbelts and fencing shall be in accordance with requirements of the Town of Franklin or other public authorities having jurisdiction.

PARKING LOT STRIPING

4 inch yellow traffic paint shall be applied to bituminous surface as per Exhibit A-2 or final site plan approved by the Town of Franklin.

PARKING LOT LIGHTING

Lights shall be high pressure sodium, or equivalent, spaced to maintain an average of 0.5 footcandle throughout the parking area.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

EXHIBIT E

SUBORDINATION, NON-DISTURBANCE
AND
ATTORNMENMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT dated as of the day of _____, 1987, by and between _____ ("Mortgagee"), and JEWEL COMPANIES, INC., a New York corporation ("Tenant").

BACKGROUND

Tenant is the tenant under the Lease (the "Lease") dated March _____, 1987 from Franklin Shoppers Fair, Inc. ("Landlord"), as landlord, to Tenant, as tenant, of premises (the "Demised Premises") in a shopping center (the "Shopping Center") in Franklin, Massachusetts, described therein.

Mortgagee is the holder of a mortgage (the "Mortgage") covering property (the "Mortgaged Premises") which includes all or a portion of the Demised Premises or the Shopping Center.

NOW, THEREFORE, Mortgagee and Tenant hereby agree as follows:

1. Mortgagee hereby consents to the Lease and agrees that
 - (a) Notwithstanding the Mortgage or any restriction, lien, encumbrance, right, title or interest now or hereafter held by Mortgagee, or any default, expiration, termination, foreclosure, sale, entry or other act or omission under, pursuant to or affecting any of the foregoing, Tenant shall not be disturbed in peaceful enjoyment of the Demised Premises or the Shopping Center or the Lease terminated or cancelled at any time, except in the event Landlord shall have the right to terminate the Lease under the terms and provisions expressly set forth therein;
 - (b) In the event it should succeed to Landlord's right, title and interest as Landlord under the Lease, it will perform, fulfill and observe all of Landlord's representations, warranties and agreements set forth therein while it is Landlord thereunder, and
 - (c) All proceeds of property insurance maintained pursuant to the Lease and all damages and awards described in the Lease will be made available to Landlord for restoration of the Demised Building (as defined in the Lease) and the Shopping Center

as and to the extent required by the Lease,
subject only to reasonable regulation regarding
the disbursement and application thereof.

(2) The Lease now is and shall at all times continue to be
subject and subordinate in each and every respect to the
Mortgage.

(3) This Agreement shall be binding upon and inure to the
benefit of the successors and assigns of the parties hereto.

WITNESS the execution hereof as an instrument under seal as
of the day and year first above written.

By _____)
Its _____) Mortgagee

JEWEL COMPANIES, INC.)
By _____) Tenant
Its _____)

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF)

, 1987

Then personally appeared before me
of and acknowledged the foregoing
instrument to be the free act and of said corporation.

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF)

, 1987

Then personally appeared before me
of Jewel Companies, Inc. and acknowledged the foregoing
instrument to be the free act and of said corporation.

Notary Public

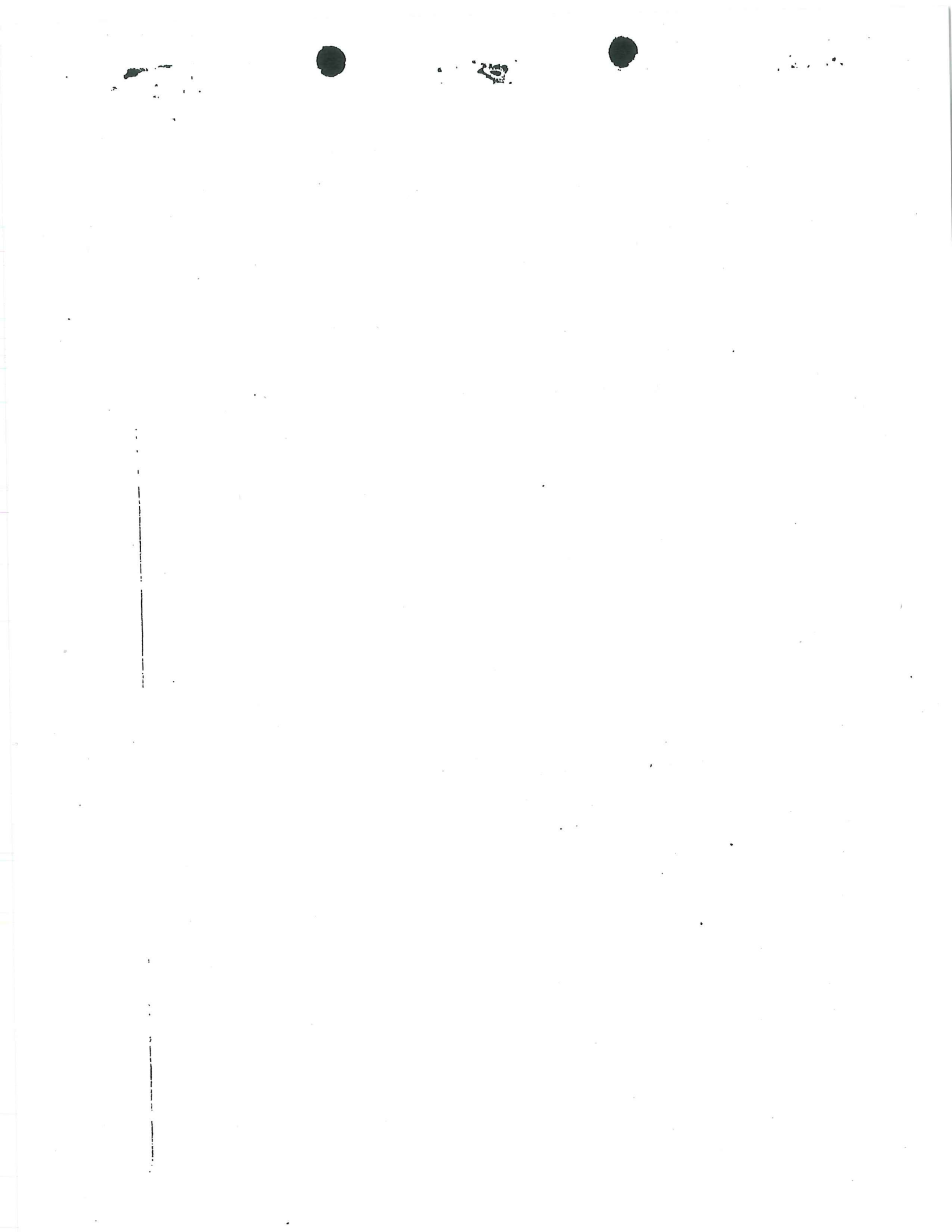
My Commission Expires:

Cops page

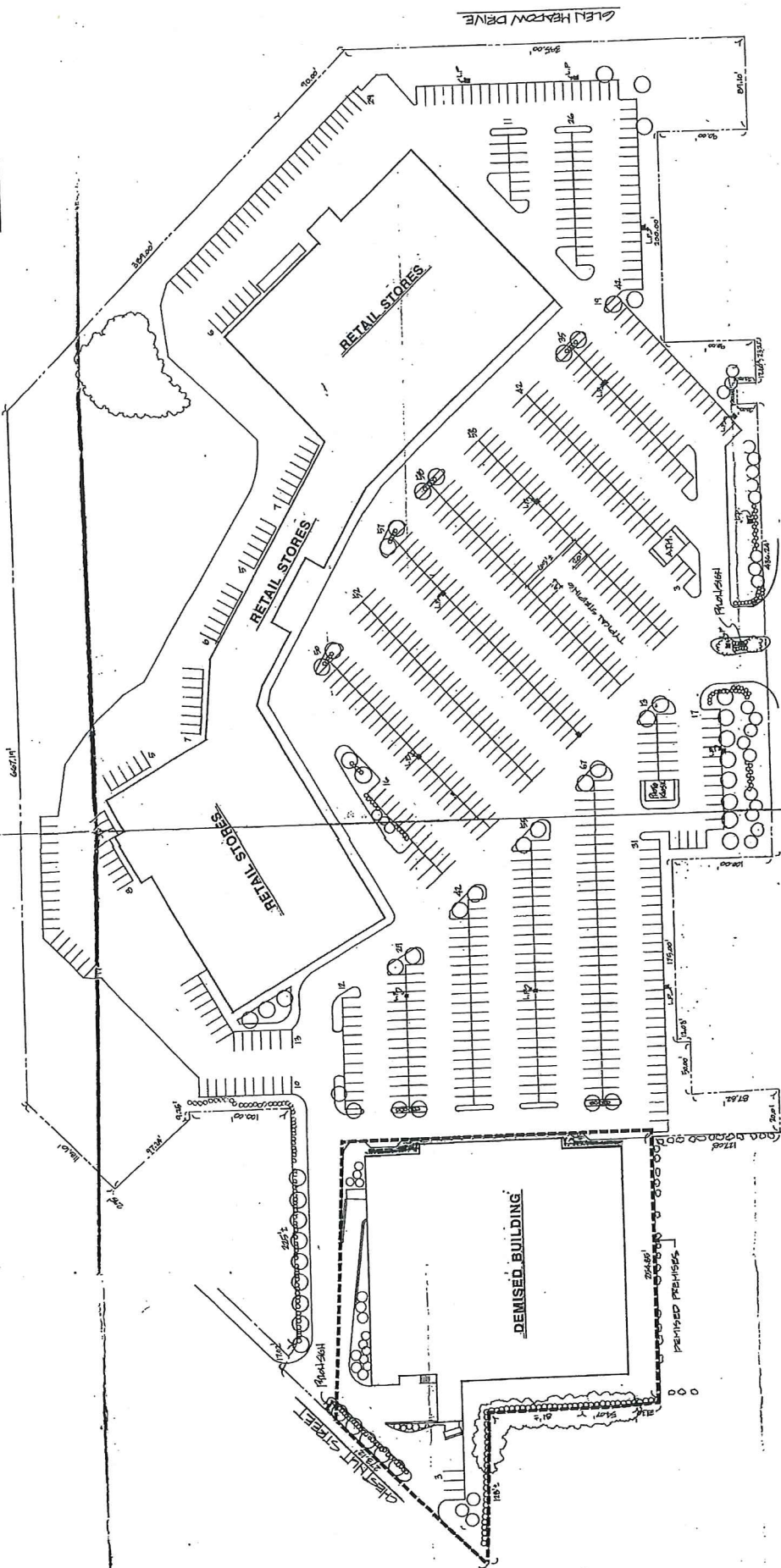
1-3, 7-9, ~~11-17~~
11-20, 23-28, 29, 31-33,
36-45, ⁴⁹⁻⁵¹ 54, 59, 68
+ Exhibit A - Site Plan
(can reduce size)

EXHIBIT A

EXHIBIT A-2



Rev.	Date	Description	By
1	11-7-67	Added # of parking spaces. Rev. total to 851. Added lot width. Deleted access road width. Added 1/2 mile access.	JK



STAR MARKET
 AN AMERICAN STORES COMPANY
 Construction & Planning
 825 Mount Auburn Street
 Cambridge MA 02188 (617) 861-2338

Project Title & Address:
FRANKLIN-SHOPPERS FAIR
EAST CENTRAL STREET
FRANKLIN, MA

Scale: 1" = 60'-0"
 Project Number: 124
 Drawing Number: **EMH/17**

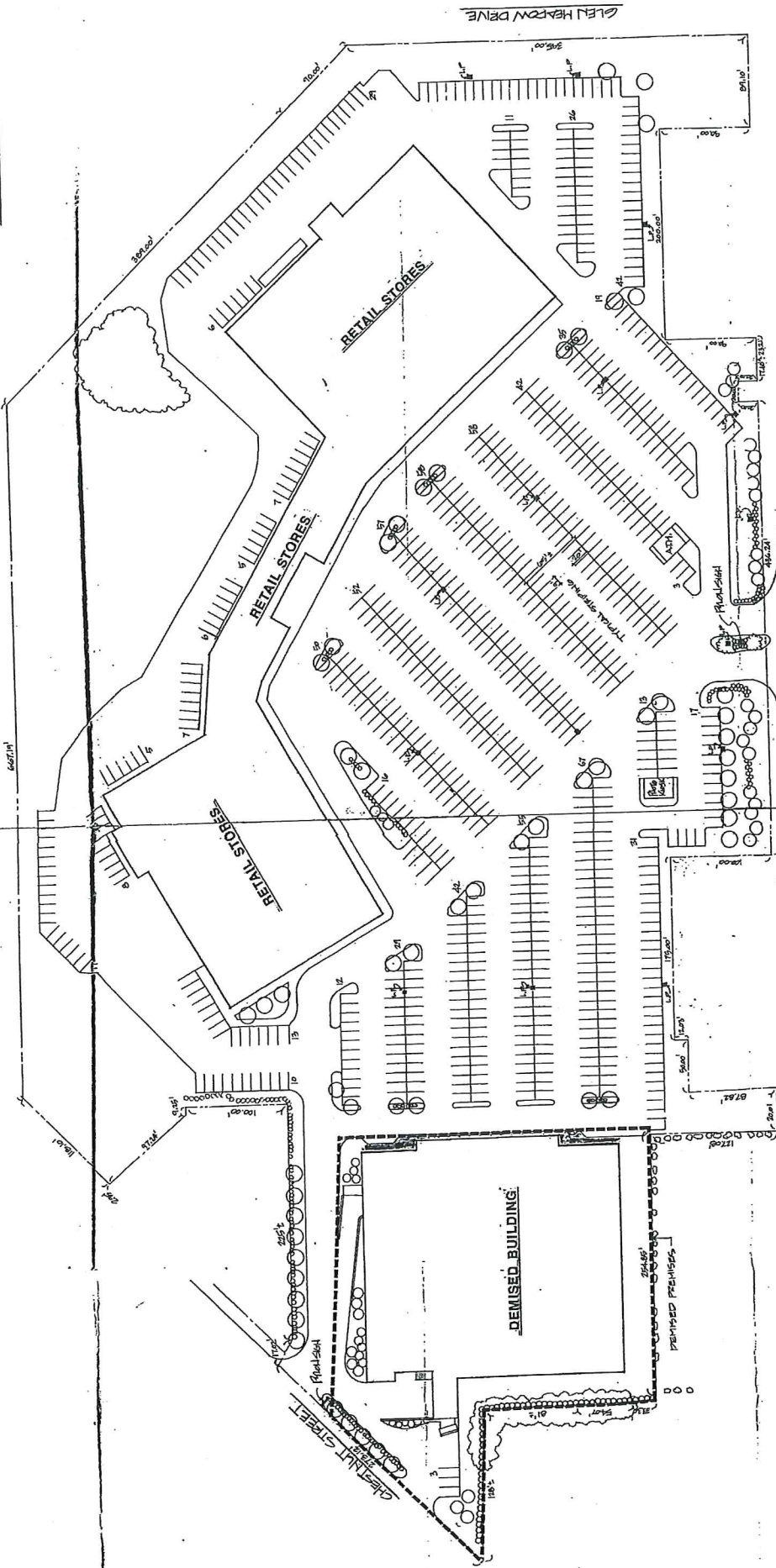
NOTES:
 SUBJECT TO APPROVAL BY TOWN OF FRANKLIN BOARD OF PLANNING BOARD.

Drawing Title:
PLAN FOR SHOPPING CENTER

By: ORR
 Date:
 A

TOTAL PARKING SPACES - 851

Rev.	Date	Description	By
1.	11-7-87	ADD # OF RETAIL SPACES. ADD TOTAL TO 851. ADD UP THE DRIVEWAYS, ACROSS PAVEMENT, AT & PHOTO METER.	UP



STAR MARKET
A. AN AMERICAN STORES COMPANY
Construction & Planning
625 Mount Vernon Street
Cambridge, MA 02138 (617) 861-8338

Project Title & Address
FRANKLIN SHOPPERS FAIR
EAST CENTRAL STREET
FRANKLIN, MA.

Notes: THE APPROVAL BY TOWN OF FRANKLIN BASED ON PRELIMINARY PLANNING BASED ON THESE PLANS.

Scale: 1" = 60' - 0" 1/2" =

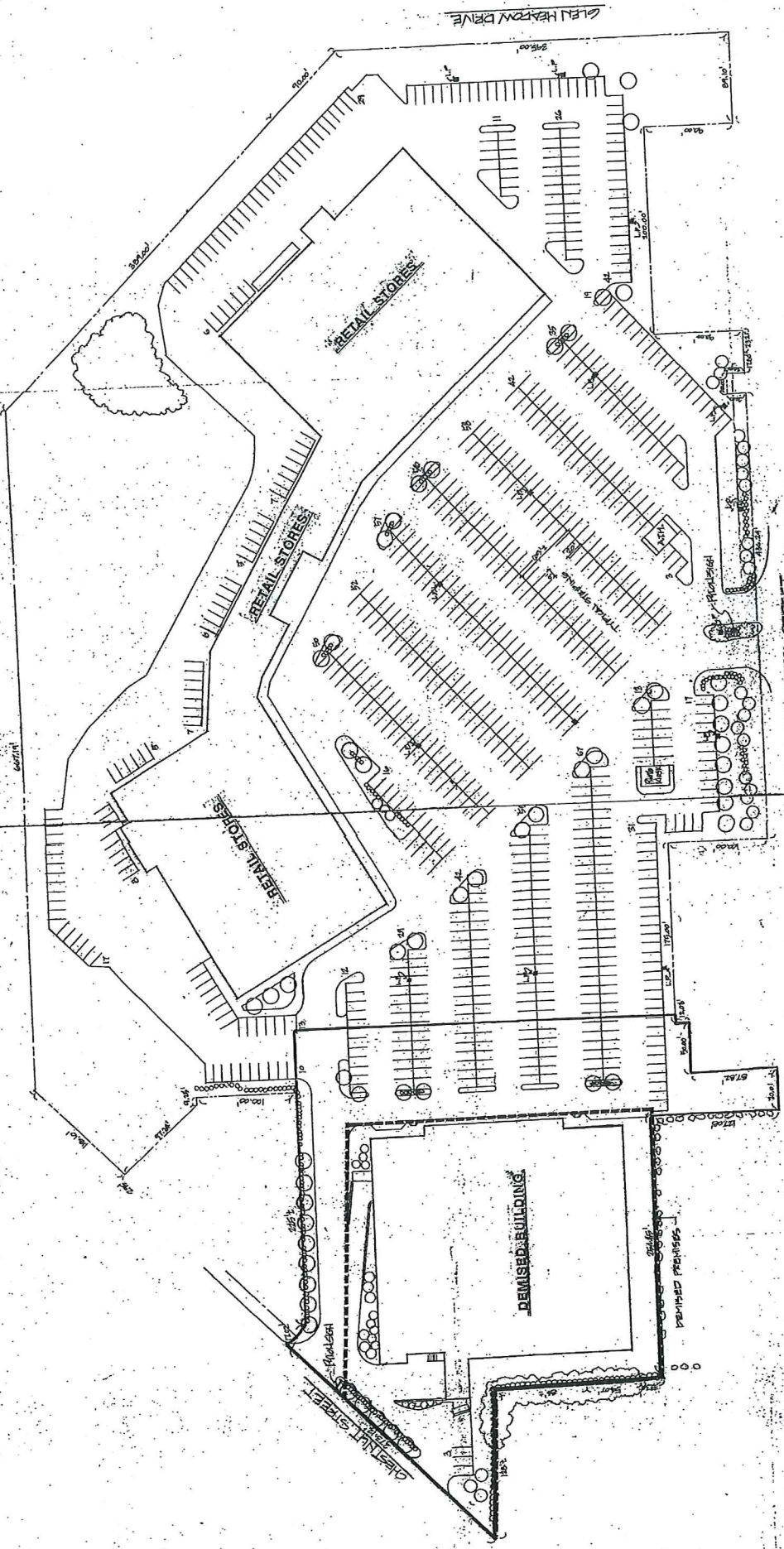
Project Number: 121-

Drawing Title: **PLAN FOR SHOPPING CENTER**

By: ORR Date: **11-7-87**

Star Market Logo

Rev.	Date	Description	BY
1	11-7-87	2000 sq ft addition to existing building. Includes parking spaces, walkways, and site plan.	JL



STAR MARKET A. AN AMERICAN STORES COMPANY	
Construction & Planning 825 Mount Auburn Street Cambridge, MA 02138 (617) 861-2838	
Project Number: 1211	Drawing Number: EXHIBIT
Scale: 1" = 60'-0"	Date: A-2
By: ORR	
Project Title & Address: FRANKLIN SHOPPERS FAIR EAST CENTRAL STREET FRANKLIN, MA	
Drawing Title: PLAN FOR SHOPPING CENTER	
NOTES: GENERAL NOTES AND SPECIFICATIONS ON FRANKLIN SHOPPERS FAIR FRANKLIN, MA	

TOTAL PARKING SPACES: 101

EAST CENTRAL STREET

GREEN HAWK DRIVE

DELETED DRIVE

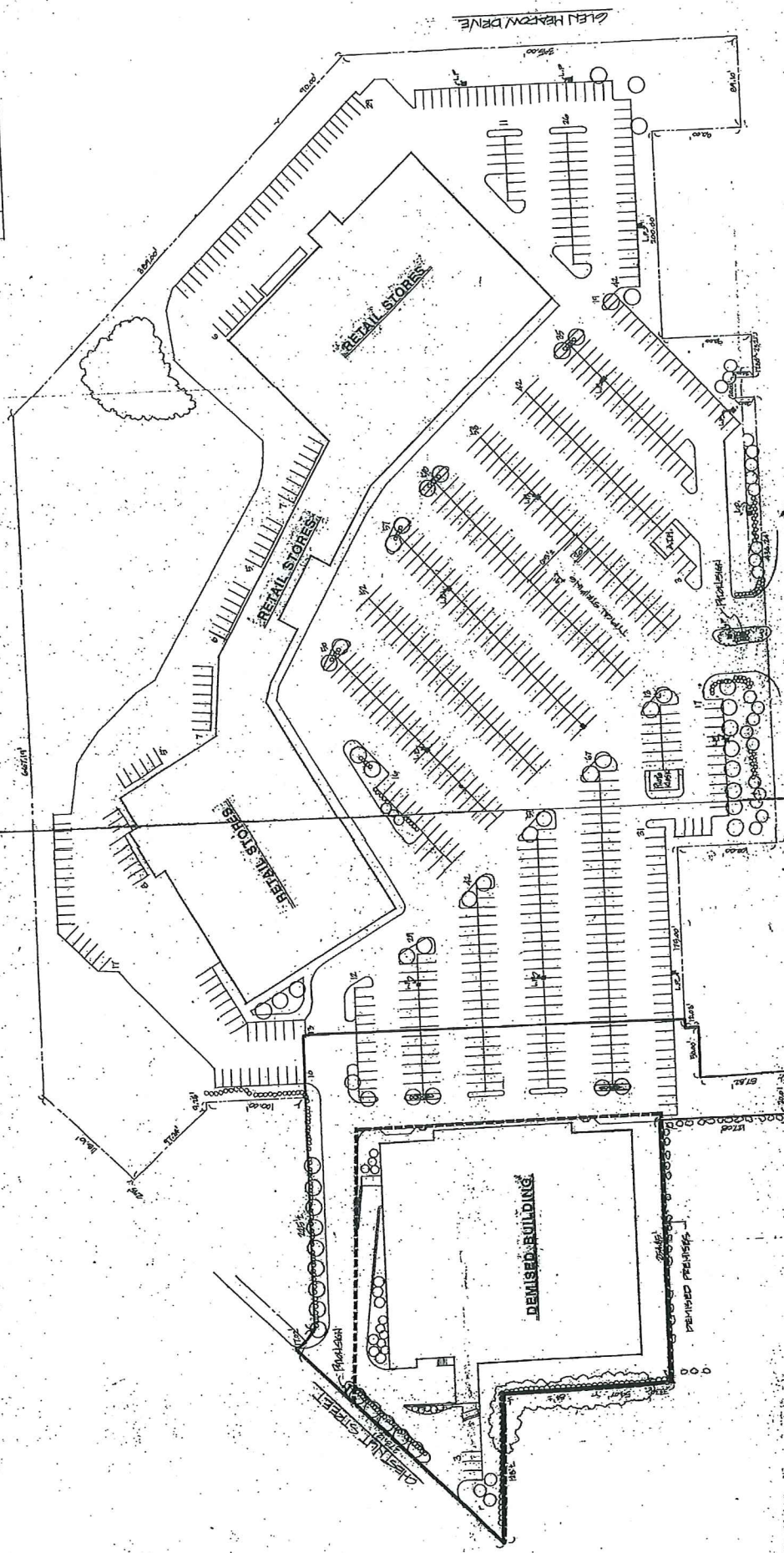
DEMISED BUILDING

RETAIL STORES

RETAIL STORES

RETAIL STORES

Rev.	Date	Description	By
1	11-7-87	REVISIONS TO RETAIL STORES: 1. ADDITION OF 25' TO 10' RETAIL STORES 2. ADDITION OF 25' TO 10' RETAIL STORES 3. ADDITION OF 25' TO 10' RETAIL STORES 4. ADDITION OF 25' TO 10' RETAIL STORES	J.P.



STAR MARKET A. AN AMERICAN STORES COMPANY		Project Title & Address FRANKLIN SHOPPERS FAIR EAST CENTRAL STREET FRANKLIN, MA	
Construction & Planning 825 Mount Auburn Street Cambridge, MA 02138 (617) 661-2400		Drawing Title PLAN FOR SHOPPING CENTER	
Scale 1" = 50'-0"	Project Number 1241	Drawn By ORB	Checked By A-2

NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. SEE SEPARATE SHEETS FOR RETAIL STORES.

75814

THIRD AMENDMENT TO LEASE

#7581 Franklin
255 East Central Street
Franklin, MA

This Third Amendment to Lease made this 11th day of January, 2006 by and between **FRANKLIN SHOPPERS FAIR, INC.**, a Massachusetts corporation ("**Landlord**"), and **SHAW'S SUPERMARKETS, INC.**, a Massachusetts corporation ("**Tenant**") sometimes collectively referred to as the "**Parties**" and individually, the "**Party**."

RECITALS

A. Landlord, and Tenant, as successor-in-interest to Jewel Companies, Inc., are Parties to that certain Lease dated March 24, 1987, a Notice of which was recorded with the Norfolk County, Massachusetts, Registry of Deeds in Book 7993, Page 434, as amended by First Amendment of Lease and Preliminary Term Commencement Date Agreement dated May 28, 1988 and Second Amendment of Lease and Original Term Commencement Date Agreement dated March 31, 1990 (collectively, the "**Lease**"), and covering certain premises situated on Central Street in the City of Franklin, Norfolk County, Massachusetts (the "**Leased Premises**"), being more particularly described in the Lease; and

B. Landlord and Tenant desire to further amend the Lease as hereinafter set forth.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged by Landlord and Tenant, Landlord and Tenant agree that the Lease is hereby amended as follows:

1. Original Term. Effective April 1, 2006 through March 31, 2010, rental shall be \$644,500.00 per annum.

2. Extended Terms. Section 2.6 of the Lease is deleted in its entirety and replaced with the following:

"Section 2.6. Extended Terms. At the expiration of the Original Term, Tenant shall have the right and option to extend this Lease for eight (8) Extended Terms of five (5) years each, upon the same terms and conditions as herein contained, except as otherwise specifically provided in this Lease. Each option for an Extended Term shall be exercised by Tenant giving Landlord written notice of its intention so to do at least one (1) year prior to the expiration of the then current Term."

3. Exercise of Extended Term. As of the date of this Amendment, Tenant shall be deemed to have timely exercised the first five (5) year Extended Term such that the Lease shall hereby terminate at midnight on March 31, 2015.

4. Rent. Section 3.4 of the Lease is deleted in its entirety and replaced with the following:

21276218

Section 3.4. Extended Terms. During the exercised-Extended Terms, Tenant shall pay the following rentals:

- (a) First Extended Term:
- (b) Second Extended Term:
- (c) Third Extended Term:
- (d) Fourth Extended Term:
- (e) Fifth Extended Term:
- (f) Sixth Extended Term:
- (g) Seventh Extended Term:
- (h) Eighth Extended Term:

5. Notices. Section 23.1 of the Lease is deleted in its entirety and replaced with the following:

"All notices, requests, demands, and other communications hereunder shall be in writing and shall be given: (i) by established express delivery service which maintains delivery records; (ii) by hand delivery; or (iii) by certified or registered mail, postage prepaid, return receipt requested to the Parties at the following addresses, or at such other addresses as the parties may designate by written notice in the above manner.

Tenant: Shaw's Supermarkets, Inc..
c/o Albertson's, Inc.
P. O. Box 20
Boise, Idaho 83726
Attention: Legal Department
Real Estate (#7581)

Landlord: Franklin Shoppers Fair, Inc.
c/o The Alevizos Group
396 Washington St., #325
Wellesley, Massachusetts 02481
Attention: Marcia Alevizos

6. Ratification of Lease. Except as amended hereby the terms and provisions of the Lease are unmodified and in full force and effect. In the event of any inconsistencies between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

7. Binding. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

8. Authority. Each of the individuals who have executed this Amendment represents and warrants that he or she is duly authorized to execute this Amendment on behalf of Landlord and Tenant, as the case may be; that all corporate, partnership, trust or other action necessary for such Party to execute and perform the terms of this Amendment have been duly taken by such Party; and that no other signature and/or authorization, including lender authorization or approval, is necessary for such Party to enter into and perform the terms of this Amendment.


9. Counterparts: This Amendment may be signed in counterparts and such counterparts, when signed by both parties, shall constitute a binding agreement.

THE SUBMISSION OF THIS AMENDMENT FOR EXAMINATION, THE NEGOTIATION OF THIS LEASE BY THE PARTIES, OR THE NEGOTIATION OF ALL OR ANY PART OF THE TRANSACTION DESCRIBED HEREIN, DOES NOT CONSTITUTE AN OFFER TO LEASE AND SHALL NOT BE CONSTRUED TO CREATE A LEASE OR OTHER INTEREST IN THE LEASED PREMISES. THE EXECUTION OF THIS AMENDMENT BY TENANT DOES NOT AND SHALL NOT CONSTITUTE A BINDING CONTRACT UNTIL SUCH TIME AS THIS AMENDMENT HAS BEEN APPROVED BY EXECUTIVE MANAGEMENT (INCLUDING, WITHOUT LIMITATION, BUT ONLY TO THE EXTENT DEEMED NECESSARY OR APPROPRIATE BY SUCH EXECUTIVE MANAGEMENT, ALBERTSON'S INVESTMENT COUNCIL), EXECUTED BY DULY AUTHORIZED OFFICERS OF LANDLORD, AND DELIVERED TO TENANT. THE PARTIES ACKNOWLEDGE AND AGREE THAT NO NEGOTIATIONS OR CONDUCT OF THE PARTIES, OR THE EXECUTION OF THIS AMENDMENT BY A SINGLE PARTY, SHALL GIVE RISE TO ANY RIGHTS IN TENANT (1) IN OR TO THE LEASED PREMISES, (2) TO TAKE ANY ACTION IN RELIANCE ON THIS AMENDMENT OR ANY NEGOTIATIONS RELATED THERETO, OR (3) TO OTHERWISE ANTICIPATE THAT LANDLORD OR ANY OTHER PARTY WILL SIGN THIS AMENDMENT, UNTIL THIS AMENDMENT IS IN FACT SIGNED BY AND DELIVERED TO ALL PARTIES

IN WITNESS WHEREOF, this Amendment has been duly executed as of the date first written above, in triplicate, each copy of which shall constitute an original.

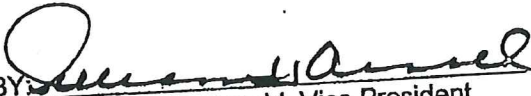
LANDLORD:

FRANKLIN SHOPPERS FAIR, INC.,
a Massachusetts corporation

BY: 
Name: Robert Aleizos
Its: President

TENANT:

SHAW'S SUPERMARKETS, INC., *df*
A Massachusetts corporation

BY: 
William H. Arnold, Vice President

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.
PAYMENT # 23a01e2-e61d-4a67-ae7e-32e25454a70c

FILING FEES-RETAIL	00033-PK-0430	\$200.00
		\$200.00

Total Convenience Fee: \$0.35

Total Amount Paid: \$200.35

Date Paid: 2/20/2019 3:11:21 PM EDT

Payment On Behalf Of

License Number or Business Name:
00033-PK-0430

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Kyle

Last Name:
Silva

Address:
28 State Street, Suite 802

City:
Boston

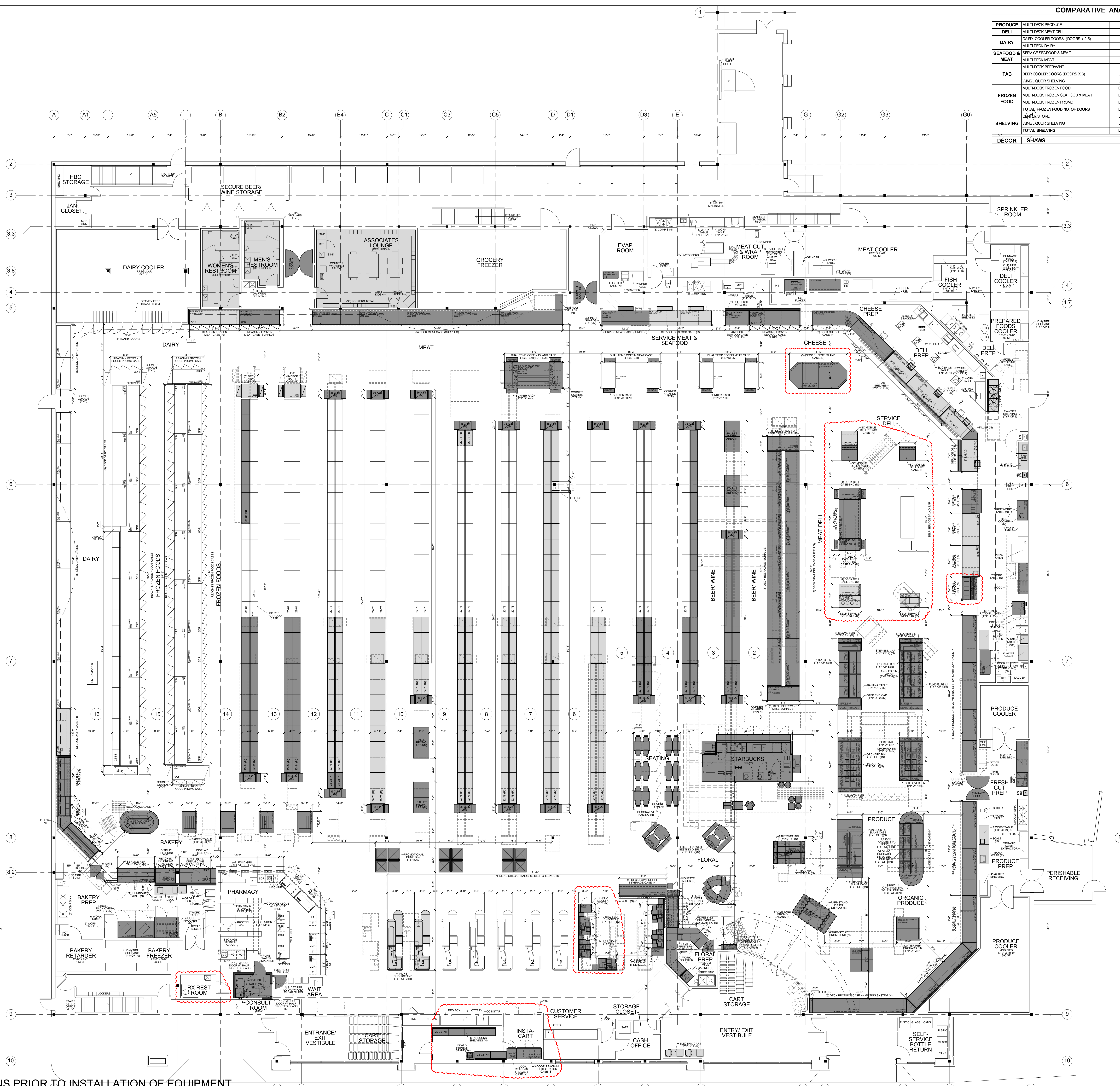
State:
MA

Zip Code:
02109

Email Address:
ksilva@mqmlp.com

COMPARATIVE ANALYSIS					
		EXISTING	PROPOSED	PROPOSED	VARIATION
PRODUCE	MULTI-DECK PRODUCE	LF	104	128	24
DELI	MULTI-DECK MEAT/DELI	LF	24	28	4
DAIRY	DAIRY COOLER DOORS (DOORS X 2'S)	LF	29	29	0
DAIRY	MULTI-DECK DAIRY	LF	128	140	12
SEAFOOD & MEAT	SERVICE SEAFOOD & MEAT	LF	28	28	0
SEAFOOD & MEAT	MULTI-DECK MEAT	LF	64	64	0
TAB	MULTI-DECK BEER/WINE	LF	36	60	24
TAB	BEER COOLER DOORS (DOORS X 3)	LF	0	0	0
TAB	WINE/COOLER SHELVING	LF	228	262	34
FROZEN FOOD	MULTI-DECK FROZEN SEAFOOD & MEAT	DR	5	14	9
FROZEN FOOD	MULTI-DECK FROZEN FROOD	DR	9	9	0
FROZEN FOOD	TOTAL FROZEN FROOD NO. OF DOORS	DR	145	139	(6)
SHELVING	CHEESE STORE	LF	2,082	2,252	170
SHELVING	TANIER/COOLER SHELVING	LF	228	262	34
SHELVING	TOTAL SHELVING	LF	2,310	2,492	182
DECOR		SHAWS			

REVISION NOTES:
 FRONT END - REVISED TO BE CHECKSTAND & RELOCATED EXPRESS LANE TO MAKE ROOM FOR FRONT END.
 PRODUCE - ADDED 100' MEASUREMENT IN BACK ROOMS.
 BAKERY - ADDED 10' MEASUREMENT IN BACK ROOMS.
 DAIRY - ADDED 10' MEASUREMENT IN BACK ROOMS.
 SEAFOOD & MEAT - ADDED 10' MEASUREMENT IN BACK ROOMS.
 TAB - ADDED 10' MEASUREMENT IN BACK ROOMS.
 FROZEN FOOD - ADDED 10' MEASUREMENT IN BACK ROOMS.
 SHELVING - ADDED 10' MEASUREMENT IN BACK ROOMS.
 DECOR - ADDED 10' MEASUREMENT IN BACK ROOMS.
 SHAWS - ADDED 10' MEASUREMENT IN BACK ROOMS.
 FRONT END - REVISED TO BE CHECKSTAND & RELOCATED EXPRESS LANE TO MAKE ROOM FOR FRONT END.
 PRODUCE - ADDED 100' MEASUREMENT IN BACK ROOMS.
 BAKERY - ADDED 10' MEASUREMENT IN BACK ROOMS.
 DAIRY - ADDED 10' MEASUREMENT IN BACK ROOMS.
 SEAFOOD & MEAT - ADDED 10' MEASUREMENT IN BACK ROOMS.
 TAB - ADDED 10' MEASUREMENT IN BACK ROOMS.
 FROZEN FOOD - ADDED 10' MEASUREMENT IN BACK ROOMS.
 SHELVING - ADDED 10' MEASUREMENT IN BACK ROOMS.
 DECOR - ADDED 10' MEASUREMENT IN BACK ROOMS.
 SHAWS - ADDED 10' MEASUREMENT IN BACK ROOMS.
 FRONT END - REVISED TO BE CHECKSTAND & RELOCATED EXPRESS LANE TO MAKE ROOM FOR FRONT END.
 PRODUCE - ADDED 100' MEASUREMENT IN BACK ROOMS.
 BAKERY - ADDED 10' MEASUREMENT IN BACK ROOMS.
 DAIRY - ADDED 10' MEASUREMENT IN BACK ROOMS.
 SEAFOOD & MEAT - ADDED 10' MEASUREMENT IN BACK ROOMS.
 TAB - ADDED 10' MEASUREMENT IN BACK ROOMS.
 FROZEN FOOD - ADDED 10' MEASUREMENT IN BACK ROOMS.
 SHELVING - ADDED 10' MEASUREMENT IN BACK ROOMS.
 DECOR - ADDED 10' MEASUREMENT IN BACK ROOMS.
 SHAWS - ADDED 10' MEASUREMENT IN BACK ROOMS.



STATUS LABELS:
 N NEW
 R RELOCATED
 S SURPLUS

LEGEND:
 NEW / SURPLUS (Grey)
 RELOCATED (Red)
 EXISTING (Blue)
 REMOVED (Dashed)

SHAW'S
 FRANKLIN
 03581 (7581)
 255 EAST CENTRAL STREET
 FRANKLIN, MA

DATE PLANNER: D. CREMER
 ISSUE DATE: 10-16-2018
 BUILDING SIZE: 57,862 SF
 MERCHANDISE: 41,897 SF
 FINISHES: 1/8"=1'-0"
 SHEET TITLE: F1.1
 SHEET NO.:

FIELD VERIFY ALL CONDITIONS PRIOR TO INSTALLATION OF EQUIPMENT

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

June 5, 2019

To: Town Council
From: Jamie Hellen, Town Administrator

Re: Lease of the Red Brick Schoolhouse

As everyone is aware, the charter school is moving out of the Red Brick Schoolhouse on its way to greener pastures in their new building this fall.

As a result, earlier this year, the Town issued a Request For Preliminary Expression of Interest to see if any community stakeholder had any ideas on how to use the Schoolhouse, or even put in a bid to lease.

I think the community attracted a great new tenant: the MetroWest Robotics Club. This new tenant will allow the Red Brick Schoolhouse to maintain its status as the oldest continually operating one room schoolhouse for education purposes in the country.

The Robotics Club will be in attendance to give a short overview of their plans to use the space and their club, what they do and execute the lease. I have also set them up to have a discussion with the Public School District about partnering with them on robotics programming in the schools. They have had very good and productive meetings with Assistant Superintendent Joyce Edwards and Assistant Superintendent Lucas Giguere, as many of the club participants are Franklin High School students.

As a final matter of procedure, the Town Council must authorize the Town Administrator to be able to lease the property. After that vote, I can sign the lease here tonight with a special guest of the robotics team.

Some highlights of the lease are:

- \$200 a month rent, or \$2,400 a year, for utilities and trash/recycling costs, which is the cost of service.
- They will provide their own internet and cable with providers.
- The Town retains control to maintain the building. The Town is doing some small renovations to the paint, supports, chimney, additional lock and security enhancements and some odds and ends before they fully move in the summer.
- The lease takes effect July 1st. However, the Club will move in after we have done some of the renovations later in July or early August.
- The lease is for 2 years with ten (10) one-year options.

As always, I am available for any questions you have.



TOWN OF FRANKLIN

RESOLUTION 19-36

RED BRICK SCHOOL: DECLARATION AS SURPLUS AND AVAILABLE FOR DISPOSITION (LEASING) AND AUTHORIZATION TO LEASE TO 4H ALARM ROBOTICS CLUB FOR USE AS A ROBOTICS WORKSHOP OR OTHER EDUCATION-RELATED PURPOSE(S)

WHEREAS, Town owns the property at the intersection of Lincoln and Maple Streets shown on Franklin Assessors' Map 268 as Parcel 16 consisting of 11,654 square feet more or less and containing a building known as the "Red Brick School" and related improvements, and

WHEREAS, by Resolution 08-55 the Franklin Town Council transferred the care, custody, management and control of said property from the Franklin School Committee to the Franklin Town Council to be held for general municipal purposes, and

WHEREAS, said property originally housed one of the oldest continuously operating one-room public schoolhouses in the country and more recently was used by Benjamin Franklin Classical Charter Public School, but is currently not being used for any municipal purpose, and

WHEREAS, 4H Alarm Robotics Club is interested in leasing said property from Town for use as a robotics workshop or for other education-related purpose(s), and

NOW, THEREFORE, THE TOWN OF FRANKLIN ACTING BY AND THROUGH ITS TOWN COUNCIL:

1. Declares that the Town-owned land at the intersection of Lincoln and Maple Streets shown on Franklin Assessors Map 268 as Parcel 16 consisting of 11,654 square feet, more or less, and containing a building known as the "Red Brick School" and related improvements is not currently needed for any municipal purpose and is therefore surplus and available for disposition (leasing) but only for an educational purpose.
2. Authorizes the Town Administrator to lease said property to 4H Alarm Robotics Club for a term of up to ten (10) years for use by them as a robotics workshop or other education-related purpose(s) for such annual rent and upon such other terms and conditions as the Town Administrator shall determine to be in Town's best interests, subject to compliance with G.L. Chapter 32B, Section 16, as applicable

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

DATED: _____, 2019

VOTED:
UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

RECUSED _____

A True Record Attest:

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

LEASE

LEASE AGREEMENT made this _____ day of _____, 2019 by and between the Town of Franklin, a municipal corporation with administrative offices located in the Municipal Building, 355 East Central Street, Franklin, MA (hereinafter: "Landlord") and 4H Alarm Robotics Club, a non-profit educational unincorporated association, by its duly-authorized representative(s) whose name(s) appear on the signature page (hereinafter: "Tenant"):

LANDLORD hereby leases to TENANT for an initial term of TWO (2) YEARS commencing on the first day of July 2019 and terminating on the thirtieth day of June 2021 the premises located at 2 Lincoln Street, Franklin, MA, consisting of 11,654 square feet and containing a building known as "Red Brick Schoolhouse":

Said letting is subject to and upon the following express TERMS and CONDITIONS:

1. The annual rent for the lease term shall be twenty-four hundred dollars(\$2,400) per year payable in advance on or before July 1 of each year that this lease or any extension is in effect;
2. LANDLORD shall be responsible for payment of charges for providing water, sewer, electrical services and for cost of heating;
3. This lease may be extended for up to ten (10) additional one-year terms. The lease shall automatically extend,at the same annual rent and upon the same remaining terms and conditions from year to year, unless one party gives written notice to the other party at least one hundred twenty (120) days prior to expiration of the current lease term;
4. TENANT shall use the demised premises solely for a robotics workshop consistent with its non-profit educational purpose or for another education-related purpose;
5. TENANT shall not use or permit said premises to be used for any other purpose without the prior written consent of LANDLORD;
6. TENANT shall at all times maintain and keep in good repair all portions of the demised premises and shall deliver up said premises upon the termination of the tenancy for any reason in the same condition as said premises were in at the commencement of the tenancy excepting only reasonable wear and damage by unavoidable casualty;

PROVIDED THAT LANDLORD shall be responsible for maintaining and keeping in good repair all plumbing, electrical wiring, electrical and plumbing fixtures;

TENANT shall not undertake any substantial repairs without first notifying LANDLORD which may at its option have any needed repair work performed by a party of LANDLORD'S choosing at LANDLORD'S expense;

TENANT shall promptly notify LANDLORD of the existence upon the demised premises of any defects or other conditions requiring repair work;

7. TENANT shall not permit said premises to be overloaded or used in violation of existing zoning or for any unlawful, immoral or otherwise unreasonably noisy or offensive activity; TENANT shall not use or permit said premises to be used for any purpose which would render said premises uninsurable against fire or would result in an increased or extra premium for said coverage;
8. TENANT shall have the sole responsibility for insuring its furniture, fixtures, equipment and other contents against fire, flood and other casualty.
9. In no event shall LANDLORD be liable to TENANT or to any person or party claiming by or through TENANT by reason of injury, loss, damage or expense resulting from fire, flood, equipment or system failure, or any other cause, whether or not within LANDLORD'S control. In addition, LANDLORD shall not be liable to TENANT, its agents, servants, employees or customers or any other user or occupant of the demised premises for any injury, loss, damage or expense to person or property resulting from the use or occupancy of the demised premises, whether or not the result of an act or omission of LANDLORD or person or party within his control;
10. TENANT shall not mark, paint, drill into or in any way deface any part of the demised premises nor shall TENANT make any alterations, additions or improvements without first obtaining LANDLORD'S approval in writing;
11. TENANT shall not erect any signs or advertisements without first obtaining LANDLORD'S approval which shall not be unreasonably withheld;
12. TENANT shall permit LANDLORD entry to all portions of the demised premises at reasonable times to inspect the same and to undertake repairs, alterations, improvements or additions PROVIDED THAT any construction work does not significantly impair TENANT'S ability to use the premises;

13. TENANT shall peaceably deliver up the demised premises at the termination of the lease term in the same condition as said premises were in at the commencement of the lease excepting only reasonable wear and unavoidable casualty and shall at that time remove all its fixtures, goods and effects from said premises; TENANT shall indemnify and hold LANDLORD harmless against any liability, loss, damage or expense arising from TENANT'S failure to comply with the terms of this provision;
14. TENANT shall not assign this lease and TENANT shall not sublet the demised premises or any portion thereof. Any attempted assignment or subletting in violation of the provisions of this paragraph shall be a nullity and shall constitute a material breach of this Lease;
15. If either the entire or any portion of the demised premises shall be destroyed by unavoidable casualty, then LANDLORD may, at its option, rebuild or repair said premises or may declare this lease terminated as of the date of loss;
16. This lease is upon the express condition that TENANT shall fully and faithfully honor the terms contained herein and that TENANT shall timely and fully perform the obligations which it has assumed hereunder including, without limitation, the payment when due of each and every rent installment hereunder.

If TENANT fails to make any rental payment when it is due or fails to remedy any other breach of this LEASE within ten (10) days of its receipt from LANDLORD of notice thereof, or if TENANT violates any federal, state or local law, regulation, ordinance or by-law or if TENANT files for receivership or bankruptcy, is adjudicated bankrupt, or makes an assignment for the benefit of creditors, then LANDLORD may declare this Lease terminated, may commence immediate eviction proceedings and/or proceedings to recover rent arrearages, may re-let the premises for TENANT's account, and may otherwise employ the remedies or any of them afforded to LANDLORD by the statutes and common law of the Commonwealth.

In addition to the foregoing, LANDLORD shall have the right to commence a civil action for damages against TENANT, seeking indemnification for any and all expenses, including court costs and attorneys fees which LANDLORD incurs by reason of TENANT'S breach or default.

17. Any notice by either party to the other shall be in writing and shall be deemed to be duly-given only if delivered personally or if mailed certified mail, return receipt

requested addressed to TENANT or to LANDLORD at the address noted in this lease;

18. TENANT shall defend, indemnify and hold LANDLORD harmless from and against any and all liability for injury, loss, damage or expense to any person or property arising from any act or omission occurring upon the demised premises which is not directly attributable to LANDLORD or its agents, servants or employees; TENANT shall at all times maintain a policy of public liability insurance with single limits of not less than one million dollars in general aggregate and shall have Town of Franklin named as an additional insured thereon. TENANT shall provide LANDLORD with satisfactory evidence of its compliance with this provision.

This lease embodies the full and complete understanding and agreement of the parties hereto. It shall be binding upon and inure to the benefit of LANDLORD'S and TENANT'S representatives, successors, heirs and assigns. It shall be governed in all respects by the law of the Commonwealth of Massachusetts. Any amendment or modification shall be in writing and signed by both LANDLORD and TENANT.

IN WITNESS WHEREOF, LANDLORD and TENANT have each caused this lease to be executed on its behalf by its duly-authorized officer or representative on the date noted in the first paragraph hereof.

TOWN OF FRANKLIN, by its
Town Administrator, duly-authorized:

4H Alarm Robotics Club, by its
duly-authorized representatives:

Jamie Hellen
Town Administrator

Stephen W. Dunbar, PE, PMP
Club Leader

Date: _____

Date: _____



TOWN OF FRANKLIN

RESOLUTION 19-37

Acceptance of Gift – Franklin Veterans Services

WHEREAS, The Franklin Veterans Services Department will receive a generous donation of \$300 from an anonymous donor to be used for Franklin Veteran Services.

NOW THEREFORE, BE IT RESOLVED THAT:

The Town Council of the Town of Franklin on behalf of Franklin Veteran Services Department gratefully accepts this generous donation to be used for the Franklin Veteran Services for their continued support.

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

May 29, 2019

On behalf of the Town of Franklin, I would like to you for your recent donation to the Franklin Veterans Services.

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: Dale Kurtz, Veterans Agent



TOWN OF FRANKLIN

RESOLUTION 19-38

Acceptance of Gift – Conservation Commission

WHEREAS, The Franklin Conservation Commission will receive a generous donation of \$1,000 from Mr. Joseph Halligan to be used at the discretion of the commission toward any public event or items it may need at any given time.

NOW THEREFORE, BE IT RESOLVED THAT:

The Town Council of the Town of Franklin on behalf of Franklin Conservation Commission gratefully accepts this generous donation to be used by the Franklin Conservation Commission to be used at the discretion of the commission toward any public events or items it may need at any given time.

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:_____

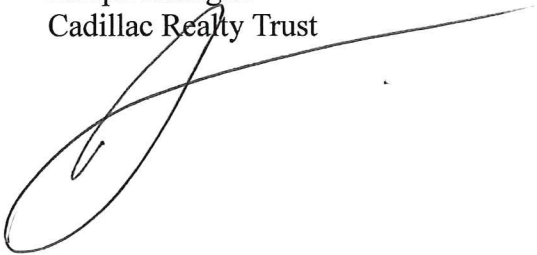
Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

May 9, 2019

I Joseph Halligan resident of 1 Newell Drive Franklin and Manager of Cadillac Realty Trust, hereby donate \$1,000. to the Conservation Commission to be set up in an account and be used at the discretion of the commission toward any public events or items it may need at any given time.

Joseph Halligan
Cadillac Realty Trust

A handwritten signature in black ink, appearing to be 'J Halligan', written over the printed name and title.

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

May 29, 2019

Joseph Halligan
1 Newell Drive
Franklin, MA 02038

Dear Mr. ^{Joe}Halligan,

On behalf of the Town of Franklin, I would like to you for your recent donation to the Franklin Conservation Commission.

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: Jenn Delmore, Conservation Agent



TOWN OF FRANKLIN

RESOLUTION 19-39

Acceptance of Gift – Franklin Cultural Council

WHEREAS, The Franklin Cultural Council will receive a generous donation of \$3,650 from the following organizations to be used for the Taste of Art week Festival

Middlesex Savings Bank	\$250
La Cantina Winery	\$250
Dean College	\$250
Police Union	\$250
Fireman’s Union	\$250
Office of Senate President Spilka	\$300
Representative Jeffrey Roy	\$300
Liberty Realty	\$300
Dedham Savings Bank	\$500
Dean Bank	\$1,000

NOW THEREFORE, BE IT RESOLVED THAT:

The Town Council of the Town of Franklin on behalf of Franklin Cultural Council gratefully accepts these generous donations to be used by the Franklin Cultural Council to be used for the Taste of Art Week Festival.

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



Chrissy Whelton <cwhelton@franklinma.gov>

For TC mtg

1 message

Franklin Cultural Council <franklinculturalcouncil02038@gmail.com>
To: Chrissy Whelton <cwhelton@franklinma.gov>

Mon, May 13, 2019 at 5:27 PM

Hi Chrissy,
Can you please put the following on the next TC agenda?

Thank you!
Stacey

The Franklin Cultural Council and Random Smile Project would like to thank the following organizations for their sponsorship of the Taste of ArtWeek festival:

Middlesex Savings Bank	\$	250.00
La Cantina Winery	\$	250.00
Dean College	\$	250.00
Police union	\$	250.00
Firemen's union	\$	250.00
Office of Senate President Spilka	\$	300.00
Rep. Jeff Roy	\$	300.00
Liberty Realty	\$	300.00
Dedham Savings Bank	\$	500.00
Dean Bank	\$	1,000.00

*Stacey David, Chair
Franklin Cultural Council*

TOWN OF FRANKLIN

RESOLUTION NO.: 19-40

APPROPRIATION: Cable Funds in Support of PEG Service and Programming per MGL Ch. 44, §53F3/4

TOTAL REQUESTED:

PURPOSE: To appropriate \$181,980.87 from the PEG Access and Cable Related Fund created under MGL Ch. 44, §53F3/4, representing the amount received in the previous quarter, to be paid to Franklin Cable Access Corp. to operate the cable access studio and otherwise fund its operations.

MOTION

Be It Moved and Voted by the Town Council that the sum of

\$181,980.87 be appropriated from the PEG Access and Cable Related Fund created under MGL Ch. 44, §53F3/4, to be paid to Franklin Cable Access Corp. to operate the cable access studio and otherwise fund its operations..

DATED: _____

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

SCHEDULE OF DEPARTMENTAL PAYMENTS TO TREASURER

Turnover Number:

Department:
ADMINISTRATION
123

Date: May 30, 2019

FROM WHOM	DESCRIPTION	CODE	AMOUNT	TOTAL
	One Day Alcoholic Licenses	1AL123		
	One Day Beer/Wine Licenses	1BR123		
	Alcoholic Beverage Licenses	ALC123		
	Amusement Licenses	AMU123		
	Auctioneer Licenses	AUC123		
	Cable TV Franchise Fee	CAB123		
	Class II 2nd Hand Car Licenses	CAR123		
	Cable TV License	CBL123		
	Common Victual Licenses	CVC123		
	Permits - Administration	PER123		
	Rentals - Administration	REN123		
	Town Common - Gift	COM123		
	Cable Gift Revenues	123CBL		
	Recreation Improvements - Gift	REC123		
	Insurance Recovery	INS123		
	Transportation - Gift	TRN123		
	Welcome Sign - Gift	WEL123		
	Otherwise Unclassified Revenue - Other	UNC980		
	Downtown Manager - Gift Revenue	DTN177		
First Quarter fees	Comcast Cable TV	VERCBL		\$ 82,820.56
TOTAL				\$ 82,820.56

To the Town Accountant:

The above is a detailed list of moneys collected by me, amounting in the aggregate to:

Eighty Two Thousand Eight Hundred Twenty Dollars and Fifty Six Cents

for the period ending May 30, 2019
Town Treasurer, whose receipt I hold therefor.

which I have paid to the

Signature 
Chrissy Whelton, Assistant to the Town Admin



System Name: Comcast of Massachusetts II, Inc.
 Email: Patrick_Moore@cable.comcast.com
 Phone: 610-665-2575

Vendor ID:	150328
Contract Name:	Franklin MA
Statement Period:	Jan - Mar, 2019
Payment Amount:	\$82,820.56
Statement Number:	571101
CUID:	MA0152
System ID:	8773-1000-0160

FRANKLIN TOWN OF MA
 355 EAST CENTRAL STREET

 FRANKLIN, MA, 02038

This statement represents your payment for the period listed above.

Revenue Category	Amount
Expanded Basic Video Service	\$454,775.28
Limited Basic Video Service	\$284,573.59
Digital Video Service	\$412,289.42
Pay	\$251,175.98
PPV / VOD	\$65,400.18
Digital Video Equipment	\$77,383.86
Video Installation / Activation	\$5,746.50
Franchise Fees	\$82,163.64
PEG Fees	\$10,177.14
State Assessment	\$2,859.75
Guide	\$103.02
Other	\$8,756.23
Late Fees	\$2,733.60
Write-offs / Recoveries	(\$9,589.85)
Ad Sales	\$70,229.56
Home Shopping Commissions	\$6,648.87
Total	\$1,725,426.77
Franchise Fee %	4.80 %
Franchise Fee	\$82,820.56

To the best of my knowledge and belief, the above is a true and correct statement for the accounting of the gross revenues received by this corporation for the period.

CM

 Chad Mackey
 Sr. Analyst

TOWN OF FRANKLIN

SCHEDULE OF DEPARTMENTAL PAYMENTS TO TREASURER

Turnover Number:

Department:
ADMINISTRATION
123

Date: May 30, 2019

FROM WHOM	DESCRIPTION	CODE	AMOUNT	TOTAL
	One Day Alcoholic Licenses	1AL123		
	One Day Beer/Wine Licenses	1BR123		
	Alcoholic Beverage Licenses	ALC123		
	Amusement Licenses	AMU123		
	Auctioneer Licenses	AUC123		
	Cable TV Franchise Fee	CAB123		
	Class II 2nd Hand Car Licenses	CAR123		
	Cable TV License	CBL123		
	Common Victual Licenses	CVC123		
	Permits - Administration	PER123		
	Rentals - Administration	REN123		
	Town Common - Gift	COM123		
	Cable Gift Revenues	123CBL		
	Recreation Improvements - Gift	REC123		
	Insurance Recovery	INS123		
	Transportation - Gift	TRN123		
	Welcome Sign - Gift	WEL123		
	Otherwise Unclassified Revenue - Other	UNC980		
	Downtown Manager - Gift Revenue	DTN177		
First Quarter fees	Verizon Cable TV	VERCBL		\$ 9,014.58
TOTAL				\$ 9,014.58

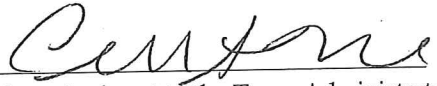
To the Town Accountant:

The above is a detailed list of moneys collected by me, amounting in the aggregate to:

Nine Thousand Fourteen dollars and Sixty Seven Cents

for the period ending May 30, 2019
Town Treasurer, whose receipt I hold therefor.

which I have paid to the

Signature 
Chrissy Whelton, Assistant to the Town Administrator

PEG Grant Report 1st Quarter 2019

Town of Franklin

Verizon - JBA

Massachusetts

PEG Fee Rate:

0.500%

	January	February	March	Quarter Total
Monthly Recurring Cable Service Charges (e.g. Basic, Enhanced Basic, Premium and Equipment Rental)	\$522,330.58	\$521,201.96	\$518,022.87	\$1,561,555.41
Usage Based Charges (e.g. PayPer View, Installation)	\$25,799.89	\$22,393.89	\$24,358.45	\$72,552.03
Advertising	\$22,527.18	\$11,738.57	\$33,437.66	\$67,703.41
Home Shopping	\$1,229.47	\$1,222.68	\$1,511.25	\$3,963.40
Late Payment	\$0.00	\$0.00	\$0.00	\$0.00
Other Misc. (Leased Access & Other Misc.)	\$5,025.89	\$2,823.18	\$5,058.02	\$12,907.09
License Fee Billed	\$0.00	\$0.00	\$0.00	\$0.00
PEG Fee Billed	\$31,212.02	\$31,028.67	\$31,084.59	\$93,325.28
Less:				
Bad Debt	(\$5,421.83)	(\$1,460.60)	(\$2,209.60)	(\$9,092.03)
Total Receipts Subject to PEG Fee Calculation	\$602,703.19	\$588,948.15	\$611,263.24	\$1,802,914.58
Adjustment	\$0.00	\$0.00	\$0.00	\$0.00
PEG Grant	\$3,013.52	\$2,944.74	\$3,056.32	\$9,014.58

Verizon New England Inc. is hereby requesting that this information be treated as confidential and proprietary business information in accordance with the terms of the Cable Television Final License granted to Verizon New England Inc. This information is not otherwise readily ascertainable or publicly available by proper means by other persons from another source in the same configuration as provided herein, would cause substantial harm to competitive position of Verizon in the highly competitive video marketplace if disclosed, is intended to be proprietary confidential business information and is treated by Verizon as such.

TOWN OF FRANKLIN

SCHEDULE OF DEPARTMENTAL PAYMENTS TO TREASURER

Turnover Number:

Department:

Date: May 30, 2019

ADMINISTRATION

123

FROM WHOM	DESCRIPTION	CODE	AMOUNT	TOTAL
	One Day Alcoholic Licenses	1AL123		
	One Day Beer/Wine Licenses	1BR123		
	Alcoholic Beverage Licenses	ALC123		
	Amusement Licenses	AMU123		
	Auctioneer Licenses	AUC123		
	Cable TV Franchise Fee	CAB123		
	Class II 2nd Hand Car Licenses	CAR123		
	Cable TV License	CBL123		
	Common Victual Licenses	CVC123		
	Permits - Administration	PER123		
	Rentals - Administration	REN123		
	Town Common - Gift	COM123		
	Cable Gift Revenues	123CBL		
	Recreation Improvements - Gift	REC123		
	Insurance Recovery	INS123		
	Transportation - Gift	TRN123		
	Welcome Sign - Gift	WEL123		
	Otherwise Unclassified Revenue - Other	UNC980		
	Downtown Manager - Gift Revenue	DTN177		
First Quarter fees	Verizon Cable TV	VERCBL		\$ 90,145.73
TOTAL				\$ 90,145.73

To the Town Accountant:

The above is a detailed list of moneys collected by me, amounting in the aggregate to:

Ninty Thousand One Hundred Forty Five Dollars and Seventy Three Cents

for the period ending May 30, 2019
Town Treasurer, whose receipt I hold therefor.

which I have paid to the

Signature



Chrissy Whelton, Assistant to the Town Admin

PEG Grant Report 1st Quarter 2019

Town of Franklin

Verizon - fBA

Massachusetts

PEG Fee Rate:

5.00%

	January	February	March	Quarter Total
Monthly Recurring Cable Service Charges (e.g. Basic, Enhanced Basic, Premium and Equipment Rental)	\$522,330.58	\$521,201.96	\$518,022.87	\$1,561,555.41
Usage Based Charges (e.g. PayPer View, Installation)	\$25,799.89	\$22,393.69	\$24,358.45	\$72,552.03
Advertising	\$22,527.18	\$11,738.57	\$33,437.66	\$67,703.41
Home Shopping	\$1,229.47	\$1,222.68	\$1,511.25	\$3,963.40
Late Payment	\$0.00	\$0.00	\$0.00	\$0.00
Other Misc. (Leased Access & Other Misc.)	\$5,025.89	\$2,823.18	\$5,058.02	\$12,907.09
License Fee Billed	\$0.00	\$0.00	\$0.00	\$0.00
PEG Fee Billed	\$31,212.02	\$31,028.67	\$31,084.59	\$93,325.28
Less:				
Bad Debt	(\$5,421.83)	(\$1,460.60)	(\$2,209.60)	(\$9,092.03)
Total Receipts Subject to PEG Fee Calculation	\$602,703.19	\$588,948.15	\$611,263.24	\$1,802,914.58
PEG Grant	\$30,135.16	\$29,447.41	\$30,563.16	\$90,145.73

Verizon New England Inc. is hereby requesting that this information be treated as confidential and proprietary business information in accordance with the terms of the Cable Television Final License granted to Verizon New England Inc. This information is not otherwise readily ascertainable or publicly available by proper means by other persons from another source in the same configuration as provided herein, would cause substantial harm to competitive position of Verizon in the highly competitive video marketplace if disclosed, is intended to be proprietary confidential business information and is treated by Verizon as such.

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, CHRISSEY 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.

~~(c)~~(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

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

June 5, 2019

To: Town Council
From: Jamie Hellen, Town Administrator

Re: Amendment to the Chapter 25 Human Resource Management

I am asking the Council to amend the Town's Human Resources Management bylaw by modernizing the language to allow us to keep these documents more up to date and communicate better with employees.

I would like to amend language to make the employee policies manual online on the Town website. It will also be part of a new central Google Team Drive portal for all staff to have Human Resources materials and Town policies in one central repository. As you know, the Human Resources Director just rewrote and updated the entire Employee Policies manual. Eliminating the 30-day notification requirement to the Council will allow us to update policies based on employee feedback, changing conditions in the market or adapt state or federal laws that are enacted and ensure our employees have the most up to date information. The latest copy of the employment policies will of course still be required to be in the Town Clerk's Office.

Second, I am requesting to update the bylaws to remove the requirement that the Compensation plan requires an annual vote of the Council. This will enable me to properly merge the "Classification Plan" with the "Compensation Plan", which actually has overlapping information and is very confusing in its current form. A few additional points:

- The entire Classification Plan and Compensation Plan is already in the Town Budget. Thus, by amending this bylaw, we are reducing redundant votes, streamlining the plans into one document to make it more understandable and transparent to employees. Many employees have recently given Karen and I a lot of feedback on changes they would like to job titles and job descriptions to reflect the work they are actually doing or what they will be doing in the future.
- This document is only for nonunion employees as unionized staff are within their CBA agreements.
- I am also requesting the bylaw be amended to require a copy of this document be available in the Town Clerk's Office, like the employee policies. Currently, this document is not required by our bylaws to be in the Clerk's Office.

Third, while we are amending this bylaw, I have proposed updated the anti-discrimination clauses in our bylaw, which have not been updated in twenty years to reflect state and federal laws. All of this proposed language is actually duplicative of what is already in our policies.



TOWN OF FRANKLIN

BY-LAW AMENDMENT 19-843

Chapter 25 - Human Resource Management

A By-law to Amend the Code of Franklin at Chapter 25 – Human Resource Management.

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT the Code of the Town of Franklin is amended at Chapter 25 – Human Resource Management.

Chapter 25 – Human Resources Management

GENERAL REFERENCES Administration of government

§ 25-1. Purpose and intent.

~~A.~~—The purpose of the Personnel Bylaw is to establish a framework for public human resources management for the Town of Franklin based on merit to support the operational needs of Town government. Systems and procedures developed as a result of this bylaw provide means to recruit, retain, and develop employees to provide cost effective and outstanding customer service to the community. All human resources actions in the Town shall be made without regard to race, color, religious creed, national origin, ancestry, sex (including pregnancy, childbirth and related medical conditions), gender identity, age, criminal record (inquiries only), handicap (disability), mental illness, sexual orientation, active military personnel, and genetics. Actions will be based on merit and fitness without regard to sex, race, religion, color, age, handicap, political affiliations, personal relationships, or other non-job-related factors. ~~They shall be based on merit and fitness.~~

~~B.~~—

This bylaw and policies adopted pursuant to this bylaw are not intended to be all-inclusive. Final discretion as to interpretation and as to the appropriate course of action concerning a personnel matter shall be that of the Town Administrator.

§ 25-2 Authority of Town Administrator.

The Town Administrator is the appointing authority for all positions and employees except elected officers and employees of the School Department in pursuance of the provisions of MGL c. 41, §§ 108A and 108C, and the Town Charter, § 4.2.5. All human resource management actions are under the authority of the Town Administrator.

§ 25-3 Definitions.

CHARTER — Franklin Town Home Rule Charter.

POLICIES

This term includes policies, procedures, rules and regulations.

THE BYLAW

Human Resource Management Bylaw.

TOWN CODE

Code of the Town of Franklin.

§ 25-4 Applicability; conflicts.

- A. All Town departments and positions shall be subject to the provision of this bylaw and policies adopted pursuant to this bylaw, except elected officers and employees of the School Department in pursuance of the provisions of MGL c. 41, §§ 108A and 108C.
- B. To the extent that there is a direct conflict between the language of a collective bargaining agreement and this bylaw or policies adopted pursuant to it, the provisions of the collective bargaining agreement shall prevail.
- C. Nothing in this bylaw shall be construed to conflict with any provision of the Town Charter; to the extent that any apparent conflict exists, it shall be determined in favor of the Charter.

§ 25-5 Construal of provisions.

- A. State Civil Service Law and Regulations. Nothing contained in this bylaw shall be construed to conflict with MGL c. 31 and regulations adopted in conformance with MGL c.31.
- B. Other statutes. Nothing contained in this bylaw or in policies adopted pursuant to it shall be construed to conflict with any statute of general application, special law enacted for the Town of Franklin or any permissive statute accepted by the Town of Franklin. To the extent that any apparent conflict exists, statutory language shall control.

§ 25-6 Responsibility for administration.

- A. The Town Administrator is the appointing authority for all municipal positions, excluding elected officials and employees working under the direct direction of the School Committee. This applies to all hiring, promotion, and termination actions.
- B. The Town Administrator, in accord with § 4-2-3(g) of the Home Rule Charter, is responsible for the daily administration of the human resource management system. The Town Administrator or his/her designee shall be responsible for the development of the human resources system which meets the current and projected needs of the Town. The Town Administrator or his/her designee shall conduct research to keep the human resources systems and policies current with industry best practices. Policies may address topics including, but not limited to, recruitment and selection, compensation for employees, benefit programs, time off, methods of selection of personnel, employee conduct, performance management, safety and workplace violence, employee relations, training and employee development.

§ 25-7 Delegation of authority.

- A. The Town Administrator may appoint a Human Resources Director for the Town of Franklin who will impartially and equitably oversee all personnel activities of Town

government in administering this bylaw, but the Town Administrator shall retain responsibility for all such delegated acts and approval of personnel matters.

~~B.~~ From time to time the Human Resources Director will review and amend the classification and compensation plan, which establishes position titles, grades and salary ranges for all non-union employees. minimum and maximum salaries for pay ranges. ~~This compensation plan shall be submitted to the Town Council for approval prior to implementation.~~ Adjustments to the classification and compensation plan will be based on current job responsibilities and market conditions. A copy of the most recent plan shall be filed with the Town Clerk.

§ 25-8 Management policies.

- A. The Town Administrator shall adopt policies to implement this bylaw and will ensure that policies reflect professional practices, are kept current with federal and state laws and regulations, and are in accord with the Home Rule Charter and other provisions of the Town Code.
- B. The Town Administrator will ensure that department heads, supervisory personnel and employees have access to current policies to promote efficiency and economy of government.
- C. The Town of Franklin is an equal opportunity employer. ~~and does not make any personnel decisions on the basis of an applicant's race, gender, national origin, religion, age, color, or disability status.~~ Discrimination against any person in recruitment, examination, appointment, training, promotion, retention, or any other personnel action because of race, color, religious creed, national origin, ancestry, sex (including pregnancy, childbirth and related medical conditions), gender identity, age, criminal record (inquiries only), handicap (disability), mental illness, sexual orientation, active military personnel, genetics, rae, creed, color, national origin, age, sex, handicap, political affiliation, or other nonmerit factor is prohibited except where such factor is a bona fide occupational requirement.

§ 25-9 Employee rights and responsibilities.

- A. Employees who choose to work for the Town of Franklin can expect a workplace free from discrimination, harassment, or political pressure.
- B. Employees are expected to conduct business with integrity and to report any instances of irregularity or fraud. They must not use their position for personal gain, nor engage in any conduct which may reflect unfavorably upon the Town.

§ 25-10 Adoption of policies.

The Town Administrator is empowered and authorized by this bylaw to adopt human resource management policies defining the rights, benefits, and obligations of employees subject to this bylaw. ~~Such policies shall become effective in accordance with the following procedure:~~

- A. The Town Administrator may develop, amend or revise rules, regulations, policies, and procedures to meet the current needs of the Town of Franklin.

B. The new or amended policies and their proposed effective date shall be communicated to employees and posted on the town website.

C. Copies of the new or amended policies shall be filed with the Town Clerk.

D.

~~B. distributed to the Town Council at a regularly scheduled meeting. The Town Council shall have 30 days to accept, reject or amend the policy. If the Town Council takes no action within 30 days, the proposed policy shall take effect.~~

~~C. The new or amended policies shall be communicated to employees.~~

~~Copies of the new or amended policies shall be filed with the Town Clerk.~~

§ 25-11 Severability.

The provisions of this bylaw and the policies adopted pursuant to this bylaw are severable. If any bylaw provision or policy is held invalid, the remaining provision of the bylaw or policy shall not be affected thereby.

This by-law Amendment shall become effective in accordance with the provisions of the Franklin Home Rule Charter

DATED: _____, 2019

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

Teresa M. Burr
Town Clerk

ABSTAIN _____

ABSENT _____

RECUSED _____

Glenn Jones, Clerk