



## 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

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**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

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# 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**

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28 STATE STREET, SUITE 802  
BOSTON, MA 02109

April 18, 2019

**VIA HAND DELIVERY**

Town Administrator's Office  
Municipal Building, 3<sup>rd</sup> 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:

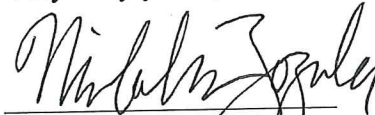
Enclosed please find the following documents in connection with Shaw's Supermarkets Inc.'s application for an Alteration of Premises of the above-referenced Off Premise Retail License, exercised at 255 East Central Street, Franklin, MA:

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](http://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

ADDRESS

CITY/TOWN

STATE

ZIP CODE

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/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>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](http://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"/> <b>Change of License Category</b> All Alcohol, Wine and Malt, Wine Malt and Cordials	Last-Approved License Category	
	Requested New License Category	
<input type="checkbox"/> <b>Change of License Class</b> Seasonal or Annual	Last-Approved License Class	
	Requested New License Class	
<input type="checkbox"/> <b>Change of License Type*</b> 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"/> <b>Change of Corporate Name</b>	Last-Approved Corporate Name:	
	Requested New Corporate Name:	
<input type="checkbox"/> <b>Change of DBA</b>	Last-Approved DBA:	
	Requested New DBA:	
<input type="checkbox"/> <b>Change of Corporate Structure</b> LLC, Corporation, Sole Proprietor, etc	Last-Approved Corporate Structure	
	Requested New Corporate Structure	

**4. AMENDMENT-Pledge Information**

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

## 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):

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### 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.
- 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/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>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                                |

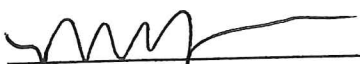
"VOTED: To authorize  Name of Person

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

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**

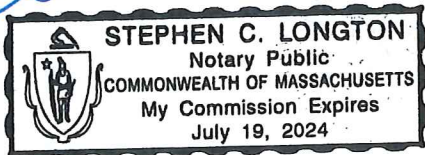
LAST NAME: Larson FIRST NAME: Michelle MIDDLE NAME: N/A  
 MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A PLACE OF BIRTH: Madrid, Spain  
 DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE): N/A  
 MOTHER'S MAIDEN NAME: Yun DRIVER'S LICENSE #: DO5528732 STATE LIC. ISSUED: Arizona  
 GENDER: FEMALE HEIGHT: 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

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**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

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DEBORAH B. GOLDBERG  
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.  
CHAIRMAN

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**ABCC LICENSE INFORMATION**

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

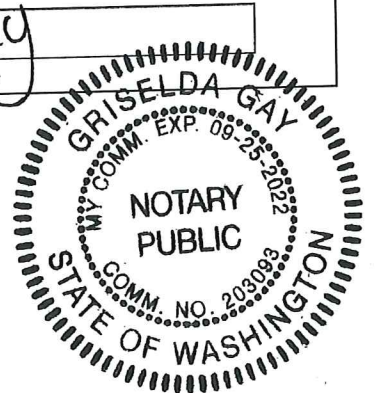
**PRINT AND SIGN**

PRINTED NAME:	Brian Turner	APPLICANT/EMPLOYEE SIGNATURE:	<i>Brian K. Turner</i>
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**NOTARY INFORMATION**

On this 8<sup>th</sup> 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>

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Boston, MA 02114

STEVEN GROSSMAN  
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.  
CHAIRMAN

CORI REQUEST FORM

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**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  
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CHAIRMAN

CORI REQUEST FORM

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**ABCC LICENSE INFORMATION**

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

**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: [ ]  
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**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**

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

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

**PRINT AND SIGN**

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

NOTARY

**DIVISION USE ONLY**

<b>REQUESTED BY:</b>	
<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.</small>	



**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

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**ABCC LICENSE INFORMATION**

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

**APPLICANT INFORMATION**

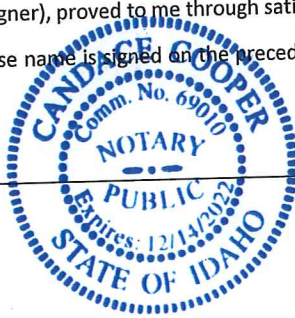
LAST NAME: Morton FIRST NAME: Gary MIDDLE NAME: Ray  
 MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A PLACE OF BIRTH: Wenatcha, WA  
 DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE):  
 MOTHER'S MAIDEN NAME: Kaye DRIVER'S LICENSE #: IJ159463J STATE LIC. ISSUED: Idaho  
 GENDER: MALE HEIGHT: 6 1 WEIGHT: 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  
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*KIM S. GAINSBORO, ESQ.  
CHAIRMAN*

**STEVEN GROSSMAN  
TREASURER AND RECEIVER GENERAL**

**CORI REQUEST FORM**

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**ABCC LICENSE INFORMATION**

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

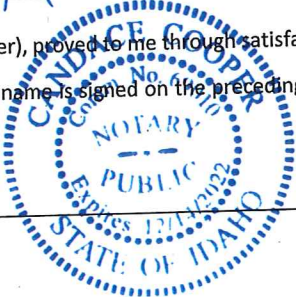
LAST NAME:	Morris	FIRST NAME:	Susan	MIDDLE NAME:	Diane			
MAIDEN NAME OR ALIAS (IF APPLICABLE):	Fells	PLACE OF BIRTH:	Denver, CO					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	N/A			
MOTHER'S MAIDEN NAME:	Messner	DRIVER'S LICENSE #:	ZE322411C	STATE LIC. ISSUED:	Idaho			
GENDER:	FEMALE	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>
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**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>

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STEVEN GROSSMAN  
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KIM S. GAINSBORO, ESQ.  
CHAIRMAN

CORI REQUEST FORM

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**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 11<sup>th</sup> 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.



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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 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.



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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.



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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
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**APPLICANT INFORMATION**

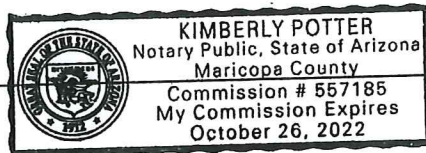
LAST NAME:	Allen	FIRST NAME:	Sharon	MIDDLE NAME:	Lee			
MAIDEN NAME OR ALIAS (IF APPLICABLE):	Irwin	PLACE OF BIRTH:	Twin Falls, Idaho					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Horne	DRIVER'S LICENSE #:	N/A	STATE LIC. ISSUED:	<del>ARIZONA</del> (N/A)			
GENDER:	FEMALE	HEIGHT:	5	5	WEIGHT:	130	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>
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**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.



*K 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: 01708-PK-0116 (IF EXISTING LICENSEE)      LICENSEE NAME: Shaw's Supermarkets, Inc.      CITY/TOWN: Boston

**APPLICANT INFORMATION**

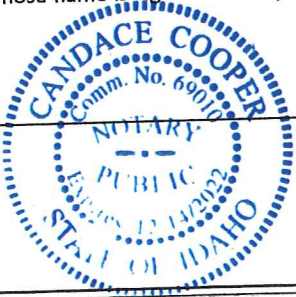
LAST NAME: Davis      FIRST NAME: Steven      MIDDLE NAME: A.  
 MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A      PLACE OF BIRTH: Milwaukee, WI  
 DATE OF BIRTH:      SSN:      ID THEFT INDEX PIN (IF APPLICABLE):  
 MOTHER'S MAIDEN NAME: Holton      DRIVER'S LICENSE #: TK039592      STATE LIC. ISSUED: 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: *Steven A. Davis*

**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: \_\_\_\_\_  
 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.



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239 Causeway Street, First Floor  
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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

**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
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**APPLICANT INFORMATION**

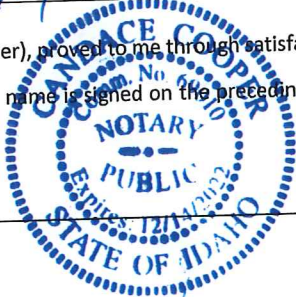
LAST NAME:	Donald	FIRST NAME:	Laura	MIDDLE NAME:	Andrea			
MAIDEN NAME OR ALIAS (IF APPLICABLE):	Gordon	PLACE OF BIRTH:	Oakland, CA					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	N/A			
MOTHER'S MAIDEN NAME:	Pickus	DRIVER'S LICENSE #:	ZH474768A	STATE LIC. ISSUED:	Idaho			
GENDER:	FEMALE	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>
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**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.


  
*Cambridge Cooper*  
 NOTARY

**DIVISION USE ONLY**

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

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CHAIRMAN

STEVEN GROSSMAN  
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

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**ABCC LICENSE INFORMATION**

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

**APPLICANT INFORMATION**

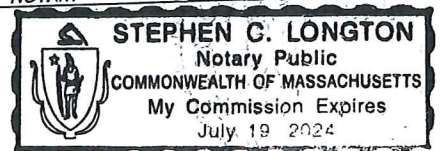
LAST NAME: Garnett FIRST NAME: Cynthia MIDDLE NAME: R  
MAIDEN NAME OR ALIAS (IF APPLICABLE): McCarthy PLACE OF BIRTH: Taunton, MA  
DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE): N/A  
MOTHER'S MAIDEN NAME: Carrier DRIVER'S LICENSE #: S45909090 STATE LIC. ISSUED: Massachusetts  
GENDER: FEMALE 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: *Cynthia R. Garnett*

**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:   
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE  
The DCII Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity 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**

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**ABCC LICENSE INFORMATION**

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

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

**PRINT AND SIGN**

<b>PRINTED NAME:</b>	Kim Samuel Fennebresque	<b>APPLICANT/EMPLOYEE SIGNATURE:</b>	
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**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**

<b>REQUESTED BY:</b>	
	<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  
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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**

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

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

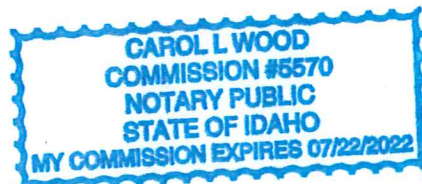
**PRINT AND SIGN**

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

Carol L. Wood  
NOTARY



**DIVISION USE ONLY**

<b>REQUESTED BY:</b>	
<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**

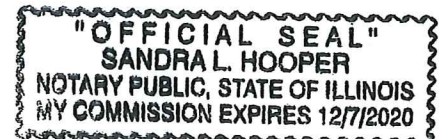
LAST NAME: Klaff FIRST NAME: Hersch MIDDLE NAME: Meyer  
 MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A PLACE OF BIRTH: Illinois  
 DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE): N/A  
 MOTHER'S MAIDEN NAME: Kaplan DRIVER'S LICENSE #: K410 3335 3269 STATE LIC. ISSUED: Illinois  
 GENDER: MALE HEIGHT: 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](http://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, 1<sup>st</sup> Floor  
Boston, MA 02114

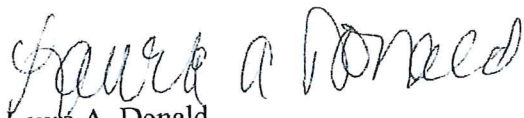
Re: 90 Causeway Street, Boston MA 02114

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*<sup>™</sup>



**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 & Labor Relations*

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 an 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

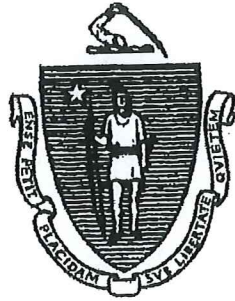
Official use only. Do not write in this area, to be completed by city or town official.

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  
NÚMERO DE PÓLIZA

08-01-2018 \_ 08-01-2019  
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  
Teresa M. Burr  
Town Clerk

\_\_\_\_\_  
Business Owner Signature #2

To learn more, scan this barcode or visit [franklinma.viewpointcloud.com/#!/records/39077](http://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



1-4, 13-14, 16-31

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

75 81<sub>A</sub>

LEASE  
STAR MARKET  
FRANKLIN, MASSACHUSETTS

3-24-87

21140741

LEASE AGREEMENT

Store # 121

Location FRANKLIN, MA

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**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

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THIS INDENTURE OF LEASE made this 24<sup>th</sup> 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.

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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.

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

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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

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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 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.

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:

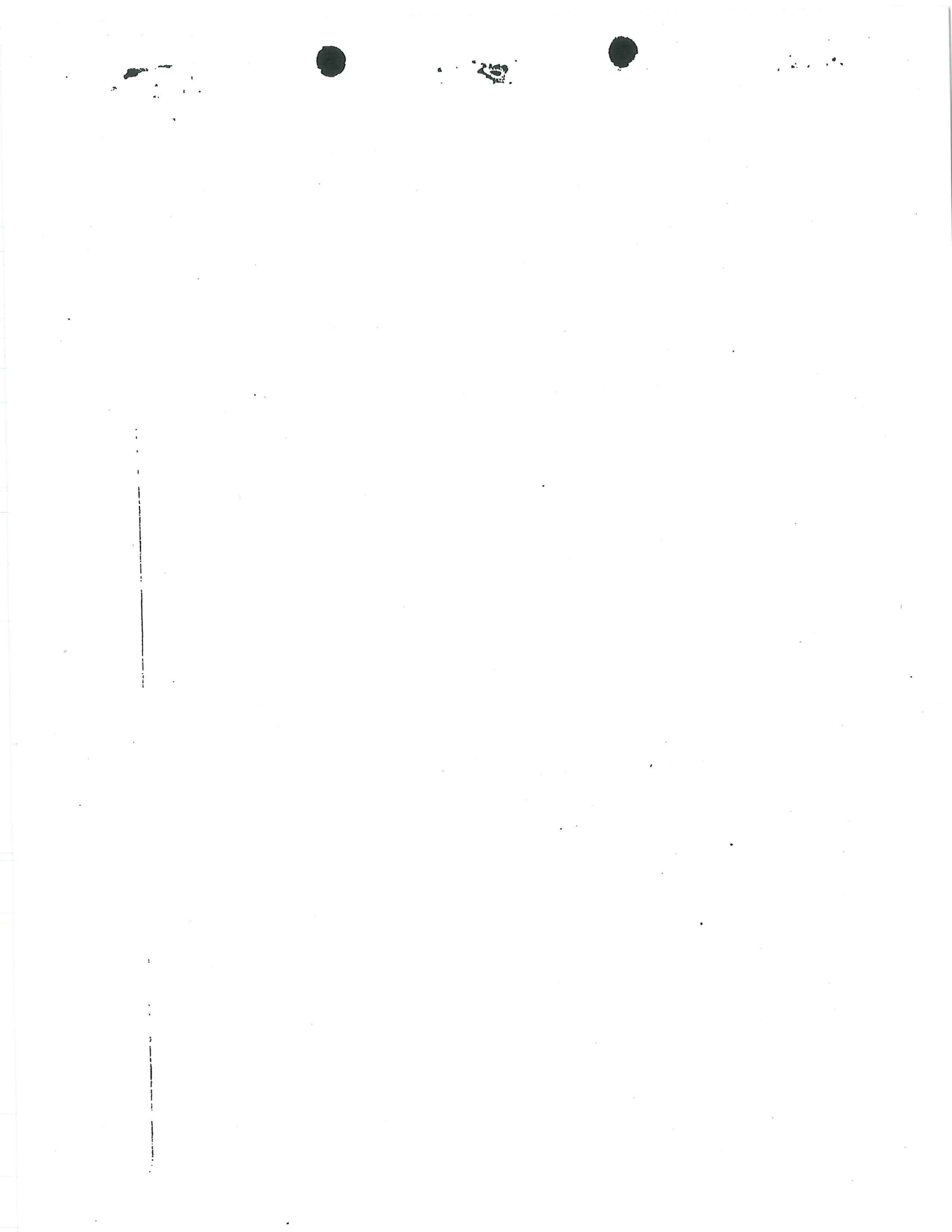
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1-3, 7-9, ~~11-17~~  
11-20, 23-28, 29, 31-33,  
36-45, <sup>49-51</sup> 51, 59, 68  
+ Exhibit A - Site Plan  
(can reduce size)

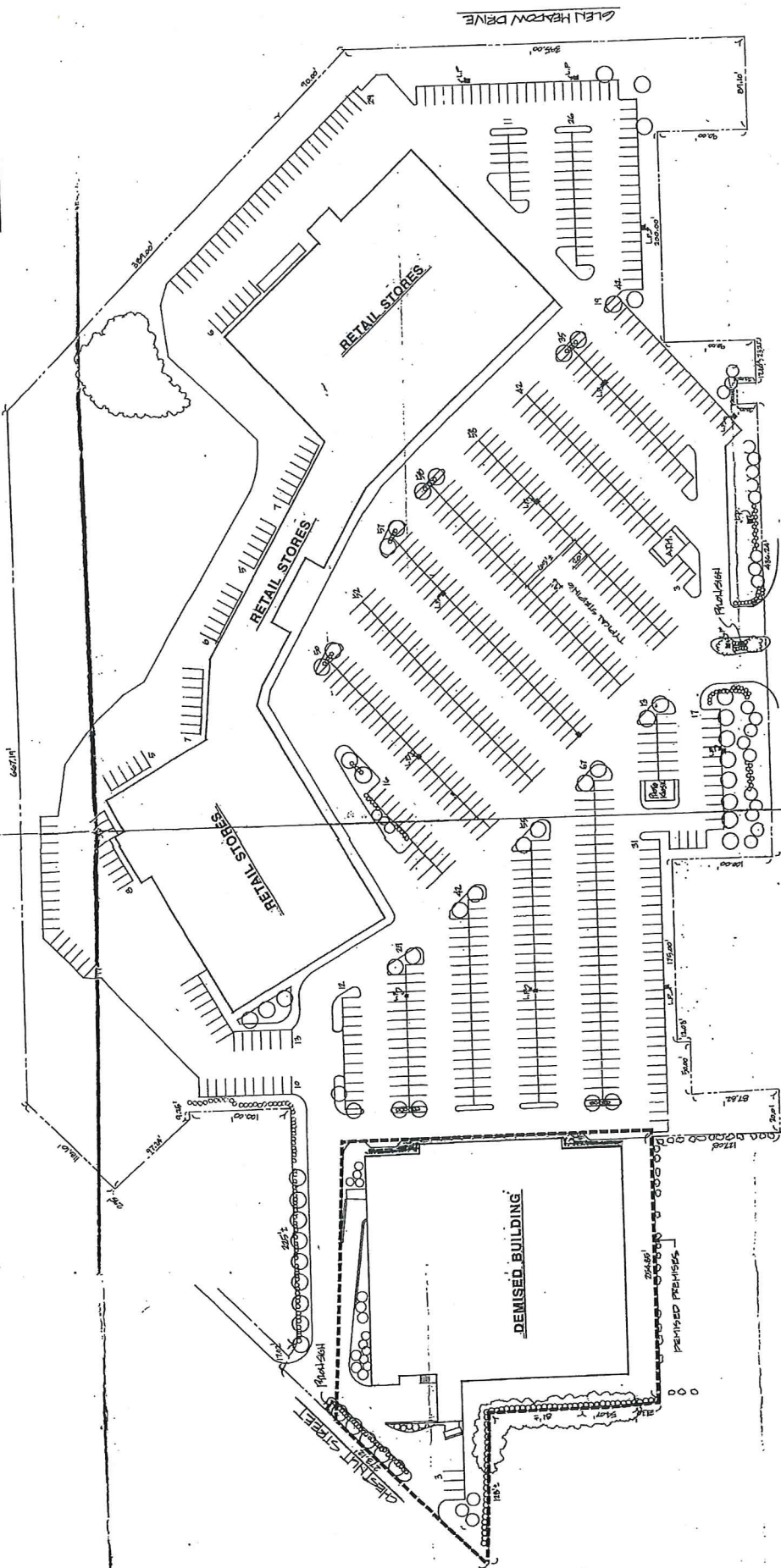


EXHIBIT A

EXHIBIT A-2



Rev.	Date	Description	By
1	11-7-67	Added # of parking spaces. Rev. total to 851. Added lot width. On-site parking. Added plantings. A.H.S. & Photo Plans.	Jk



**STAR MARKET**  
 AN AMERICAN STORES COMPANY  
 Construction & Planning  
 825 Mount Auburn Street  
 Cambridge MA 02138 (617) 861-2338

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

Scale  
 1" = 60'-0"

Project Number  
 124

Drawing Number  
**EXHIBIT**

By  
 ORR

Date  
 A

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

Drawing Title  
**PLAN FOR SHOPPING CENTER**

TOTAL PARKING SPACES - 651

EAST CENTRAL STREET

EAST HAYROW DRIVE

DEAN STREET

DEMISED BUILDING

RETAIL STORES

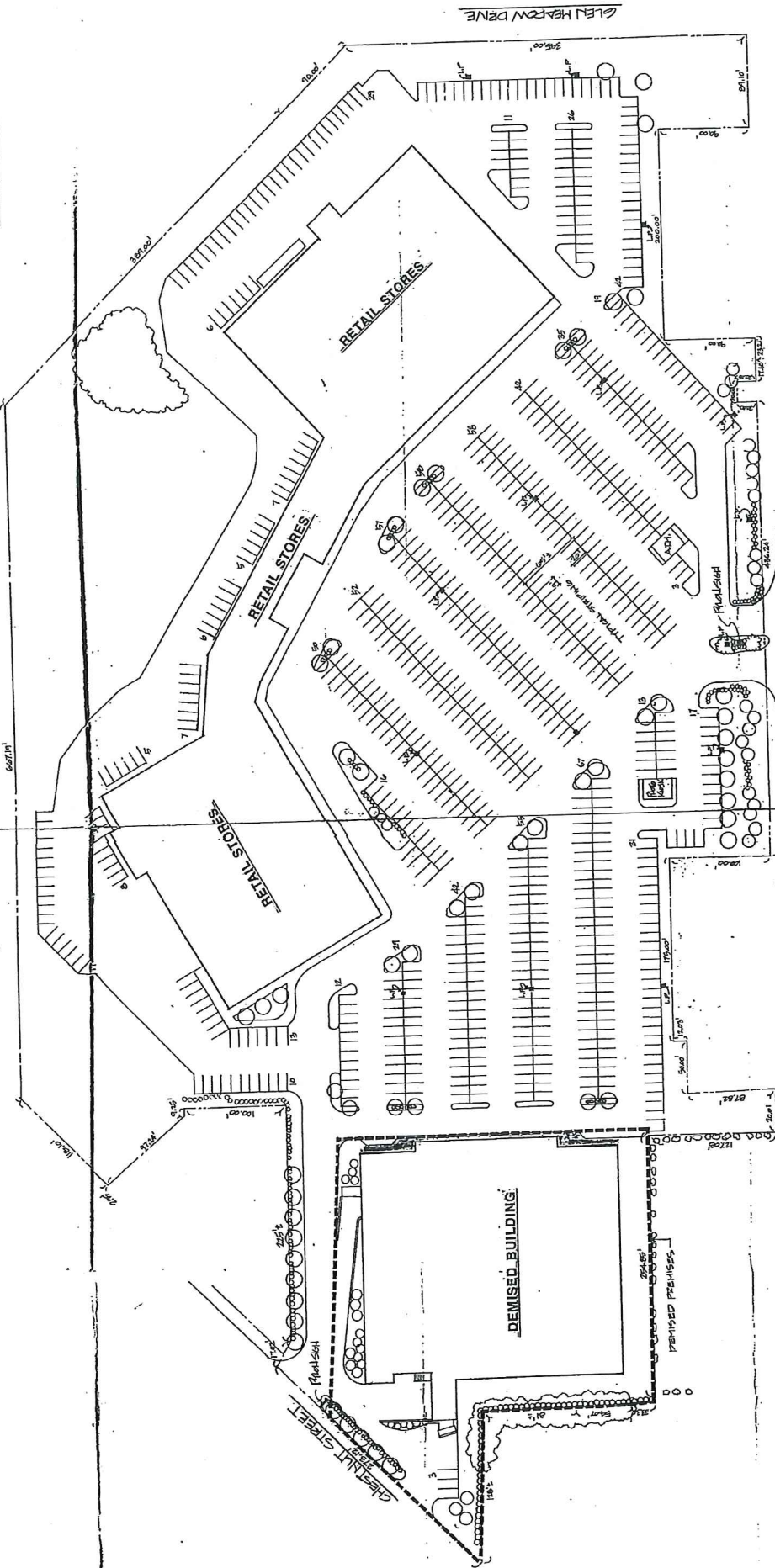
RETAIL STORES

RETAIL STORES

FRESH FISH

TRUCK STOP

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



**STAR MARKET**  
 A. AN AMERICAN STORES COMPANY  
 Construction & Planning  
 628 Mount Vernon Street  
 Cambridge, MA 02148 (617) 861-8338

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

Drawing Title  
**PLAN FOR SHOPPING CENTER**

Scale  
 1" = 60' - 0"

Project Number  
 121-

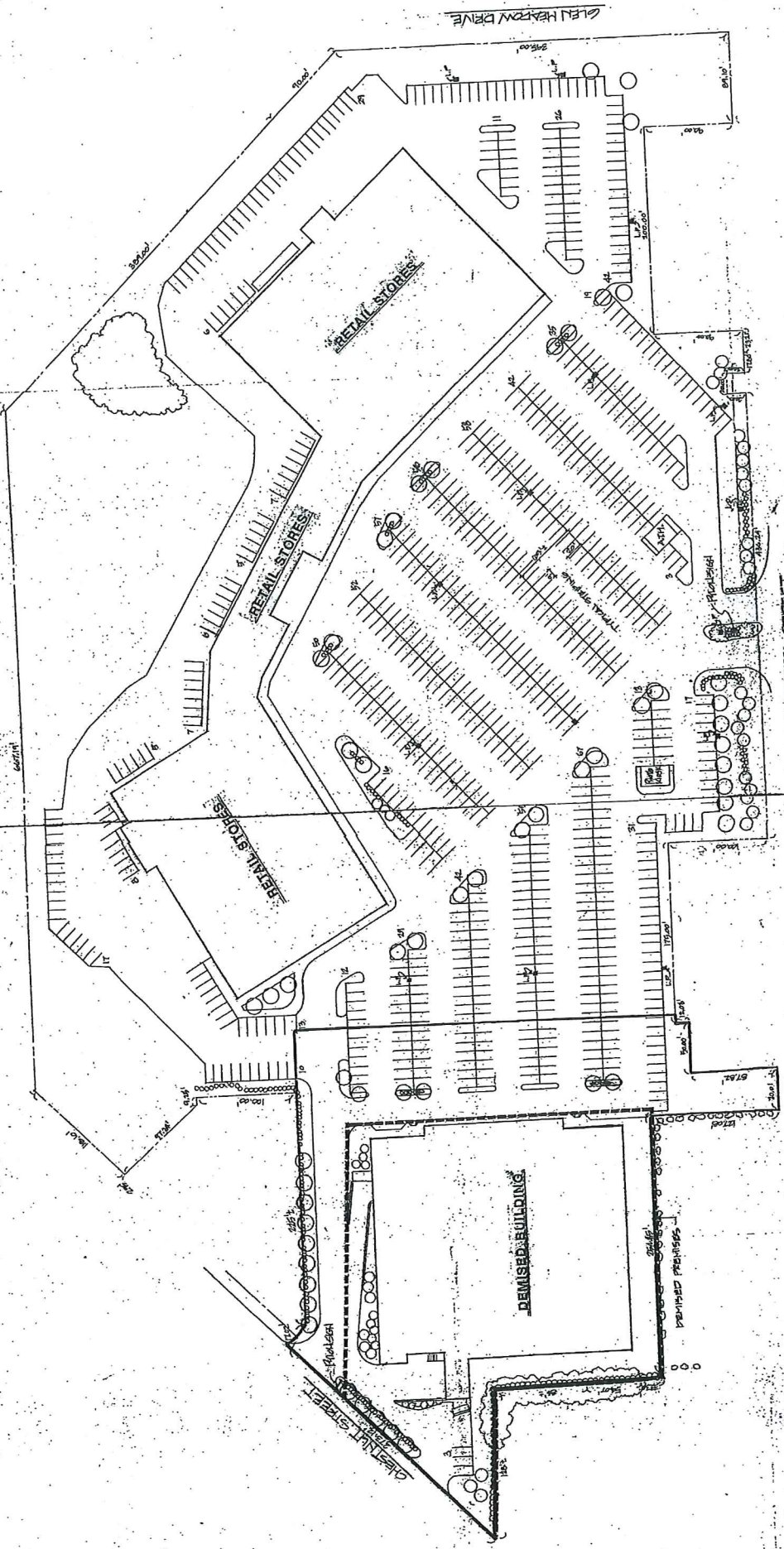
By  
 ORR

Date  
 11-7-87

NOTES:  
 TO THE APPROVAL BY TOWN OF  
 FRANKLIN BOARD OF APPEALS AND  
 PLANNING BOARD.

TOTAL PARKING SPACES - 851

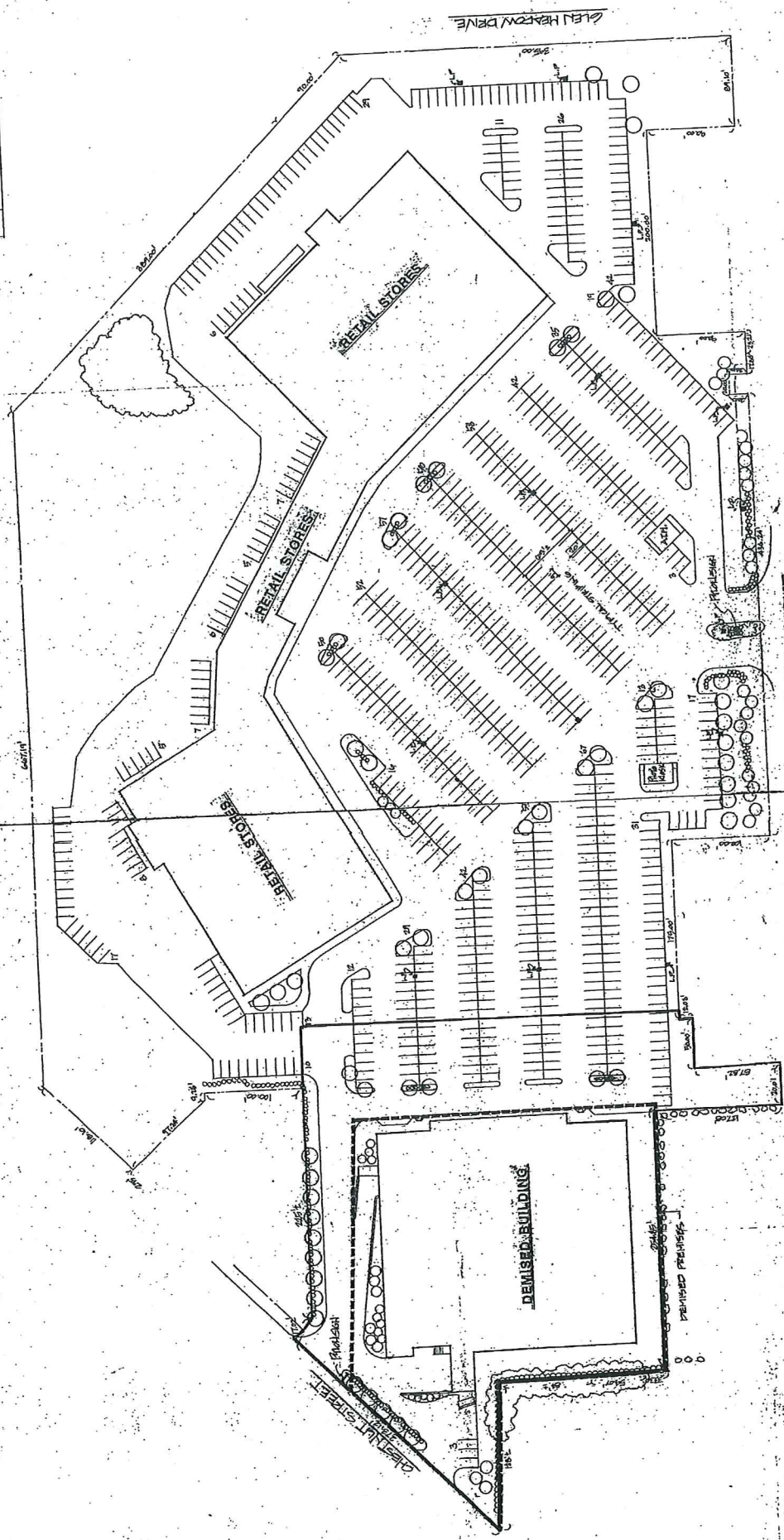
Rev.	Date	Description	BY
1	11-7-87	2000 sq ft addition to existing building. Includes parking spaces, walkways, and site plan.	JL



<b>STAR MARKET</b> 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: <b>FRANKLIN SHOPPERS FAIR</b> <b>EAST CENTRAL STREET</b> <b>FRANKLIN, MA</b>	
Drawing Title: <b>PLAN FOR SHOPPING CENTER</b>	
NOTES: 1. ALL EXISTING UTILITIES TO BE MAINTAINED. 2. SEE ATTACHED EXHIBITS FOR FURTHER DETAILS.	

TOTAL PARKING SPACES: 101

Rev.	Date	Description	By
1	11-7-87	REVISIONS TO RETAIL STORES, DEMISED BUILDING, AND PARKING SPACES. SEE SHEETS 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000	ASL & PHOTO ENGINEERING



**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) 661-2486

Project Number: 1212  
Drawing Number: 101/102

Scale: 1" = 50'-0"

By: ORR  
Date: 11-7-87

Project Title:  
**PLAN FOR SHOPPING CENTER**

NOTES:  
SUBJECT TO APPROVALS OF FRANKLIN BOARD OF SELECTMEN

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.

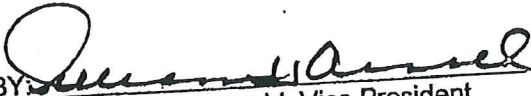
**LANDLORD:**

**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
		<b>\$200.00</b>

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

