



License Transactions:

Applicant: Franklin Performing Arts Company

The applicant is seeking a new all alcoholic beverages license to be located at 15 West Central Street. The License Manager will be Alan Mercer.

All Departments have signed off on this application.

MOTION to approve the request by Franklin Performing Arts Company for a new all alcoholic beverages license and approve the Manager, Alan Mercer.

DATED: _____, 2019

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

Town of Franklin

355 East Central Street
Franklin, MA 02038



COMMON VICTUALER APPLICATION (Select all that apply)
NEW/ANNUAL FEE: \$2,500 ALL ALCOHOL, \$1,500 WINE & MALT,
 \$500 LICENSE MODIFICATION (Changes to Alcohol Licenses)
 \$125: RESTAURANT

Date: 1-11-2019

EXECUTIVE DIR
Business Owner: RAYE LYNAL MERCEUR
First Middle Initial Last

Address: 15 WEST CENTRAL ST. FRANKLIN, MA 02038 Telephone #: 508 528 3370
Town/City zip

Email Address: RLMERCEUR@FSPADONLINE.COM

Name of Business: FRANKLIN PERFORMING ARTS COMPANY

Business Location: 15 WEST CENTRAL ST FRANKLIN Telephone #: 508 528 3370

Corporation Name: (If applicable) FRANKLIN PERFORMING ARTS CO.

Address: 15 WEST CENTRAL ST FRANKLIN 02038 FID # 04-3111745
Town/City zip

Manager Name: ALAN B. MERCEUR
First Middle Initial Last

Address: 33 OAKLAND ST MEDWAY, MA 02053

Date of Birth: Social Security Number:

Enclose Manager Resume that includes duties performed at each location.

Description of premises:

BLACK BOX THEATER WITH 5509 SQ FT OF PERFORMANCE SPACE AND LOBBY
WHERE ALCOHOL IS SERVED IS 1,989 SQ FT. PARKING LOT ADJACENT W/ 32 SPACES

Sq. Footage # of Tables # of Seats 175 Type of Restaurant

Hours of Operation: OPEN ONLY DURING EVENTS AND PERFORMANCES

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.

The Town Administrator's office upon receipt will forward copies of all applications to the following departments for their review and recommendations.

Police Chief (508-528-1212) Shall initiate a background check of the proposed manager and review the application to determine if, in his opinion, any public safety hazard would exist by reason of the location or the hours of operation.

Signoff: Yes/No N/A Conditions: _____

Fire Chief (508-528-2323) or his designate, Shall review and examine the proposed business location to determine if, in their opinion, any public safety hazard would exist by reason of the location, and that the proposed premises meets all fire safety regulations.

Signoff: Yes/No N/A Conditions: _____

Building Inspection (508-520-4926) Shall examine and review the proposed business location to determine if, in their opinion, any public safety hazard would exist by reason of the location, and that the proposed premises meet all building safety regulations and building codes.

Signoff: Yes/No N/A Conditions: _____

Zoning Officer (508-520-4926) Shall examine and review proposed business location to determine if it conforms to all zoning regulations and bylaws.

Signoff: Yes/No N/A Conditions: _____

Board of Health (508-520-4905) Shall examine and review proposed business location to determine if, the premises meets and conforms to the provisions of the State Sanitary Code and any local regulations of the Board of Health and that all necessary health permits have been obtained.

Signoff: Yes/No N/A Conditions: _____

Treasurer's Office (508- 520-4950) Shall examine their records to see that all taxes and fees due to the Town of Franklin are up to date for both the applicant and owner of property to be used for proposed business.

Signoff: Yes/No N/A Conditions: _____

Each of Departments Shall make whatever recommendations it deems necessary to the **Town Administrator's office** (508-520-4949) after review of such application, recommending such measures or restrictions on the issuance of any license as may be necessary to protect the public peace, health, safety or general welfare of the community.

LICENSE APPROVED – Condition (s) _____

DECLINED – Reason (s) _____

DATE _____

TOWN ADMINISTRATOR SIGNATURE: _____

The following documents must be submitted with application:

1. **Business Certificate** – You will first need to obtain an approved business verification form from our Building/Inspection/Zoning office. Submit this form to the **Town Clerk's Office** and request a business certificate. Offices are located on the first floor of the Municipal Building
Fee \$40 good for four-years.
2. **Floor Plan of business premises**
3. **Menu**
4. **Certificate of Compliance with State Laws**, completed and signed
5. **Workers' Compensation Insurance Affidavit**, completed and signed with a certificate of insurance attached

Additional documents that must be submitted to our office before a license will be issued:

1. **Food Establishment Permit** - Issued by the **Health Department**- Please visit them to pickup forms and to determine the health codes you will need to meet. The Office is located on the first floor of the Municipal Building. ²⁰⁰ ~~350~~
Fees- seating 1-49 ~~\$150.00~~ OR seating 50+ ~~\$175.00~~
2. **Certificate of Occupancy** – Issued by the Building/Inspection/Zoning office, located on the first Floor of the Municipal Building
Fee \$100.
3. **Signs**- Building Permits for signs are issued by Building/Inspection Department. Sign will need to be approved by the Design Review Commission. After Design Review approval, you will need to obtain a Building permit for the sign.

ADDITIONAL INFORMATION YOU NEED TO KNOW

- All taxes, fees and other monies owed to the Town of Franklin must be up to date before license will be issued. This includes the property taxes for the proposed licensed premises.
- Renovations -If you are doing renovations, visit our Building/Inspection/Zoning office to determine what permits are needed.
- Change of Use – If the previous business at your proposed location was not a food establishment, you will need to confirm that restaurants are allowed in that zone. Also, you *may* need additional approval for the change of use.

INSPECTIONS

License will not be issued until premises are inspected and the responsible office has signed off. The Applicant is responsible to schedule the appointments with the following offices:

Building/ Inspection/Zoning	508-520-4926
Board of Health	508-520-4905
Fire Department	508-528-2323



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

For Reconsideration

LICENSING AUTHORITY CERTIFICATION

FRANKLIN

City/Town

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

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

APPLICANT INFORMATION

Name of Licensee: Franklin Performing Arts Company, Inc. DBA:

Street Address: 15 West Central Street, Franklin, MA 02038

Manager: Alan Mercer

Granted under Special Legislation? Yes No

If Yes, Chapter of the Acts of (year)

\$12 General On-Premises (Type: i.e. restaurant, package store)
Annual (Class: Annual or Seasonal)
All Alcoholic Beverages (Category: i.e. Wines and Malts / All Alcohol)

DESCRIPTION OF PREMISES Complete description of the licensed premises

2 Rooms on Main Floor (lobby and performance space) for indoor productions and events. Parking lot area to hold annual fund-raising gala in both the indoor space and a tent in the parking lot as well as entire parking lot for outdoor productions and events that are held in conjunction with the Town of Franklin.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date 1/11/2019 Time:

Advertised Yes No Date Published 1/21/2019 Publication Milford Daily News

Abutters Notified: Yes No Date of Notice 1/14/2019

Date APPROVED by LLA 1/30/2019 Decision of the LLA Approves this Application

Additional remarks or conditions (E.g. Days and hours)

For Transfers ONLY:
Seller License Number: Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

Glenn Jones
Clerk, Franklin Town Council



**COMMUNITY
NEWSPAPER
COMPANY**

GateHouse Media New England

Community Newspaper Co. – Legal Advertising Proof

15 Pacella Park Drive, Randolph, MA 02368 1800-624-7355 phone | 781-961-3045 fax

Order Number: CN13763808

Salesperson: Mary Joyce Waite

Franklin Schl For the Arts
P.O. Box 16
Franklin, MA 02038-1917

Title:	Milford Daily News	Class:	Legals
Start date:	1/21/2019	Stop date:	1/21/2019
Insertions:	1	#Lines:	48 ag
Price:	\$68.42		

Payment Information

Receipt#
Pmt. Type:
CC. Number: CC. Exp.:
Invoice Total: \$68.42
FRANKLIN/15 WEST CENTRAL ST.

**LEGAL NOTICE
NOTICE OF PUBLIC
HEARING
FRANKLIN, MA
New Annual All Alcohol Restaurant License**

The Franklin Town Council will hold a Public Hearing on an application by Franklin Performing Arts Company for a new annual all alcoholic beverages restaurant license at 15 West Central Street Franklin on Wednesday, January 30, 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.

Submitted by,
Chrissy Whelton
Licensing Administrator

AD#13763808
MDN 1/21/19

NOTICE OF PUBLIC HEARING

FRANKLIN, MA

New Annual All Alcoholic Beverages License

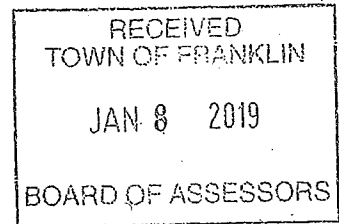
The Franklin Town Council will hold a Public Hearing on an application by Franklin Performing Arts Company for a new annual all alcoholic beverages license at 15 West Central Street, Franklin, MA. The hearing will be held on Wednesday, January 30, 2019 at 7:10 PM in the Council Chambers on the second floor of the Municipal Building, 355 East Central Street, Franklin, MA. Information on this application may be obtained in the Town Administrator's Office.

Please contact the Town Administrator's Office at the Municipal Building (508) 520-4949 if you require further information or if you need to make arrangements to provide translation services for the hearing impaired or for persons with language barriers. Please contact us one week prior to the meeting.

Submitted by,
Chrissy Whelton
Licensing Administrator

Town of Franklin – Board of Assessors

355 East Central St
Franklin, MA 02038
Tel # 508-520-4920
Fax # 508-520-4923



Abutters List Request Form

Please Note: A \$25.00 fee per list is required to process your request. Payment is due at the time of submission of this form. Please allow 10 days from the date of both payment and submission of the form for the Assessors office to complete processing your request. (Revised 1-1-17)

Date of Request 1 / 8 / 19

Assessors Parcel ID # (12 digits) 279 - 021 - 000 - 000

Property Street Address 15 West Central St.

Distance Required From Parcel # listed above (Circle One) 500 **(300)** 100
(Note: if a distance is not circled, we cannot process your request) + church/school within 500'

Property Owner JOMI Enterprises

Property Owner's Mailing Address 211 Prospect St

Town/City Franklin State MA Zip Code 02038

Property Owner's Telephone # 508 _____ - 478 _____ - 3434 _____

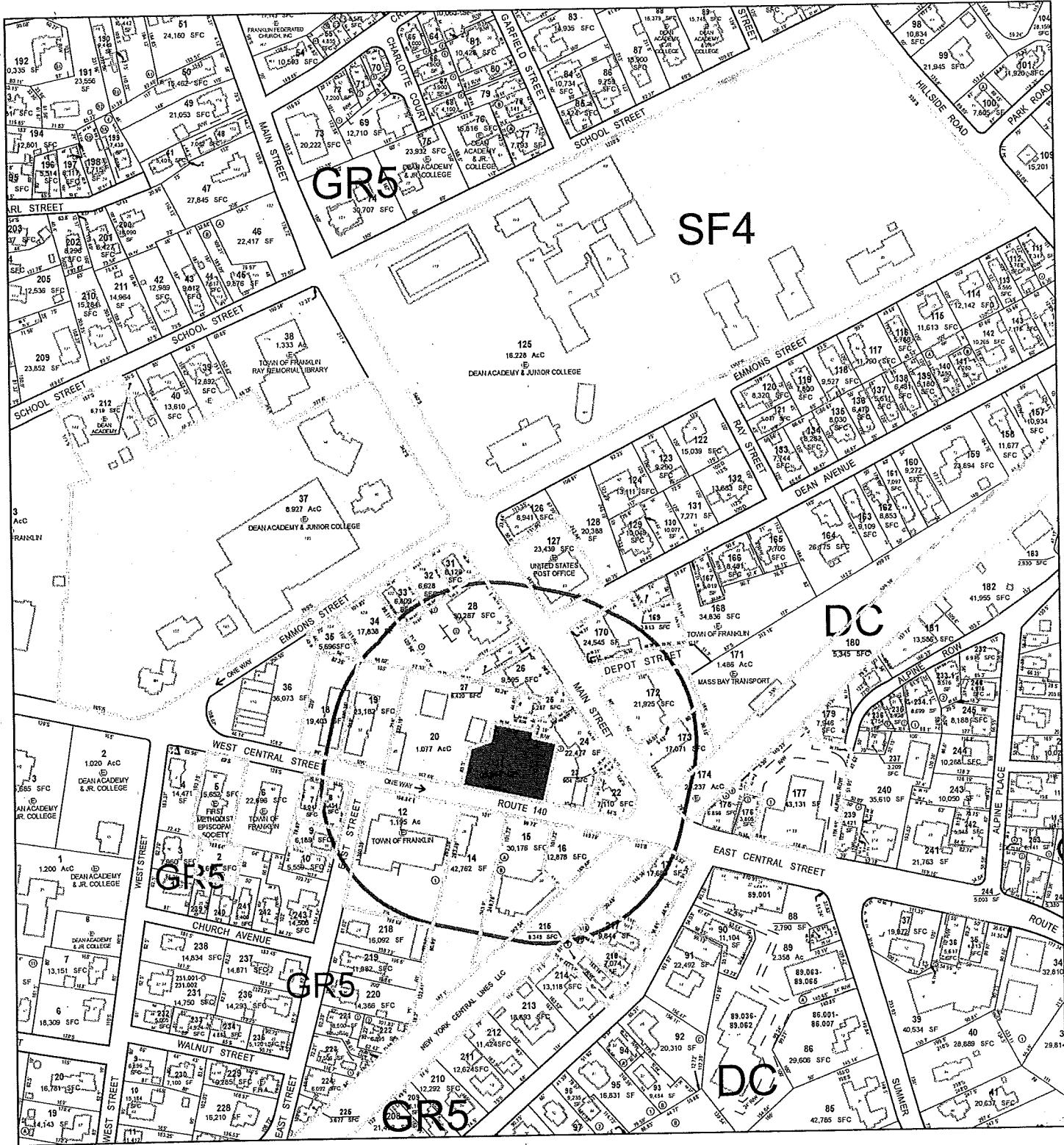
Requestor's Name (if different from Owner) Franklin Performing Arts Co

Requestor's Address 15 West Central St Franklin, MA 02038

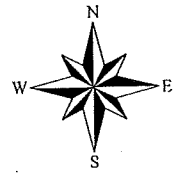
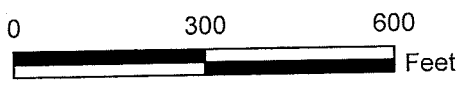
Requestor's Telephone # 508 _____ - 528 _____ - 3370 _____
508 - 922 - 7290

Office Use Only: Date Fee Paid 1/8/19 Paid in Cash \$ _____

Paid by Check \$ 25.00 Check # 5873 Town Receipt # 25576



15 WEST CENTRAL ST - ABUTTERS 300' + CH/SCH 500'
 Town of Franklin



1/10/2019

300' Abutters List Report + church/school within 500'

Franklin, MA
January 10, 2019

Subject Parcel:

Parcel Number: 279-021-000
CAMA Number: 279-021-000-000
Property Address: 15 WEST CENTRAL ST

Mailing Address: JOMI ENTERPRISES LLC
211 PROSPECT ST
FRANKLIN, MA 02038

Abutters:

Parcel Number: 279-002-000
CAMA Number: 279-002-000-000
Property Address: WEST ST

Mailing Address: FIRST METHODIST EPISCOPAL SOCIETY
W CENTRAL ST
FRANKLIN, MA 02038

Parcel Number: 279-005-000
CAMA Number: 279-005-000-000
Property Address: 82 WEST CENTRAL ST

Mailing Address: FIRST METHODIST EPISCOPAL SOCIETY
82 WEST CENTRAL ST
FRANKLIN, MA 02038

Parcel Number: 279-007-000
CAMA Number: 279-007-000-000
Property Address: 56 WEST CENTRAL ST

Mailing Address: VECCHIO ALAN HETRICK-VECCHIO
MARY
54 BELLINGHAM RD
BLACKSTONE, MA 01504

Parcel Number: 279-008-000
CAMA Number: 279-008-000-000
Property Address: 5 EAST ST

Mailing Address: FIVE EAST STREET, LLC
5 EAST STREET
FRANKLIN, MA 02038

Parcel Number: 279-009-000
CAMA Number: 279-009-000-000
Property Address: 11 EAST ST

Mailing Address: BCK HOLDINGS LLC
11 EAST ST
FRANKLIN, MA 02038

Parcel Number: 279-012-000
CAMA Number: 279-012-000-000
Property Address: 40 WEST CENTRAL ST

Mailing Address: FRANKLIN TOWN OF
355 EAST CENTRAL STREET
FRANKLIN, MA 02038

Parcel Number: 279-014-000
CAMA Number: 279-014-000-000
Property Address: 28 WEST CENTRAL ST

Mailing Address: TOP GUN REALTY LLC
5 TAM O SHANTER RD
FRANKLIN, MA 02038

Parcel Number: 279-015-000
CAMA Number: 279-015-000-000
Property Address: 20 WEST CENTRAL ST

Mailing Address: KINCH, VALENTINA TR DEGAETANO,
FERRARA FAMILY RLTY TR GIORGIO
P O BOX 482
FRANKLIN, MA 02038

Parcel Number: 279-016-000
CAMA Number: 279-016-000-000
Property Address: 10 WEST CENTRAL ST

Mailing Address: FERRARA PIETRO & CRISTINA TRS P
FERRARA CORP
139 WASHINGTON ST
FRANKLIN, MA 02038

Parcel Number: 279-017-000
CAMA Number: 279-017-000-000
Property Address: 4 EAST CENTRAL ST

Mailing Address: COLACE JAMES A TR ABBRUZZI REALTY
TRUST
PO BOX 386
FRANKLIN, MA 02038

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Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

300' Abutters List Report +

Franklin, MA
January 10, 2019

Parcel Number: 279-018-000 CAMA Number: 279-018-000-000 Property Address: 55 WEST CENTRAL ST	Mailing Address: 55 W CENTRAL STREET LLC C/O COLOMBO KELLY HOLDING INC 55 WEST CENTRAL ST FRANKLIN, MA 02038
Parcel Number: 279-019-000 CAMA Number: 279-019-000-000 Property Address: 51 WEST CENTRAL ST	Mailing Address: HRRP REALTY CORP P O BOX K FRANKLIN, MA 02038
Parcel Number: 279-020-000 CAMA Number: 279-020-000-000 Property Address: 45 WEST CENTRAL ST	Mailing Address: ROCKLAND TRUST COMPANY 288 UNION ST - FACILITIES DEPT ROCKLAND, MA 02370
Parcel Number: 279-021-000 CAMA Number: 279-021-000-000 Property Address: 15 WEST CENTRAL ST	Mailing Address: JOMI ENTERPRISES LLC 211 PROSPECT ST FRANKLIN, MA 02038
Parcel Number: 279-022-000 CAMA Number: 279-022-000-000 Property Address: 2 MAIN ST	Mailing Address: BISSANTI EDWARD P BISSANTI JOYCE C 7 WHEELOCK CIR FRANKLIN, MA 02038
Parcel Number: 279-023-000 CAMA Number: 279-023-000-000 Property Address: 10 MAIN ST	Mailing Address: PISINI VICTOR A TR COBBLER REALTY TRUST 22 MAIN ST FRANKLIN, MA 02038
Parcel Number: 279-024-000 CAMA Number: 279-024-000-000 Property Address: 12 MAIN ST	Mailing Address: PISINI & SONS SHOES INC 22 MAIN ST FRANKLIN, MA 02038
Parcel Number: 279-025-000 CAMA Number: 279-025-000-000 Property Address: 30 MAIN ST	Mailing Address: RANIERI MARGARET C TR RANIERI TRUST MILLER, CATHERIN 59 PLEASANT ST FRANKLIN, MA 02038
Parcel Number: 279-026-000 CAMA Number: 279-026-000-000 Property Address: 36 MAIN ST	Mailing Address: RANIERI MARGARET C TR RANIERI TRUST MILLER, CATHERIN P O BOX Q FRANKLIN, MA 02038
Parcel Number: 279-027-000 CAMA Number: 279-027-000-000 Property Address: 44 MAIN ST	Mailing Address: ROCKLAND TRUST COMPANY 288 UNION ST - FACILITIES DEPT ROCKLAND, MA 02370
Parcel Number: 279-028-000 CAMA Number: 279-028-000-000 Property Address: 58 MAIN ST	Mailing Address: ROCKLAND TRUST COMPANY 288 UNION ST - FACILITIES DEPT ROCKLAND, MA 02370
Parcel Number: 279-031-000 CAMA Number: 279-031-000-000 Property Address: 68 MAIN ST	Mailing Address: VALLEE ROBERT R JR 16A HAWTHORNE WILLAGE FRANKLIN, MA 02038

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300' Abutters List Report +

Franklin, MA
January 10, 2019

Parcel Number: 279-032-000 CAMA Number: 279-032-000-000 Property Address: 118 EMMONS ST	Mailing Address: RANIERI MARGARET C TR RANIERI TRUST MILLER, CATHERIN 59 PLEASANT ST FRANKLIN, MA 02038
Parcel Number: 279-033-000 CAMA Number: 279-033-000-000 Property Address: 122 EMMONS ST	Mailing Address: CAMPUS REALTY TRUST INC 59 DILLA ST MILFORD, MA 01757
Parcel Number: 279-034-000 CAMA Number: 279-034-000-000 Property Address: 128 EMMONS ST	Mailing Address: ROCKLAND TRUST COMPANY 288 UNION ST - FACILITIES DEPT ROCKLAND, MA 02370
Parcel Number: 279-035-000 CAMA Number: 279-035-000-000 Property Address: 134 EMMONS ST	Mailing Address: ROCKLAND TRUST COMPANY 288 UNION ST - FACILITIES DEPT ROCKLAND, MA 02370
Parcel Number: 279-037-000 CAMA Number: 279-037-000-000 Property Address: 89 WEST CENTRAL ST	Mailing Address: DEAN ACADEMY & JR COLLEGE 99 MAIN ST FRANKLIN, MA 02038
Parcel Number: 279-125-000 CAMA Number: 279-125-000-000 Property Address: 119 MAIN ST	Mailing Address: DEAN ACADEMY & JR COLLEGE 99 MAIN ST FRANKLIN, MA 02038
Parcel Number: 279-127-000 CAMA Number: 279-127-000-000 Property Address: 43 MAIN ST	Mailing Address: US GOVERNMENT & POST OFFICE 43 MAIN ST FRANKLIN, MA 02038
Parcel Number: 279-170-000 CAMA Number: 279-170-000-000 Property Address: 21 MAIN ST	Mailing Address: DEAN COOPERATIVE BANK 21 MAIN ST FRANKLIN, MA 02038
Parcel Number: 279-172-000 CAMA Number: 279-172-000-000 Property Address: 13 MAIN ST	Mailing Address: FOURZOL LLC 480 SUMMER ST WESTWOOD, MA 02090
Parcel Number: 279-173-000 CAMA Number: 279-173-000-000 Property Address: 9 MAIN ST	Mailing Address: FOURZOL LLC 480 SUMMER ST WESTWOOD, MA 02090
Parcel Number: 279-174-000 CAMA Number: 279-174-000-000 Property Address: MAIN ST	Mailing Address: NEW YORK CENTRAL LINES LLC C/O CSX TRANSPORTATION INC TAX 500 WATER ST (C 910) JACKSONVILLE, FL 32202
Parcel Number: 279-177-000 CAMA Number: 279-177-000-000 Property Address: 17 EAST CENTRAL ST	Mailing Address: DEAN COLLEGE 99 MAIN ST FRANKLIN, MA 02038

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300' Abutters List Report +

Franklin, MA
January 10, 2019

Parcel Number: 286-215-000
CAMA Number: 286-215-000-000
Property Address: 27 COTTAGE ST

Mailing Address: OTERI CHARLES F TR OTERI REALTY
TRUST
33 COTTAGE ST
FRANKLIN, MA 02038

Parcel Number: 286-216-000
CAMA Number: 286-216-000-000
Property Address: 23 COTTAGE ST

Mailing Address: OTERI FUNERAL HOME INC
33 COTTAGE STREET
FRANKLIN, MA 02038

Parcel Number: 286-217-000
CAMA Number: 286-217-000-000
Property Address: 19 COTTAGE ST

Mailing Address: COLACE JAMES A TR ABBRUZZI REALTY
TRUST
55 COUTU ST
FRANKLIN, MA 02038

Parcel Number: 287-042-000
CAMA Number: 287-042-000-000
Property Address: UNION ST

Mailing Address: NEW YORK CENTRAL LINES LLC C/O
CSX TRANSPORTATION INC TA
500 WATER ST (C-910)
JACKSONVILLE, FL 32202

Kevin M. Doyle, 1-10-19

www.cai-tech.com

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NEW LICENSE

To apply for an alcoholic beverages retail license, you will need the following:

- **New Retail Application**
- **Business Structure Documents**
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- **Manager Application**
- **Proof of Citizenship** for the proposed Manager of Record.
- **Vote of the Corporate Board**
- **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- **Legal Right to Occupy**, a lease or deed.
- **Floor Plan**
- **Abutter's Notification**
- **Advertisement**
- **Monetary Transmittal Form**
- **\$200 Fee** paid online through our online payment portal, ePay
- **Payment Receipt**
- **Additional information, if necessary, utilizing the formats provided and or any affidavits.**
- **Management Agreement**, if applicable

Please Note: you may be requested to submit additional supporting documentation if necessary.



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: <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):

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



Alan Mercer

From: customerservice@nCourt.com
Sent: Tuesday, January 15, 2019 10:45 AM
To: Alan Mercer
Subject: Receipt from nCourt

YOUR RECEIPT >>



Please include the payment receipt with your application. Thank you.

Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail
Address 1: 239 Causeway Street
Address 2:
City: Boston
State: Massachusetts
Zip: 02114

Payment On Behalf Of





First Name: Alan
Last Name: Mercer
Address 1: 38 Main St
Address 2:
City: Franklin
State: MA
Zip: 02038
Phone: (508) 528-3370
Birth Date:

Description	ID	Convenience Fee	Amount
FILING FEES-RETAIL	Franklin Performing Arts Company	\$4.70	\$200.00

Receipt Date: 1/15/2019
10:44:29 AM EST

Invoice Number: 51d1fd17-a87d-4e12-b946-39cd5bfc355b

Total Amount Paid: \$204.70

Billing Information	Credit / Debit Card Information
  First Name Alan Last Name Mercer Email amercer@fpaonline.com Street 15 West Central Street City Franklin State/Territory MA Zip 02038	  Card Type American Express Card Number *****1033

IMPORTANT INFORMATION >>



Please verify the information shown above. Your payment has been submitted to the location listed above.

Please call (800) 701-8560 if you have any questions regarding this information.



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

APPLICATION FOR A NEW LICENSE

Municipality

Franklin

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	§12 General On-Premises	All Alcoholic Beverages	

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.

Franklin Performing Arts Company (FPAC) leases and operates THE BLACK BOX which is a performing arts and event venue. This venue has a lobby where it is our intention to serve liquor during events and productions. On occasion, we also hold events in our private parking lot adjacent to the building.

Is this license application pursuant to special legislation?

Yes No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

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

Entity Name	Franklin Performing Arts Company, Inc.	FEIN	04-3111745
DBA		Manager of Record	Alan Mercer
Street Address	15 West Central Street, Franklin, MA 02038		
Phone	508-528-3370	Email	info@fpaonline.com
Alternative Phone	508-528-8668	Website	www.fpaonline.com

3. DESCRIPTION OF PREMISES

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

We seek to license 2 rooms on main floor (lobby and performance space) for indoor productions and events. In addition, we seek to license the parking lot area as well as we hold our annual fundraising gala in both the indoor space and a tent in parking lot. We also seek to license the entire parking lot for outdoor productions and events that our company holds as we hold events in conjunction with the town of Franklin.

Total Square Footage:	29,439	Number of Entrances:	5	Seating Capacity:	175
Number of Floors	1	Number of Exits:	5	Occupancy Number:	200

4. APPLICATION CONTACT

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

Name:	Alan Mercer	Phone:	508-922-7290
Title:	Director of Advancement	Email:	amercer@fpaonline.com

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	<input type="text" value="Corporation"/>	Date of Incorporation	<input type="text" value="01/02/1991"/>
State of Incorporation	<input type="text" value="Massachusetts"/>	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Raye Lynn Mercer"/>	<input type="text" value="5 Mercer Lane Franklin, MA 02038"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="President/Director"/>	<input type="text" value="0"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Thomas D. Mercer"/>	<input type="text" value="14 Mercer Lane"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Chairman of Board of Directors"/>	<input type="text" value="0"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Janene Asgeirsson"/>	<input type="text" value="4 Addison Avenue Franklin, MA 02038"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Treasurer of Board"/>	<input type="text" value="0"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Edward Jones"/>	<input type="text" value="67 South Street Franklin, MA 02038"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Clerk of Board of Directors"/>	<input type="text" value="0"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="William Buccella"/>	<input type="text" value="96 Jefferson Road Franklin, MA 02038"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Vice Chairman Board of Directors"/>	<input type="text" value="0"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Additional pages attached? Yes No

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

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

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name JOMI Enterprises

Landlord Phone 508-478-3434

Landlord Email rlizotte@americanbe.com

Landlord Address 211 Prospect Street Franklin, MA 02038

Lease Beginning Date Feb. 1, 2014

Rent per Month 10,000.00

Lease Ending Date Feb. 1, 2024

Rent per Year 120,000.00

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

Yes No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	<input type="text"/>
B. Purchase Price for Business Assets	<input type="text"/>
C. Other (Please specify)	<input type="text"/>
D. Total Cost	<input type="text"/>

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
Franklin Performing Arts Co. Operating Cash	\$2,000.00
Total:	<input type="text"/>

SOURCE OF FINANCING

Please provide signed financing documentation.

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

FINANCIAL INFORMATION

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

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

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

To whom is the pledge being made?

The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

CERTIFICATE OF CHANGE OF DIRECTORS OR
OFFICERS OF NON-PROFIT CORPORATIONS
(General Laws, Chapter 180, Section 6D)

I, Edward Jones _____, *Clerk / *Assistant Clerk

of Franklin Performing Arts Company, Inc. _____,
(Exact name of corporation)

having a principal office at 15 West Central Street, Franklin, MA 02038 _____,
(Street address of corporation in Massachusetts)

certify that pursuant to General Laws, Chapter 180, Section 6D, a change in the directors and/or the president, treasurer and/or clerk of said corporation has been made and that the name, residential address, and expiration of term of each director and the president, treasurer and clerk are as follows:

	NAME	RESIDENTIAL ADDRESS	EXPIRATION OF TERM OF OFFICE
President:	Raye Lynn Mercer	5 Mercer Lane, Franklin, MA 02038	UNTIL
Treasurer:	Janene Asgeirsson	4 Addison Ave., Franklin, MA 02038	
Clerk:	Edward Jones	66 South St, Franklin, MA 02038	A
**Assistant Clerk:			
Directors:	William Buccella	96 Jefferson Rd, Franklin, MA 02038	SUCCESSOR
	Roger Breslin	41 Huckleberry Rd, Hopkinton, MA 01748	
	Thomas Mercer	14 Mercer Lane, Franklin, MA 02038	IS
	David Porter	14 Old Chestnut St, Franklin, MA 02038	
	William Weiss	298 Maple St, Franklin, MA 02038	APPOINTED
	Lori Wirkus	6 Bedford Rd, Franklin, MA 02038	

SIGNED UNDER THE PENALTIES OF PERJURY, this 22nd day of January, 2019

Edward Jones _____, *Clerk / *Assistant Clerk

*Delete the inapplicable words.
**Please provide the name and residential address of the assistant clerk if he/she is executing this certificate of change.

Alan Mercer
33 Oakland Street
Malden MA 02053

Profile

Executive who consistently demonstrates senior leadership skills with strategic, policy, and budget planning experience. Excellent understanding of principles and techniques of development activities, including annual giving, major giving, planned giving, event planning, capital campaigns, marketing and communications, and grant procurement. Sales executive with extensive business and sales development skills. Track record of success in new territory development, new product launch and existing account management.

New Territory Development. - Significant experience and success in new business development through diligent and ongoing cold calling and reference selling resulting in high percentage of new account openings.

Channel Partner Management – Experienced in developing sales programs, distribution incentives and sales force tools.

Account Management – Knowledge of volume based incentives for marketshare increase in a competitive environment.

Sales Management – Successfully managed sales team that grew sales to twice company's annual dollar volume average.

Career Experience

Franklin Performing Arts Company, Inc (FPAC)
Director of Advancement 4/2012 to Present

A member of the senior leadership team responsible for developing, managing and administering FPAC's fund development and public relations plan. Also managed front-of-house operations, including ticketing and concession operations for THE BLACK BOX theater owned and operated by FPAC

New England Center for the Performing Arts (NECPA)
Director of Advancement 5/2008 to 4/2012

A member of the senior leadership team responsible for developing, managing and administering NECPA's fund development and public relations plan.

Career Experience

Franklin Mortgage Services, LLC

Mortgage Broker

Franklin, MA

Loan Originator 6/2005 to 5/2008

Responsible for closing loans by developing pipeline of accounts utilizing referral partners and references. Chartered with maintaining accurate records and adhering to guidelines developed by Mass Div. of Banks.

Marketing Manager

Responsible for development and distribution of sales and marketing collateral as well as advertising and promotions.

American United Mortgage

Mortgage Broker

Walpole, MA

Loan Originator 8/2004 to 6/2005

Developed pipeline of prospects through referral partners, ie. Realtors, Accountants, Attorneys and Financial Advisors. Attended industry and product seminars to gain increased understanding of industry and product knowledge. Maintained accurate records, adhered to guidelines developed by Mass Div of Banks

Aspect Communications

Worldwide Manufacturer of Call Center/CRM products

Global Account Manager – AT&T, Compaq

06/2002 to 08/2003

Managed Global Sales Teams responsible for end-user sales into accounts and Channel Partner Sales through to Customer Base.

Avaya Comms/Lucent Technologies/Ascend Comms

Worldwide manufacturers of High-speed communications products

Global Account Manager – Compaq Computer/Digital Corp

01/1997 to 05/2002

Responsible for Channel Sales through partner to Customer Base

3Com Corp/Chipcom Corp

Worldwide manufacturer of High-speed communications products

Channel Manager

11/1991 to 12/1996

Responsible for Channel Sales through partner to Customer Base

Data General Corporation

Worldwide manufacturer of mini-computer hardware and software

Account Executive

Regional Manager

10/1982 to 11/1991

Direct sales and sale management to government, education and medical markets in New England and Metropolitan New York territories

Career Experience

Alan Mercer Insurance/Mass Mutual Insurance
Life and Health Insurance Providers
Insurance Broker
06/1976 to 10/1982
Direct sales of life, health and estate planning products

Education

Economics Major June 1976
Bryant College
Smithfield, RI

ADDENDUM A

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

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

Entity Name	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)
<input type="text" value="Franklin Performing Arts Co. Inc."/>	<input type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="William Weiss"/>	<input type="text" value="298 Maple Street Franklin, MA 02038"/>	<input type="text"/>	<input type="text" value="C"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text" value="Board member"/>	<input type="text" value="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
<input type="text" value="Lori Wirkus"/>	<input type="text" value="28 Bridie Lane Norfolk, MA 02056"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text" value="Board member"/>	<input type="text" value="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
<input type="text" value="Roger Breslin"/>	<input type="text" value="41 Huckleberry Road Hopkinton, MA 01748"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text" value="Board member"/>	<input type="text" value="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
<input type="text" value="David Porter"/>	<input type="text" value="14 Old Chestnut St Franklin, MA 02038"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text" value="Board member"/>	<input type="text" value="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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

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

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

CRIMINAL HISTORY

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

Yes No

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

3. Performance Space= 5,508 sq.ft.
Lobby = 1,989 sq.ft.
Parking Lot = 21,942 sq ft
Total = 29,439 sq.ft.

5. Corporation (Non Profit MGL. Chapter 180)

7. 5 lease extensions at 5 years each

10.A Since we will only be serving alcohol at events and productions which are almost always held on weekends, at most we would be serving alcohol at 4 separate events for a total of 16 hours. On average, we will hold 2 events or 4 productions on a given weekend. This would mean that alcohol would be served for a total of 10 hours.

10.D Start Date	End Date	Position	Employer	Supervisor Name
06/2002	08/2003	Global Account Mgr.	Aspect Communications	Dyke Morrisey
01/1997	05/2002	Global Account Mgr.	Avaya Communications	Kathleen O'Brien
11/1991	12/1996	SalesChannel Mgr.	3Com Corporation	Lou DeMayo
10/1982	11/1991	Branch Manager	Data General Corp	Albert Ormiston
06/1976	10/1982	Insurance Sales	Alan Mercer Insurance	Self
			Mass Mutual Insurance	John Corbishley
			Prudential Insurance	Ray Frechette

APPLICANT'S STATEMENT

I, Raye Lynn Mercer the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of Franklin Performing Arts Co. 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: Raye Lynn Mercer

Date: 1/11/19

Title: President

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

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

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

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

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
04/30/2012	Present	Director of Advancement	Franklin Performing Arts Co., Inc	Raye Lynn Mercer
05/12/2008	04/30/2012	Director of Advancement	New England Center for the Perf. Arts	Raye Lynn Mercer
06/01/2005	05/20/2008	Loan Originator	Franklin Mortgage Services	Amy Buluing
08/01/2004	06/01/2005	Loan Originator	American United Mortgage	Amy Buliung

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

Signed Copy

EXECUTION COPY

LEASE

ARTICLE I

Reference Data

1.1 **Subjects Referred To.** Each reference in this Lease to any of the following subjects shall be construed to incorporate the following data.

EFFECTIVE DATE: October 17, 2013

PREMISES: A certain parcel of land (the "Land"), with the building and improvements which are now or shall hereafter be located thereon (the "Building"), commonly known as and numbered 15 West Central Street, Franklin, Massachusetts, as more particularly described in Exhibit A attached hereto, together with the rights and easements appurtenant thereto.

LANDLORD: JOMI Enterprises, LLC, a Massachusetts limited liability company

ORIGINAL ADDRESS OF LANDLORD: 211 Prospect Street, Franklin, MA 02038

TENANT: Franklin Performing Arts Company, Inc., a Massachusetts nonprofit corporation

ORIGINAL ADDRESS OF TENANT: 38 Main Street, PO Box 16, Franklin, MA 02038

TERM: The period commencing on the Commencement Date and ending on the last day of the month in which occurs the tenth (10th) anniversary of the Commencement Date (the "Initial Term"), with five (5) successive five (5) year extension options (each an "Extension Term" and collectively, the "Extension Terms") pursuant to Section 2.3. As used herein, the capitalized word "Term" shall be deemed to refer to the Initial Term of the Lease, as the same may be extended by any applicable Extension Term(s) or sooner terminated in accordance with the provisions hereof.

COMMENCEMENT DATE: The date upon which Landlord delivers possession of the Premises to Tenant as provided herein, which date shall be no later than February 1, 2014 (the "Outside Delivery

Date”).

- RENT COMMENCEMENT DATE:** The date that is three (3) months after the Commencement Date.
- ANNUAL RENT:** From the Effective Date through the end of the Initial Term, Annual Rent shall be payable in equal monthly installments in accordance with the rent schedule as set forth in Section 3.1 herein.
- PERMITTED USES:** A live performance theater with seating for approximately 350 people, together with ancillary professional offices and parking and any uses ancillary or incidental thereto, and with Landlord’s prior written consent (which shall not be unreasonably withheld, conditioned or delayed), any other use now or hereafter permitted or authorized under the Town of Franklin Zoning Bylaws.
- TENANT IMPROVEMENTS:** The alterations, additions, installations and improvements to the Premises which Tenant may deem to be necessary or appropriate in order to prepare the Premises for Tenant’s use and occupancy, including without limitation those improvements listed on Exhibit B attached hereto (“Tenant’s Initial Improvements”).
- RENT PERIOD:** The period commencing on the Rent Commencement Date and ending upon expiration of the Term.
- STUDY PERIOD:** The period commencing on the Effective Date and expiring at 5:00 p.m. Boston, MA time on the date that is forty-five (45) days after the Effective Date.

1.2 Exhibits and Schedule(s). The exhibits and schedule(s) listed below are attached hereto and incorporated in this Lease by reference and are to be construed as a part of this Lease:

Exhibit A - Description of Premises

Exhibit B - Tenant’s Initial Improvements

Exhibit C - Permitted Encumbrances

ARTICLE II

Premises and Term

2.1 Premises; Condition; Delivery. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, the Premises. On the Commencement Date, Landlord shall deliver to Tenant, and Tenant shall accept from Landlord, possession of the Premises in broom clean condition, free of all occupants and otherwise in "AS-IS, WHERE-IS AND WITH ALL FAULTS" condition, except to the extent expressly provided herein to the contrary with respect to Tenant's construction of the Initial Improvements. In the event that, despite Landlord's diligent, good faith efforts, Landlord is unable to deliver possession of the Premises to Tenant on or prior to the Outside Delivery Date, then (i) in the event the Commencement Date is between one (1) and thirty (30) days after the Outside Delivery Date, Tenant shall receive a credit against Annual Rent equal to one (1) day for each such day of delay beginning on the first (1st) day and continuing through the thirtieth (30th) day following the Outside Delivery Date, and (ii) in the event the Delivery Date is more than thirty (30) days after the Outside Delivery Date, Tenant shall receive a credit against Annual Rent equal to two (2) days for each such day of delay beginning on the thirtieth (30th) day after the Outside Delivery Date.

2.2 Term and Extension Options. TO HAVE AND TO HOLD for the Initial Term.

2.3 Option to Extend. The Tenant shall have the option, to be exercised as hereinafter provided, to extend the Term of this Lease for five (5) successive periods of five (5) years each (the "Extension Terms") following the expiration of the Initial Term, upon the condition that that the LESSEE, has at all times faithfully performed all the terms and conditions of this Lease, or resolved any prior default in accordance with the terms of the Lease, and is not then in default in the performance of any condition of this Lease beyond any applicable notice or grace period. Each Extension Term shall be upon the same terms and conditions as provided in this Lease, except for the Annual Rent which shall be determined pursuant to the terms of this Section 2.3. If Tenant desires to exercise an Extension Term, it shall do so by giving written notice to Landlord no earlier than eighteen (18) months or later than six (6) months prior to the expiration of the Initial Term, or, if this Lease has previously been extended pursuant to this section, the then-current Extension Term. Tenant shall not have the option to extend the Term for more than five (5) Extension Terms.

The Annual Rent for the first year of the first Extension Term shall be equal to the Annual Rent payable hereunder during the last year of the Initial Term, increased by two percent (2%); thereafter, the Annual Rent for each successive year of the first Extension Term shall increase by two percent (2%) per year. For the first year of the second Extension Term, the Annual Rent payable shall be equal to the Annual Rent payable hereunder during the first year of the Initial Term, adjusted up or down by the percentage increase or decrease in the United States Department of Labor Consumer Price Index, Boston, for Urban Consumers (CPI-U), all items (1967 = 100)(the "CPI Index") between the point at which the CPI Index stood when last published prior to the Commencement Date of this Lease, and the point at which the CPI Index stood when last published prior to the date of Tenant's notice to exercise the second Extension Term. For the second year of the second Extension Term, and for each year thereafter during the

Term hereof, as the same may be extended, the Annual Rent payable shall be equal to the greater of (a) the Annual Rent payable hereunder during the immediately preceding year, and (b) the Annual Rent payable hereunder during the immediately preceding year, increased by the percentage increase in the CPI Index between the point at which the CPI Index stood when last published prior to the first day of such year during the applicable Extension Term, and the point at which the CPI Index stood when last published twelve months prior to such date. If the CPI Index is discontinued, its successor shall be used and if there is no successor, a replacement index reasonably agreed upon by the parties shall be used.

Except as otherwise provided above, all of the terms, covenants and agreements contained in this Lease shall continue during each Extension Term. Time is of the essence with respect to the provisions of this Section 2.3.

ARTICLE III

Rent

3.1 Annual Rent. Commencing on the Rent Commencement Date, Tenant covenants and agrees to pay rent to Landlord at the Original Address of Landlord or such other place as Landlord may by notice in writing to Tenant from time to time direct during the Term of this Lease, the Annual Rental for the respective period set forth in the rent schedule herein. All rental payments are payable in equal monthly installments in advance on the first day of each calendar month included in the Rent Period and Extension Terms, if exercised; and for any portion of a calendar month at the beginning or end of the Rent Period and the Extension Terms if exercised, at the applicable rate payable in advance prorated for the number of days in such portion. On or prior to the Commencement Date, Tenant shall deliver to Landlord the amount of Ten Thousand Dollars (\$10,000.00), representing advance payment of Annual Rent for the first month of the Term of this Lease in which Annual Rent is payable.

<u>RENTAL PERIOD</u>	<u>ANNUAL RENT</u>	<u>MONTHLY INSTALLMENT OF RENT</u>
Lease Years 1 through 5 (i.e., from the Rent Commencement Date through the day immediately prior to the fifth (5 th) anniversary thereof)	\$120,000.00	\$10,000.00
Lease Year 6	\$122,400.00	\$10,200.00
Lease Year 7	\$124,848.00	\$10,404.00
Lease Year 8	\$127,344.96	\$10,612.08
Lease Year 9	\$129,891.85	\$10,824.32
Lease Year 10	\$132,489.68	\$11,040.81

3.2 Additional Rent. From and after the Commencement Date, Tenant covenants and agrees to pay as Additional Rent (as defined below), all utilities payable with respect to the Premises. In addition, from and after the Rent Commencement Date, in order that the Annual Rent shall be net to Landlord (except as otherwise expressly set forth herein), Tenant covenants and agrees to pay, as additional rent ("Additional Rent"), from and after the Rent Commencement Date, all real estate taxes, betterment assessments, insurance costs, and utilities charges with respect to the Premises as provided in this Section 3.2 as follows:

(a) Real Estate Taxes. Tenant shall pay, directly to the authority charged with collection thereof, the full amount of all taxes levied or assessed after the Rent Commencement Date by the municipality or any governmental authority having jurisdiction of the Premises, for or in respect of the Premises or which may become a lien on the Premises, for each tax period wholly included in the Rent Period and, if exercised, the Extension Terms, all such payments to be made not less than five (5) days prior to the last date on which the same may be paid without interest or penalty or fifteen (15) days after Tenant's receipt of the tax bill, whichever is later. Landlord shall promptly furnish Tenant with copies of all bills for taxes levied or assessed after the Rent Commencement Date, and, unless prohibited from doing so by any mortgagee of the Premises, shall request such municipality or governmental authority to send all bills for taxes directly to Tenant. With respect to any fraction of a tax period included in the Rent Period or, if exercised, the Extension Terms, at the beginning or end thereof, Tenant shall pay to Landlord, within fifteen (15) days after receipt of a reasonably detailed invoice therefor, the fraction of taxes so levied or assessed or becoming payable which is allocable to such included period. Tenant shall promptly furnish Landlord with reasonable evidence of each such payment. If Tenant shall deem itself aggrieved by any such tax or charge and shall elect to contest the payment thereof or seek abatement thereof, Tenant may make such payment under protest. Either party paying any tax shall be entitled to recover, receive and retain for its own benefit all abatements and refunds of such tax, unless it has previously been reimbursed by the other party. Neither party shall discontinue any abatement proceedings begun by it without first giving the other party written notice of its intent so to do and reasonable opportunity to be substituted in such proceedings. Nothing contained in this Lease shall, however, require Tenant to pay any franchise, corporate, income, estate, inheritance, succession, capital levy or transfer tax of Landlord, or any income, profits or revenue tax or charge upon the rent payable by Tenant under this Lease, unless and to the extent that said tax is in lieu of real estate taxes.

(b) Betterment Assessments. Tenant shall pay, directly to the authority charged with the collection thereof, each installment of any public, special or betterment assessment levied or assessed by or becoming payable to any municipality or other governmental authority having jurisdiction of the Premises, for or in respect of the Premises for each installment period partially or wholly included in the Rent Period and, if exercised the Extension Terms, all such payments to be made not less than five (5) days prior to the last date on which the same may be made without interest or penalty or fifteen (15) days after Tenant's receipt of the assessments bill, whichever is later. Landlord shall promptly furnish Tenant with copies of all bills for assessments levied or assessed after the Rent Commencement Date, and shall request such municipality or governmental authority to send all bills for assessments directly to Tenant. With respect to any fraction of an installment period included in the Rent Period and the Extension Terms, if exercised, at the

beginning or end thereof, Tenant shall pay to Landlord, within fifteen (15) days after receipt of a reasonably detailed invoice therefor, the fraction of such installment allocable to such included period. Tenant shall promptly furnish to Landlord reasonable evidence of such payment. Without postponing the foregoing payment, Tenant may prosecute appropriate proceedings to contest the validity or amount of any assessment with respect to which Tenant is required to make payments as hereinbefore provided, such proceedings to be conducted jointly with any other parties, including Landlord, who have contributed to the payment of such assessments, and Tenant agrees to save Landlord harmless from all costs and expenses incurred on account of Tenant's participation in such proceedings. Landlord shall cooperate with Tenant with respect to such proceedings so far as reasonably necessary, at Tenant's cost and expense. Landlord shall promptly furnish to Tenant a copy of any notice of any public, special or betterment assessment received by Landlord concerning the Premises. Tenant shall be entitled to all abatements, if any, of any assessment paid by Tenant during the Rent Period and, if exercised, the Extension Terms:

(c) Insurance.

(i) Payment for Insurance. Tenant shall pay for all insurance required under this subsection 3.2(c), except that the Landlord will be solely responsible for the cost attributable to any liability insurance carried by Landlord under subsection 3.2(c)(ii)(b). Premiums for policy periods for insurance carried by Landlord extending beyond the Term of this Lease shall be prorated. Payment shall be made by Tenant to Landlord within thirty (30) days following receipt of a written invoice from Landlord.

(ii) Liability Insurance.

(a) Carried by Tenant. Tenant shall obtain and keep in force Commercial General Liability and Host Liquor Liability policies of insurance protecting Tenant and Landlord as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$2,000,000 per occurrence with an annual aggregate of not less than \$4,000,000. All insurance carried by Tenant shall be primary to and not contributory with any similar insurance carried by Landlord, whose insurance shall be considered excess insurance only.

(b) Carried by Landlord. Landlord shall have the right, but not the obligation, to maintain liability insurance, in addition to, and not in lieu of, the insurance required to be maintained by Tenant. Tenant shall not be named as an additional insured therein and the cost of such insurance shall be borne by Landlord.

(iii) Property Insurance: Building and Rental Value.

(a) Building. Landlord shall obtain and keep in force a policy or policies of property insurance in the name of Landlord, with loss payable to Landlord and to any mortgagee insuring loss or damage to the Building. The amount of such insurance shall be equal to the full replacement cost of the Building, as the Building shall exist from time to time, but

in no event more than the commercially reasonable and available insurable value thereof. Tenant's trade fixtures and Tenant's personal property shall be insured by Tenant under subsection 3.2(c)(iv), rather than by Landlord. Landlord's property insurance policy or policies shall insure against all risks of direct physical loss or damage, including coverage for debris removal and the enforcement of any applicable legal requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Building, as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted CPI Index. The deductible amount shall not exceed \$50,000 per occurrence, and Tenant shall be solely liable for any deductible amount in the event of an insured loss.

(b) Rental Value. Landlord shall obtain and keep in force a policy or policies in the name of Landlord with loss payable to Landlord and any mortgagee, insuring the loss of the Annual Rent for one year ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually as necessary to reflect the Annual Rent otherwise payable by Tenant for the next twelve (12) month period following the adjustment.

(iv) Tenant's Property. Tenant shall obtain and maintain insurance coverage on all of Tenant's personal property and trade fixtures located on the Premises. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$50,000 per occurrence. The proceeds from any such insurance shall be used by Tenant for the replacement of its personal property and trade fixtures unless this Lease is terminated because of a casualty or eminent domain taking, or the replacement would occur within the last twelve (12) months of the Term and the Tenant elects not to replace such property.

(v) Insurance Policies. Insurance required herein shall be issued by companies duly licensed or admitted to transact business in Massachusetts, and maintaining during the policy term a "General Policyholders Rating" of at least B+, VIII, as set forth in the most current issue of "Best's Insurance Guide". Landlord and Tenant shall not do or permit to be done anything which invalidates the required insurance policies. Each party shall, prior to the Commencement Date, deliver to the other certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance required to be maintained by such party. Tenant shall use commercially reasonable efforts to ensure that no such policy shall be cancelable or subject to modification except after thirty (30) days' prior written notice to Landlord, or, in the event the insurance company is unable or unwilling to provide such notice to Landlord, then except after thirty (30) days' prior written notice to Tenant, in which event Tenant shall promptly provide Landlord with written notice enclosing a copy of such notice from the insurance company. Each party shall, promptly following expiration of such policies, furnish the other party with evidence of renewals or "insurance binders" evidencing renewal thereof. Such policies shall be for a term of at least one year, or the length of the remaining Term of this Lease, whichever is less. If either party shall fail to procure and maintain the insurance required to be carried by it, the other party may, but shall not be required to, procure and maintain the same. Tenant shall be permitted to satisfy its insurance requirements hereunder through blanket insurance policies.

(vi) Waiver of Subrogation. Without affecting any other rights or remedies, Tenant and Landlord each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein under the policies of property insurance required by subsections 3.2(c)(iii) and 3.2(c)(iv). The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance is not invalidated thereby. If any such coverage would be invalidated, then the Landlord or the Tenant, as the case may be, will inform the other party and that party will have the right, but not the obligation, to pay the additional cost that the insurer would charge for agreeing to a waiver of subrogation.

(d) Utilities. Tenant shall pay directly to the proper authorities charged with the collection thereof all charges for water, sewer, gas, electricity, telephone and other utilities or services used or consumed on the Premises. Tenant shall have the right to select its utility vendors for the Premises without the approval of Landlord.

ARTICLE IV

Tenant's Additional Covenants

4.1 Affirmative Covenants. Tenant covenants as follows, at Tenant's sole cost and expense, at all times during the Initial Term and, if exercised, the Extension Terms and such further time as Tenant occupies the Premises or any part thereof:

(a) Perform Obligations. Tenant shall perform promptly all of the obligations of Tenant set forth in this Lease; and shall pay when due the Annual Rent and Additional Rent and all charges, rates and other sums which by the terms of this Lease are to be paid by Tenant.

(b) Use. Tenant shall use the Premises only for the Permitted Uses and shall procure and keep in force all licenses and permits necessary therefor. Tenant shall have access to the Premises 24 hours per day, 365 (366 in the case of leap year) days per year. Tenant agrees not to introduce, generate or release upon the Premises any Hazardous Material (as defined herein), in violation of applicable Environmental Laws or without obtaining all permits and approvals required by applicable Environmental Laws for the same, and shall indemnify and hold Landlord harmless from all loss, costs, expenses, claims and liabilities, including, without limitation, reasonable attorneys' fees and defense costs, remediation costs, and the expenses of investigations and negotiations with regulatory authorities, to the extent arising from Tenant's breach of the aforesaid obligation. The term "Hazardous Material" shall include without limitation: (i) substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances," "oil" or "solid waste" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., the Clean Air

Act, 42 U.S.C. Section 7401 et seq., and the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq., and the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. Chapter 21E ("Chapter 21E") (collectively, the "Environmental Laws") and in the regulations promulgated pursuant to the Environmental Laws; (ii) substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iii) other substances, materials and wastes which are or become regulated under applicable local, state or federal law or order, or which are classified hazardous or toxic under any Environmental Law; and (iv) any material, waste or substance which is (A) petroleum, (B) friable asbestos, (C) polychlorinated biphenyls, (D) flammable explosives; or (E) radioactive materials.

Tenant further agrees to the following conditions:

(i) Tenant will not use, generate, manufacture, produce, store, release, discharge or dispose of, on, under or about the Premises or transport to or from the Premises any Hazardous Material in violation of applicable Environmental Laws or allow its employees, agents, contractors, or business invitees to do so.

(ii) Tenant shall give prompt written notice to Landlord of the following circumstances or events of which Tenant is aware:

(a) Any action, proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Material generated or stored by Tenant on the Premises, or the migration thereof from or to other property;

(b) All demands or claims made or threatened by any third party relating to any loss or injury resulting from any Hazardous Material generated, stored or released at or from the Premises;

(c) Any spill, release, discharge or illegal disposal of any Hazardous Material that occurs at the Premises or results from Tenant's operations at the Premises, including, without limitation, those that would constitute a violation of Environmental Law; and

(d) All matters of which Tenant is required to give notice pursuant to any Environmental Law with respect to the Premises.

(iii) Without limitation of any of the foregoing, Tenant shall indemnify and hold Landlord, its agents, employees, contractors, invitees and lenders harmless, from all loss, costs, expenses, claims and liabilities, including, without limitation, reasonable attorney's fees and defense costs, consultant's fees, remediation costs, and expenses of investigations and negotiations with regulatory authorities, arising out of or involving any Hazardous Material first introduced to the Premises on or after the Commencement Date by Tenant or any of its contractors, subtenants, licensees, vendors or invitees. Tenant's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment, the cost of investigation, removal, remediation, restoration, and/or abatement.

(iv) Notwithstanding anything contained herein to the contrary, Tenant shall not be held liable or responsible for the presence or remediation of Hazardous Material existing on the Premises prior to Tenant's entry therein. Landlord represents and warrants to Tenant that, to the best of Landlord's knowledge, information and belief (A) the Premises are now free from contamination by Hazardous Material in violation of Environmental Laws, (B) the Premises and the activities conducted or to be conducted thereon do not pose any significant hazard to human health or the environment or violate any Environmental Laws, (C) Landlord is not aware of any evidence of a release of any Hazardous Material at the Premises, (D) Landlord is not aware of any generation, treatment or storage of any Hazardous Material at the Premises nor any activity at the Premises which could have produced Hazardous Material. Landlord shall indemnify and hold Tenant, its agents, employees, contractors, invitees and lenders harmless, from all loss, costs, expenses, claims and liabilities, including, without limitation, reasonable attorney's fees and defense costs, consultant's fees, remediation costs, and expenses of investigations and negotiations with regulatory authorities, arising out of or involving any Hazardous Material which existed on the Premises prior to the Commencement Date through the acts or omissions of the Landlord, anyone acting under the Landlord, or the Landlord's predecessors in title, or which are caused by any act or omission of Landlord, its agents, contractors, employees or invitees after the Commencement Date. Landlord's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment, the cost of investigation, removal, remediation, restoration, and/or abatement.

The representations, warranties, covenants and indemnities of Landlord and Tenant under paragraphs (iii) and (iv) of this Section 4.1(b) shall survive expiration or termination of this Lease.

(c) Repair and Maintenance. Tenant shall keep the Premises including, without limitation, the roof (it being agreed that Landlord shall assign to Tenant any and all existing warranties and guaranties with respect thereto), structure, exterior walls, the heating, ventilation and air conditioning system and all plumbing, electrical, mechanical and other fixtures and equipment therein in the same order, condition and repair as they are in on the Commencement Date or may be put in during the Initial or Extension Terms, reasonable use, wear and tear, fire and other casualty and taking by eminent domain only excepted; and shall make all repairs, alterations, additions or replacements (each such capital addition or replacement a "Capital Improvement") and do all other work necessary for the foregoing purposes. Subject to the provisions of this Section 4.1(c), any Capital Improvement required to be made by Tenant under this subsection or under subsection 4.1(d) below shall be funded solely by Tenant. Snow and ice removal shall be the responsibility of Tenant. Notwithstanding the foregoing, in the event that a Capital Improvement is required to be made by Tenant in accordance with the terms hereof, and the anticipated useful life of such Capital Improvement would exceed the then-remaining term of the Lease (without taking into account any remaining unexercised Extension Terms), then the following terms and conditions shall govern the costs of making of such Capital Improvement:

(i) Tenant shall perform and pay for the cost of such Capital Improvement;

(ii) In the event the Term of the Lease is subsequently extended beyond the expiration of the anticipated useful life of such Capital Improvement, Tenant shall remain solely responsible for the cost of such Capital Improvement; and

(iii) In the event the Term of the Lease expires prior to the expiration of the anticipated useful life of such Capital Improvement, then within sixty (60) days after the expiration of the Term hereof, Landlord shall pay to Tenant a sum (the "Capital Reimbursement Amount") equal to seventy-five percent (75%) of the product of (A) the cost of such Capital Improvement, multiplied by (B) a fraction, the numerator of which is the number of months remaining in the useful life of the Capital Improvement beyond the expiration of the Lease Term, and the denominator of which is the total number of months in the useful life of the Capital Improvement so made.

(d) Compliance With Law. Tenant shall make all Capital Improvements and other changes required by any applicable law or ordinance or any order or regulation of any public authority by reason of Tenant's use of the Premises; and shall keep the Premises equipped with all safety appliances so required; and shall comply with the orders and regulations of all governmental authorities applicable to the conduct of Tenant's business on the Premises. Tenant shall have the right to contest, in good faith and by appropriate and timely legal proceedings, the legality or application of law, ordinance, order or regulation which this Lease obligates Tenant to comply with; provided Landlord may require as a condition of such challenge that Tenant establish an escrow of the funds necessary to comply with the law or regulation if the challenge fails.

(e) Payment for Tenant's Work. Tenant shall pay promptly when due the entire cost of all work to the Premises undertaken by Tenant and shall remove promptly after notice thereof all liens for labor and materials; shall procure all necessary permits before undertaking such work; shall do all of such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements; and shall save Landlord harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work.

(f) Landlord's Right to Enter. Landlord and Landlord's Invitees (as defined below) shall be entitled to enter into and examine the Premises upon reasonable prior notice at reasonable times during business hours and subject to Tenant's reasonable security measures and manufacturing requirements; provided, however, that no notice shall be required in the event of an emergency. Access of the Landlord and Landlord's Invitees to the Premises shall, at Tenant's option, be restricted or limited as reasonably determined by Tenant to the extent necessary to avoid adverse impacts on Tenant's business operations. Tenant shall have the right to have a representative of Tenant present at each such entry and examination of the Premises by the Landlord during the Term. The Landlord shall carry its own liability insurance covering the Landlord and the Landlord's Invitees on the Premises during any such periods of access. During the last twelve (12) months of the Lease Term, Landlord's access rights hereunder shall include the right to access the Premises from time to time during the Term of the Lease for marketing purposes, including (i) allowing prospective tenants, investors, buyers, lenders and Landlord's agents and invitees (collectively, "Landlord's Invitees") to perform due diligence activities on the Premises, and (ii) posting signs on the Land and/or the Building advertising the availability of space in the

Premises, in each case (1) at Landlord's sole cost and expense; (2) at reasonable frequency; and (3) subject in all respects to the terms and conditions set forth in this section. Notwithstanding anything contained in this Lease to the contrary, Landlord hereby agrees to indemnify and hold harmless Tenant from and against all claims, costs, damages, demands, actions, liabilities, expenses and causes of action (including, without limitation, reasonable attorney's fees) arising out of or resulting from personal injury, or property damage incurred by Tenant and caused solely by Landlord or Landlord's Invitees during such periods of access. Landlord will provide Tenant with reasonable advance notice prior to each visit by Landlord's Invitees.

(g) Personal Property at Tenant's Risk. Except as otherwise provided herein, all of the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises, shall be at the sole risk and hazard of Tenant.

(h) Yield Up. At the expiration of the Initial Term or Extension Terms, if exercised, or earlier termination of this Lease, Tenant shall surrender all keys to the Premises, remove all of its trade fixtures and personal property in the Premises, repair all damage caused by such removal and yield up the Premises, broom-clean and in the same order and repair in which Tenant is obliged to keep and maintain the Premises by the provisions of this Lease, reasonable wear and tear, fire, casualty and eminent domain taking excepted. Any property not so removed shall be deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord shall determine and Tenant shall pay Landlord the reasonable cost and expense incurred by it in effecting such removal and disposition and in making any incidental repairs and replacements to the Premises. In no event shall Tenant be required to restore or remove any of Tenant's Initial Improvements to the Premises at the expiration of the Term.

If Tenant holds over after expiration of the Initial Term or if exercised any Extension Term, without the Landlord's consent, Tenant shall pay during such holdover period a sum equal to one hundred fifty percent (150%) of the Annual Rent in effect immediately prior to the holdover, prorated on a daily basis for each day Tenant continues to occupy some or all of the Premises after the expiration of the Term hereof. In addition, Tenant shall further indemnify Landlord against all loss, cost and damage, direct and indirect, resulting from Tenant's failure and delay in surrendering the Premises as above provided; provided, however that in no event shall Tenant be liable to Landlord for any incidental or consequential damages arising from any such holdover.

4.2 Negative Covenants. Tenant covenants as follows, at Tenant's sole cost and expense, at all times during the Initial Term or Extension Terms, if exercised, and such further time as Tenant occupies the Premises or any part thereof:

(a) Assignment and Subletting. Tenant shall not assign or sublet the whole or any part of the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. The parties acknowledge that the financial standing of the prospective assignee or sublessee and its ability to assume and fully perform any or all Tenant's obligations under this lease is a legitimate consideration in granting or withholding consent.

Notwithstanding such consent, the Tenant shall remain liable to the Landlord for the payment of all rent and for the full performance of the covenants and conditions of this lease. No assignment, subletting or licensing shall affect the continuing primary liability of Tenant (which, following assignment, shall be joint and several with the assignee); no consent by Landlord to any of the foregoing in a specific instance shall operate as a waiver in any subsequent instance; and no assignment shall be binding upon Landlord or any of Landlord's mortgagees, unless Tenant shall deliver to Landlord an instrument which contains a covenant of assumption by the assignee running to Landlord and all persons claiming by, through or under Landlord, but the failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge assignee from its liability as Tenant hereunder nor shall execution of such instrument of assumption affect the continuing primary liability of Tenant. Notwithstanding anything to the contrary contained in this Lease, Tenant may, without Landlord's prior written consent, but upon notice to Landlord (I) sublet all or any portion of the Premises or assign Tenant's interest in this Lease to: (A) a subsidiary, affiliate, parent or other entity to Tenant which controls, is controlled by, or is under common control with, Tenant; (B) a successor entity to Tenant resulting from merger, consolidation, non-bankruptcy reorganization, or government action; or (C) a purchaser of all or any significant portion of Tenant's stock or assets; and (II) enter into one or more short-term licenses granting third-parties the right to use all or a portion of the Premises, by way of example and not by limitation, for the hosting of business meetings, events, receptions or performances, subject in all events to applicable laws, rules and regulations applicable to the Premises.

(b) Overloading, Nuisance, etc. Tenant shall not injure, overload, deface or otherwise harm the Building; nor commit any nuisance; nor make, allow or suffer any waste; nor make any use of the Premises which is improper, offensive or in violation of any law or ordinance or which will invalidate any insurance.

(c) Buildings, Installations, Alterations or Additions. Tenant shall have the right to perform, in a good and workmanlike manner and in compliance with all applicable laws, Tenant's Initial Improvements to the Premises, subject to the Landlord's prior written approval which approval shall not be unreasonably withheld or delayed. Tenant shall not construct any new buildings on the Land without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall be permitted to install its own security system at the Premises. All new buildings and installations, alterations, modifications or additions to the existing building (each an "Improvement") shall, at the expiration or termination of this Lease, become the property of Landlord and shall be surrendered by Tenant with the Premises unless the Landlord and the Tenant agree, at the time when the parties discuss the Tenant's proposed installation, alteration or addition, that the Tenant will remove such Improvement at the end of the Term. Landlord agrees that Tenant shall have no obligation or responsibility to remove or restore Tenant's Initial Improvements upon the expiration or, subject to the terms of Section 8.1 hereof, earlier termination of this Lease. Landlord hereby agrees that during the period between the end of the Study Period and the Commencement Date (the "Early Occupancy Period"), Tenant shall have the right to access the Building and the Premises (other than any portions of the second (2nd) floor of the Building which continue to be occupied by Landlord for the conduct of Landlord's business therein) for the purpose of preparing the Premises for Tenant's occupancy and performing certain limited aspects of Tenant's Initial Improvements (in each case as approved by Landlord hereunder) which the parties agree are not reasonably

anticipated to materially adversely impact Landlord's business operations within the Premises or unreasonably impair Landlord's ability to deliver the Premises to Tenant as and when provided herein; provided however, that Tenant shall use commercially reasonable efforts during any such period of early access to minimize any adverse impacts on Landlord's business resulting from the performance of any such Improvements. Tenant hereby agrees to provide Landlord with a reasonable opportunity to review copies of its initial plans and specifications for any proposed Improvements to the Premises, including without limitation Tenant's Initial Improvements and any components thereof which Tenant proposes to perform during the Early Occupancy Period. Landlord shall have a period of five (5) business days following Tenant's delivery of such plans and specifications within which to approve or object to same (provided that any such objection shall only be valid when delivered in writing together with specific comments identifying the nature of such objection and a proposed alternative or resolution that would be reasonably acceptable to Landlord). Landlord hereby approves, in conceptual form, the nature of Tenant's Initial Improvements listed on Exhibit B attached hereto, and shall not object to any plans or specifications which are substantially consistent with the nature of the improvements reflected on said Exhibit B. Landlord's failure to approve or reject any proposed Improvement by Tenant within the aforementioned five (5) business day period shall be deemed to constitute Landlord's approval thereof.

ARTICLE V Casualty or Taking

5.1 Termination. In the event that the entire Premises, or a substantial portion thereof, shall be taken by any public authority or for any public use or shall be destroyed or damaged by fire or other casualty or by the action of any public authority and such damage cannot reasonably be repaired in all material respects within 180 days of such damage or destruction, or if any material portion of the Building or access to the Premises or more than ten percent (10%) of the parking spaces on the Premises shall be taken by any public authority or for any public use, or by the action of any public authority (each such damage, destruction or taking being hereinafter referred to as a "Casualty"), then in any of such events this Lease may be terminated at the election of either Landlord or Tenant by giving written notice to the other within sixty (60) days after the occurrence of such Casualty.

5.2 Restoration. If said election to terminate is not exercised by either party within said sixty (60) day period or if there is no right to terminate, Landlord shall fully restore the Premises (exclusive of Tenant's personal property and trade fixtures) to a proper condition for use, with reasonable promptness and diligence, but only to the extent insurance proceeds are available therefor (or would have been available therefor if Landlord had carried the insurance required under Section 3.2(c)(iii)) and subject to zoning and building laws then in existence; and from and after the occurrence of such Casualty and continuing during such restoration period, an equitable abatement of rent shall be made for the portion of the Premises not fit for use and occupation. If Landlord fails to complete restoration of the Premises (exclusive of Tenant's personal property and trade fixtures) within a period equal to 125% of the time estimated for restoration by Landlord at the time of commencement of the restoration work, and as a result the Premises are not fit for use

and occupancy for Tenant's Permitted Uses, Tenant may terminate the Lease by written notice given to Landlord while such failure to complete restoration persists, in which event this Lease shall terminate as of the date that is thirty (30) days after the date of delivery of such termination notice; provided, however, that if Landlord completes restoration within thirty (30) days after delivery of such termination notice, the termination notice shall be deemed void and of no force or effect. Notwithstanding the foregoing, if a Casualty shall occur during the last year of either the Initial Term or any Extension Term (and the Lease has not been further extended as of such date), Landlord shall not be obligated to restore the Premises unless the Tenant agrees in writing to exercise its options to extend the Term of the Lease for the next successive Extension Term, as applicable. If Landlord failed to carry the insurance or coverage required under Section 3.2(c)(iii), Landlord shall contribute funds toward restoration so that the proceeds available equal those that would have been available had the required insurance or coverage been carried.

5.3 Insurance Proceeds and Condemnation Awards. If this Lease terminates as a result of a Casualty, Landlord shall be entitled to all of the insurance proceeds payable pursuant to the policy of property insurance required to be maintained under Subsection 3.2(c)(iii). Condemnation awards shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Tenant shall be entitled to proceeds attributable to the unamortized value of any Improvements and Tenant Improvements (calculated on a straight-line basis from the date of installation to the end of the Term), and to any compensation paid by the condemnor for Tenant's relocation expenses, loss of business goodwill and/or trade fixtures. If this Lease is not terminated by reason of a condemnation, Tenant shall make all proceeds or compensation attributable to the unamortized value of any Improvements and Tenant Improvements available to Landlord for application by Landlord to the restoration of the Premises.

ARTICLE VI Defaults

6.1 Events of Default.

(a) If Tenant shall default in the performance of any of its obligations to pay the Annual Rent or Additional Rent hereunder and such default shall continue for fifteen (15) days after receipt of notice from Landlord that such payment is due, or if Tenant shall default in the performance of any of its other obligations hereunder and such default shall continue for thirty (30) days after written notice from Landlord to Tenant specifying any other default or defaults, or (b) if any assignment shall be made by Tenant or any guarantor of Tenant for the benefit of creditors, or (c) if Tenant's leasehold interest shall be taken on execution, or (d) if a petition is filed by Tenant for adjudication as bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or (e) if an involuntary petition under any of the provisions of said Bankruptcy Act is filed against Tenant and such involuntary petition is not dismissed within ninety (90) days thereafter, then, and in any of such cases, Landlord and the agents and servants of Landlord lawfully may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter with process of law

enter into and upon the Premises or any part thereof in the name of the whole or mail a notice of termination addressed to Tenant at the Premises, and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove its and their effects without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or prior breach of covenant, and upon such entry or mailing as aforesaid this Lease shall terminate, Tenant hereby waiving all rights of redemption, if any, to the extent such rights may be lawfully waived and Landlord, without notice to Tenant, may store Tenant's effects, and those of any person claiming through or under Tenant at the expense and risk of Tenant.

6.2 Remedies.

(a) In the event of any termination, Tenant shall pay the Annual Rent, Additional Rent and other sums payable hereunder up to the time of such termination, and thereafter Tenant, until the end of what would have been the Lease Term in the absence of such termination, and whether or not the Premises shall have been relet, shall be liable to Landlord for, and shall pay to Landlord, as liquidated current damages, the Annual Rent, Additional Rent and other sums that would be payable hereunder if such termination had not occurred, less the net proceeds, if any, of any reletting or sale of the Premises, after deducting all expenses in connection with such reletting or sale, including, without limitation but only to the extent that they are reasonably required in connection with such reletting or sale, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, advertising, expenses of employees, alteration costs and expenses of preparation (including tenant allowances and other inducements) for such reletting or sale. Landlord shall use commercially reasonable efforts to mitigate its damages from any default by Tenant hereunder, including without limitation by actively marketing the Premises for lease or sale following any such termination of this Lease.

(b) At any time after such termination, whether or not Landlord shall have collected any such current damages, as liquidated final damages and in lieu of all such current damages beyond the date of such demand, at Landlord's election Tenant shall pay to Landlord an amount equal to the excess, if any, of the Annual Rent, Additional Rent and other sums as hereinbefore provided which would be payable hereunder from the date of such demand (assuming that, for the purposes of this paragraph, the annual Additional Rent would be the same as the Additional Rent for the immediately preceding year for what would be the then unexpired Lease Term if the same remained in effect), over the then fair net rental value of the Premises for the same period, such difference being discounted to a present value utilizing a commercially-reasonable discount rate.

6.3 Remedies Cumulative. Any and all rights and remedies which Landlord may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

6.4 Effect of Waivers of Default. Any consent or permission by Landlord to any act or omission by Tenant which otherwise would be a breach of any covenant or condition herein, or

any waiver by Landlord of the breach of any covenant or condition herein, shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein, or otherwise, except as to the specific instance, operate to permit similar acts or omissions.

6.5 No Waiver, etc. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this Lease shall not be deemed to have been a waiver of such breach. No consent or waiver by Landlord, express or implied, to or of any breach of any agreement or duty of Tenant shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

6.6 No Accord and Satisfaction. No acceptance by Landlord of a lesser sum than the Annual Rent, Additional Rent or any other charge then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other charge be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided.

6.7 Landlord's Self Help Remedy. In the event Tenant fails to perform its obligations hereunder and such failure continues for thirty (30) days after receipt of written notice from Landlord to Tenant (or such shorter period as may be practicable, in the event of emergency), and such failure shall continue for an additional period of fifteen (15) days after a second notice from Landlord to Tenant stating in capital letters Landlord's intent to exercise self-help remedies under this Section 6.7 (though such second notice and fifteen-day cure period shall not be required in the event of emergency), then Landlord may perform such obligations itself and charge Tenant for all reasonable costs and expenses incurred in connection therewith, which Tenant shall pay as Additional Rent within thirty (30) days after receipt of an invoice thereof from Landlord, along with reasonable substantiating documentation.

6.8 Default by Landlord. If Landlord shall fail to perform any covenant required to be performed by Landlord under the terms of this Lease and such failure shall continue for a period of thirty (30) days after receipt by Landlord of written notice thereof from Tenant, or if Landlord shall fail to pay any sums unequivocally due to Tenant hereunder, and such failure shall continue for a period of thirty (30) days after receipt by Landlord of written notice thereof from Tenant, and such failure shall continue for an additional period of fifteen (15) days after a second notice from Tenant to Landlord stating in capital letters Tenant's intent to exercise self-help remedies under this Section 6.8, then Tenant may, in addition to any of Tenant's other rights set forth elsewhere in this Lease, (A) cure the default of Landlord hereunder, and perform the covenants which Landlord has failed to perform, and all reasonable sums expended by Tenant in curing such default and performing such covenants shall be paid by Landlord to Tenant within thirty (30) days after demand therefor accompanied by reasonable supporting documentation detailing the costs incurred. If not timely paid, such sums shall bear interest at a rate per annum equal to the then

prime rate of Bank of America (or its successor) plus four percent (4%) from the date due, and may be offset by Tenant against future rentals; and/or (B) bring suit to recover from Landlord all sums due Tenant from Landlord together with interest at a rate per annum equal to the then prime rate of Bank of America (or its successor) plus four percent (4%).

ARTICLE VII Mortgagee's Rights

7.1 Superiority of Lease. Except as provided in Subsection 7.2 below, this Lease shall be superior to and shall not be subordinated to any future mortgage, lien or other encumbrance on the Premises. The holder of any such future mortgage shall not be liable either as mortgagee or as assignee, to perform, or be liable in damages for failure to perform, any of the obligations of Landlord unless and until such holder shall enter and take possession of the Premises for the purpose of foreclosure. Provided Landlord notifies Tenant in writing of the name and contact information of its mortgagee(s), Tenant agrees to provide such holder of a mortgage with copies of any default notice delivered to Landlord at the same time Tenant delivers any such notice to Landlord.

7.2 Subordination. Landlord shall have the option to subordinate this Lease to any mortgage of the Premises provided that the holder thereof enters a commercially reasonable subordination, non-disturbance and attornment agreement with Tenant pursuant to which the holder agrees to recognize this Lease and the rights of Tenant hereunder (including, without limitation, the provisions of this Lease regarding Casualty), and to accept Tenant as tenant of the Premises under the terms and conditions of this Lease in the event of acquisition of title by such holder or its successor or assigns through foreclosure proceedings or otherwise, and Tenant agrees to recognize and attorn to the holder of such mortgage as Landlord in such event, which agreement shall be made to expressly bind and inure to the benefit of the successors and assigns of Tenant and of the holder and upon anyone purchasing said Premises at any foreclosure sale (an "SNDA"). Tenant agrees to execute and deliver any appropriate instruments necessary to carry out the agreements contained in this Section 7.2. Simultaneously with the execution and delivery of this Lease, Landlord shall deliver to Tenant a commercially reasonable SNDA in form and substance reasonably satisfactory to all parties and acceptable for recordation with the appropriate registry of deeds, which SNDA shall be executed by Landlord, Tenant and the holder of any mortgage currently encumbering the Premises.

ARTICLE VIII

Security Deposit

8.1 Initial Security Deposit. Prior to the Commencement Date, Tenant shall deliver to Landlord a security deposit (the "Security Deposit") in the amount of Fifty Thousand Dollars (\$50,000.00), which shall be held by Landlord to secure Tenant's performance of its obligations under this Lease. The Security Deposit is not an advance payment of Annual Rent or a measure or limit of Landlord's damages upon a default under this Lease by Tenant. Landlord may, from time

to time following a default by Tenant beyond applicable notice and cure periods, and without prejudice to any other remedy, use all or a part of the Security Deposit to perform any obligation Tenant fails to perform hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. Landlord shall, within thirty (30) days after the Term ends, return to Tenant the Security Deposit (or such remaining portion thereof following application as aforesaid) which was not applied to satisfy Tenant's obligations. The Security Deposit may be commingled with other funds, and no interest shall be paid thereon. If Landlord transfers its interest in the Premises and the transferee assumes Landlord's obligations under this Lease, then Landlord shall assign the entire Security Deposit (or such remaining portion thereof following application as aforesaid) to the transferee and Landlord thereafter shall have no further liability for the return of the Security Deposit. In the event that this Lease is terminated by Landlord prior to the expiration of the Initial Term as a result of a default by Tenant, Landlord shall have the additional right to apply any then-remaining portion of the Security Deposit to cover Landlord's costs and expenses incurred in restoring the Building to the condition it was in prior to Tenant's construction of Tenant's Initial Improvements; provided that Tenant shall have no further responsibility or liability to Landlord for such restoration other than the application of the Security Deposit, as set forth above. From and after the expiration of the Initial Term, Landlord shall have no right to apply any portion of the Security Deposit against any costs or expenses incurred by Landlord in restoring the Building to the condition it was in prior to Tenant's construction of Tenant's Initial Improvements, and Tenant shall have no responsibility or liability to Landlord for any such restoration.

8.2 Reduction in Security Deposit. If as of the seventh (7th) anniversary of the Commencement Date, there exists no default on the part of Tenant beyond applicable notice and cure periods, then the amount of the Security Deposit held by Landlord shall be reduced by Twenty-Five Thousand Dollars (\$25,000.00) to the new amount of Twenty-Five Thousand Dollars (\$25,000.00). Thereafter, there shall be no further reduction in the amount of the Security Deposit hereunder.

ARTICLE IX Right of First Offer

9.1 In the event that Landlord elects to sell the Premises during the Term, Tenant shall have the following rights in respect of such sale. Provided that this Lease is in full force and effect and no default of which Landlord shall have given written notice to Tenant has occurred and is continuing beyond the applicable notice, grace or cure period therefor, if Landlord intends to sell all or any portion of the Premises, Landlord shall notify Tenant of such intent in writing (an "Intended Sale Notice"), which notice shall set forth the purchase price, the customary representations and warranties, and other material terms and conditions on which Landlord would be willing to sell the Premises ("Sale Offer"). Tenant shall have the option to purchase the Premises on the same terms and conditions set forth in the Sale Offer, which option shall be exercisable by written notice (the "Acceptance Notice") given to Landlord within sixty (60) days after Tenant's receipt of the Intended Sale Notice, and which shall be accompanied by a good faith deposit in the amount of the down payment identified in the Sale Offer, but in no event more than ten (10%) percent of the purchase price set forth in the Sale Offer. In the event Tenant elects not to

accept the Sale Offer, Tenant shall, upon Landlord's request, promptly execute and deliver to Landlord a waiver, in recordable form, confirming such election not to accept the Sale Offer and purchase the Premises, but the absence of such waiver shall not limit or impair Landlord's right to sell the Premises if Tenant has not timely delivered the Acceptance Notice, nor shall it prejudice or impair any of Tenant's rights under this Article IX. If Tenant elects to purchase the Premises as provided herein, Landlord and Tenant shall negotiate promptly and in good faith a commercially reasonable purchase contract ("Purchase Contract") containing the customary representations and warranties and providing for a down payment not to exceed ten percent (10%) of the purchase price, to sell the Premises to Tenant on the terms and conditions set forth in the Intended Sale Notice. In the event the parties are unable, despite such good faith efforts, to enter into a Purchase Contract within thirty (30) days from the date of the Acceptance Notice (provided Landlord has negotiated promptly and in good faith pursuant to the preceding provisions of this sentence), the rights of Tenant to purchase the Premises pursuant to the Intended Sale Notice and this Article IX shall be null and void, except as otherwise set forth herein. Notwithstanding the foregoing, if Tenant exercises its right to purchase under this Article IX, and if Tenant as purchaser under the Purchase Contract, shall default under the Purchase Contract and fail to consummate the purchase transaction, then, in addition to forfeiting the good faith deposit described above, Tenant shall lose its right of first offer under this Lease for the rest of the Term, but all of the other terms and conditions of this Lease shall remain in full force and effect.

9.2 If Tenant delivers an Acceptance Notice and duly and timely executes a Purchase Contract, then the closing shall occur pursuant to the terms of the Purchase Contract. In the event that Tenant fails to deliver the Acceptance Notice as provided above, or duly and timely execute a Purchase Contract, then Landlord shall have the right within nine (9) months thereafter to enter into a contract on terms which are not Materially More Favorable (as defined below)(from Landlord's reasonable perspective) than the terms and conditions set forth in the Intended Sale Notice, with such other person or entity as Landlord may elect. If (y) Landlord shall fail to enter into a third-party contract and close upon the foregoing terms and conditions within such nine (9) month period, or (z) Landlord desires to sell the Premises on terms that are Materially More Favorable than the terms and conditions set forth in the Intended Sale Notice, then in either such case Landlord shall again offer Tenant the right of first offer provided herein if it intends to sell the Premises. As used herein, the term "Materially More Favorable" shall be deemed to mean a purchase price that is less than ninety percent (90%) of the purchase price set forth in the Intended Sale Notice.

9.3 In no event shall the Landlord have any obligation to notify the Tenant of, nor shall this Section apply to any intention to sell the Premises to an Affiliated Party (hereinafter defined) or for no or nominal consideration. For purposes of this Article IX, the term Affiliated Party shall mean an Affiliate or any members or shareholders of Landlord or members of the families of members or shareholders of Landlord or trusts for the benefit of any of the foregoing or devisees or beneficiaries of any of the foregoing pursuant to bequest or intestacy or entities controlled by any of the foregoing. Furthermore, the obligation to attempt to send such notice of intention to sell and the rights in favor of Tenant under this Article IX shall not apply to the transfer to, whether by deed in lieu of foreclosure or otherwise, any mortgagee or its designee, or to the purchaser at any foreclosure sale, or to the purchaser from any such mortgagee or its designee.

9.4 Notwithstanding anything to the contrary contained in this Lease, if Tenant elects to purchase the Premises pursuant to this Article IX, any default by Tenant with respect to such purchase (including, without limitation, Tenant's default under the Purchase Contract, or Tenant's failure to enter into any contract or agreement mentioned in this Article IX or any other default by Tenant under this Article IX) shall not give rise to a default under this Lease, or otherwise entitle Landlord to terminate this Lease or dispossess Tenant.

ARTICLE X Miscellaneous Provisions

10.1 Notices from One Party to the Other. All notices required or permitted hereunder shall be in writing and shall be deemed effective upon receipt (or refusal, if delivery is refused) when delivered by hand, nationally recognized overnight courier, or registered or certified mail postage prepaid and addressed, if to Tenant, at the Premises and thereafter at the Premises or such other address as Tenant shall have last designated by notice in writing to Landlord, with a copy to Wilmer Cutler Pickering Hale and Dorr LLC, 60 State Street, Boston, MA 02109, Attention: Janene I. Asgeirsson, Esq, and, if to Landlord at the Original Address of Landlord or such other address as Landlord shall have last designated by notice in writing to Tenant; with a copy to Cornetta, Ficco & Simmler, P.C., 4 West Street, Franklin, MA 02038, Attention: Richard R. Cornetta, Jr., Esq.

10.2 Quiet Enjoyment. Landlord agrees that upon Tenant's paying the rent and performing and observing the agreements, conditions and other provisions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises during the Lease Term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Lease.

10.3 Permits and Approvals. In the event that Tenant is required or desires to obtain any permits or approvals with the respect to the Premises during the term hereof, including without limitation with respect to the authorization of Tenant's Permitted Use hereunder, Landlord hereby agrees to cooperate in all reasonable respects to facilitate the procurement of such permits or approvals, which cooperation shall include, but not be limited to, promptly responding in writing to all reasonable inquiries (so long as same do not request information that is proprietary or confidential in nature), executing all applications or submissions necessary to obtain the permits or approvals so long as the same are in accordance with the terms of this Lease, and appearing as necessary before any permit granting authority with respect to the application for or issuance of any such permits and approvals, and provided at the sole cost and expense of the Tenant

10.4 Lease not to be Recorded. Landlord and Tenant agree that neither party shall record this Lease. Notwithstanding the foregoing, both parties shall, upon the request of either, execute and deliver a notice or short form of this Lease in such form, if any, as may be permitted by applicable statute and shall execute and deliver such further notice as may be required in connection with Tenant's exercise of any option to extend contained in this Lease.

10.5 Limitation of Landlord's Liability. No owner of the Premises shall be liable under this Lease except for breaches of Landlord's obligations occurring while owner of the Premises. Landlord's liability pursuant to this Lease shall be limited to Landlord's interest in the Premises, including without limitation any rents or other profits or proceeds (including insurance proceeds) received in connection therewith. Tenant agrees to look solely to Landlord's estate in the Premises. Tenant agrees that no other assets of Landlord shall be subject to levy, execution or other procedures to satisfy Tenant's rights or remedies hereunder.

10.6 Acts of God. In any case where Landlord or Tenant is required to do any act, other than the payment of money, delays caused by or resulting from Acts of God, war, civil commotion, fire, flood or other casualty, strikes, inability to obtain labor, materials or equipment, government regulations, unusually cold or severe weather, or other causes beyond Landlord's or Tenant's reasonable control shall not be counted in determining the time during which work shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time", and such time shall be deemed to be extended by the period of such delay. Inability to pay amounts due hereunder shall not be deemed to be beyond Landlord's or Tenant's control.

10.7 Brokerage. Landlord and Tenant each warrants and represents to the other that it has not dealt with any broker in connection with the consummation of this Lease, and each agrees to indemnify, defend and hold the other harmless from and against any loss, and all loss, cost, damage, claim or expense arising out of the breach of the foregoing representation and warranty.

10.8 Applicable Law and Construction. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and if any provisions of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected thereby. There are no oral or written agreements between Landlord and Tenant affecting this Lease. This Lease may be amended, and the provisions hereof may be modified, only by instruments in writing executed by Landlord and Tenant. The titles of the several Articles and Sections contained herein are for convenience only and shall not be considered in construing this Lease. Unless repugnant to this context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns, and those claiming through or under them, respectively.

10.9 Estoppel Certificate. Both parties agree from time to time, upon not less than fifteen (15) days' prior written request by the other party, to execute, acknowledge and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect and that Tenant has no defense, offsets or counterclaims against its obligations to pay the Annual Rent and Additional Rent and to perform its other covenants under this Lease and that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been any modifications that the same is in full force and effect as modified and stating the modifications and, if there are any defenses, offsets, counterclaims or defaults, setting them forth in reasonable detail), and the dates to which the Annual Rent, Additional Rent and other charges have been paid. Any such statement delivered pursuant to this Section 8.9 may be relied upon by any prospective purchaser or mortgagee of the Premises, or any prospective assignee or sublessee of the Premises.

10.10 Signage. Tenant, at Tenant's sole cost and expense, and in accordance with all applicable laws, shall have the right to install signs displaying Tenant's name and advertising its business on the Land and the exterior of the Building. Landlord shall cooperate with Tenant at Tenant's sole cost and expense to obtain regulatory approvals for Tenant's signage. Tenant shall maintain and operate its signs at its own expense during the Term, and all of Landlord's self-help rights under Section 6.7 shall apply as well to Tenant's obligations under this Section. Tenant shall remove its signage at the expiration of the Term, repairing all damage caused by such removal and leaving the façade of the Building in the condition it was in prior to erection of the signs, reasonable wear and tear, fire, casualty and eminent domain taking excepted.

10.11 Warranty of Title by Landlord. Landlord hereby warrants, represents and covenants to Tenant that: (A) Landlord is the sole owner in fee simple absolute of the Premises; and (B) Landlord has good and marketable fee simple title to the Premises free and clear of all liens and encumbrances except for taxes not yet due and payable and other exceptions to title listed on Exhibit C attached hereto. Landlord has full right and power to execute this Lease and to lease the Premises for the Term provided in this Lease.

10.12 Parking. Tenant shall have the right during the Lease Term to the exclusive use of the parking area located at the Premises, containing approximately thirty-eight (38) parking spaces.

10.13 Study Period. Notwithstanding anything to contrary contained herein, Tenant shall have the right during the Study Period to access and investigate the Premises for the purpose of determining, in Tenant's sole discretion, the feasibility of Tenant's proposed use of the Premises, including without limitation inspections and investigations pertaining to building condition, zoning, permitting and entitlement matters. In the event that Tenant determines during the Study Period that the Premises are not suitable or satisfactory for Tenant's intended use and enjoyment thereof, Tenant shall have the right, exercisable upon the delivery of written notice from Tenant to Landlord prior to the expiration of the Study Period, to terminate the effectiveness of this Lease, in which event this Lease shall terminate and be of no further force or effect as of the date of such notice, and neither party shall have any obligation to the other hereunder. Tenant hereby agrees to indemnify and hold Landlord harmless from and against any and all loss, cost or expense incurred by Landlord as a result of Tenant's access onto and inspection of the Premises during the Study Period, and in the event any of Tenant's inspections damage or disturb any portion of the Premises, Tenant shall be responsible at its sole cost and expense for repairing such damage or restoring such disturbance to the condition the Premises were in prior to such inspection.

10.14 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Remainder of page intentionally blank. Signatures follow.]

EXECUTED under seal as of the date first above written.

LANDLORD:

JOMI ENTERPRISES, LLC

By: Ronald E. Lizotte
Name: Ronald E. Lizotte
Title: Manager

TENANT:

FRANKLIN PERFORMING ARTS COMPANY

By: Lynn Mercer
Name: Lynn Mercer
Title: President

EXHIBIT A

Legal Description

[See attached.]

EXHIBIT A

The land with the buildings thereon situated in Franklin, in the County of Norfolk and said Commonwealth bounded and described as follows:

- SOUTHERLY: by West Central Street, fifty-one and 91/100 (51.91) feet;
- WESTERLY: by land formerly of Lorraine Metcalf, one hundred thirty and 92/100 (130.92) feet;
- NORTHERLY: fifty-one and 96/100 (51.96) feet; and
- EASTERLY: by lot 7 as shown on plan hereinafter referred to one hundred thirty and 15/100 (130.15) feet.

Said parcel is shown as lot 8 on a plan 18589C entitled "Subdivision Plan of Land in Franklin, Mass.", dated January 14, 1973 Scale 1" = 20'. Being a subdivision of Lots 3A, 3C, 4, 5 and 6 on L.C. Plan 18598B, Amherst Survey Associates, C.R. Tiedemann, Reg. Land Surveyor, P.O. Box 73, Amherst, New Hampshire. Said plan recorded with said deeds with Certificate No. 95053.

Also granted is a ten (10) foot wide permanent maintenance easement as shown on said plan for the purpose of maintaining and repairing the building presently on said Lot 8 or hereafter placed on said Lot. Also granted is the right of ingress and egress to said building over said ten (10) foot wide easement as shown on said plan for the purposes of loading and unloading only.

Subject to all rights of way of record.

So much of the above described land as is included within the Town of Franklin sewer easement shown on said plan filed with Certificate No. 29143 is subject to all lawful rights of the Town of Franklin in and over the same.

For Title see Certificate No. 119049, Book 596, Page 49.

Also the land in said Franklin bounded and described as follows:

Commencing at the southeasterly corner of the premises hereby granted on the northerly side of West Central Street at the southwesterly corner of the premises now or formerly of Eliza H. Metcalf, and then running northeasterly along said land now or formerly of Eliza H. Metcalf one hundred and forty-four (144) feet.

thence turning and running westerly approximately at right angles with said last mentioned bound eighty-nine (89) feet to the northwest corner of the premises hereby granted to other land now or formerly of Elmer M. Fisher;

thence turning approximately at right angles with said last mentioned bound and running southeasterly along other land now or formerly of said Fisher, one hundred and forty-four (144) feet to said West Central Street;

thence turning and running southeasterly along the northerly boundary of said West Central Street eighty-nine (89) feet to the point of the beginning.

Containing approximately 12,816 square feet of land.

EXHIBIT A

Also another parcel of land being a certain parcel of land situated on the Northerly side of West Central Street, in said Franklin, bounded and described as follows:

Beginning at the Southeasterly corner of the granted premises on said West Central Street and at other land of said grantor;

- thence Northwesterly by said West Central Street, thirty-eight and $4/10$ (38.4) feet to an iron pipe at other land now or formerly of Elmer M. Fisher;
- thence turning at an angle of $90^{\circ} 20'$ and running northeasterly by said other land now or formerly of said Fisher eighty-three and $3/10$ (83.3) feet to an iron pipe at other land now or formerly of said Fisher.
- thence turning at an angle of $116^{\circ} 35'$ and running Easterly by said other land now or formerly of said Fisher forty-five (45) feet to an iron pipe;
- thence turning and running Southwesterly one hundred five and $75/100$ (105.75) feet to the point of beginning.

Containing 3940.6 square feet of land more or less.

Also a right of way, in common with Elmer M. Fisher, his heirs, executors, administrators or assigns, and in common with such others as may be entitled thereto, over along that certain parcel of land lying between said West Central Street and Main Street, in said Franklin, and bounded and described as follows:

Beginning at the Southeasterly corner of said parcel, said point of beginning being the northeasterly corner of premises conveyed by said Elmer M. Fisher to said grantor by deed duly recorded with Norfolk Deeds Book 2337, Page 136, and

- thence running Northeasterly 31.9 feet by an extension of the Easterly boundary line of said premises conveyed by said Elmer M. Fisher to said grantor to an iron pipe at land now or formerly of Alfred W. Dana et al;
- thence turning and running $N 61^{\circ} 31' W$ by said land formerly of Dana 46';
- thence $S 27^{\circ} 15' W$ by other land of the grantor 31.9 feet to the Northerly boundary of said land conveyed by said Fisher;
- thence turning and running Southeasterly by said last mentioned land to the point of the beginning; also a right of way, in common with the said Elmer M. Fisher, his heirs, executors, administrators or assigns and in common with such others as may be entitled thereto over and along that certain parcel of land situated on the Westerly side of Main Street, in said Franklin and bounded and described as follows:

Beginning at the Northeasterly corner thereof, on said Main Street, at land now or formerly of Alfred W. Dana et al and

EXHIBIT A

- thence running Southwesterly bounded Northerly by said land now or formerly of Alfred W. Dana et al to an iron pin;
- thence turning and running Westerly bounded Northeasterly by said land now or formerly of said Alfred W. Dana et al to another pin at the Northeasterly corner of the parcel last described;
- thence turning and running S 28° 20' W by said parcel last described fifteen (15) feet;
- thence turning and running Easterly and Northeasterly by a line parallel with the Southerly and Southeasterly lines of said land now or formerly of Alfred W. Dana et al, and distant fifteen (15) feet Southerly and Southeasterly therefrom to said Main Street and
- thence Northwesterly by said Main Street fifteen (15) feet to the point of beginning.

Said last mentioned right of way is hereby granted subject to all of the terms and provisions of a release from said Elmer M. Fisher to inhabitants of the Town of Franklin dated May 19, 1942, and recorded with Norfolk Deeds on June 2, 1942 dealing with the right of said inhabitants of the Town of Franklin, its successors or assigns, to keep and maintain in its present location a certain lunch cart which now occupies portion of said last mentioned right of way.

Both of the aforesaid rights of way are hereby granted as appurtenant to the aforesaid premises conveyed by Elmer M. Fisher to said grantor by deed duly recorded with Norfolk Deeds.

Excepting from the above described parcel that portion of the right of way conveyed to Frederick W. Ordway and shown as five (5) feet of 15 foot Right of Way in orange shade on a plan filed in the Land Court and entitled "Subdivision of Lots 4 & 5 as shown on Plan No. 18589 filed with Registry District Norfolk County".

Subject to and together with all rights of way of record.

ALSO, the land situated on the Northerly side of West Central Street in said Franklin, bounded and described as follows;

Beginning at the Southwesterly corner of the granted premises at a drill hole in a concrete wall on the side line of said West Central Street and at land of said grantee, thence N 13° 33' 16" E on land of said grantee to the Northeasterly corner thereof; thence turning and running Easterly, but an Easterly extension of the Northerly line of said land of said grantee to land now or formerly of Frederick E. Ordway, it being Lot No. 4 as shown on the plan hereinafter referred to; thence turning and running S 13° 31' 50" W on said No. 4 and on Lot No. 5 as shown on said plan also now or formerly of Frederick E. Ordway to a drill hole at the end of a concrete wall at said West Central Street; thence turning and running N 77° 22' 19" W on said West Central Street 0.85 feet to the point of beginning.

Said granted premises are shown on said plan entitled "Subdivision of Lots 4 and 5 as shown on Plan No. 18589, filed with Certificate of Title No. _____, Registry District, Norfolk County, land in Franklin, Massachusetts", which plan is recorded with Norfolk Deeds as No. 66 of 1943 in Book 2435, Page 150, and are a portion of the same premises conveyed to Elmer M. Fisher by Frederick E. Ordway by deed dated April 5, 1943 and recorded with Norfolk Deeds.

EXHIBIT A

Also a right of way fifteen (15) feet in width, for all purposes for which similar rights of way situated in said Franklin are now used, or hereafter may be used in common with the said Elmer M. Fisher and all others entitled to use thereof, over and across that certain piece or parcel of land situated between Main and West Central Streets, in said Franklin, in the rear of an immediately adjoining land now or formerly of Alfred W. Dana et al, bounded and described as follows:

Beginning at the Northwesterly corner thereof, at a stake of land now or formerly of said Alfred W. Dana et al and thence running S 13° 33' 16" W along land now or formerly of Elmer M. Fisher fifteen (15) feet; thence turning at approximately a right angle and running Southeasterly to land now or formerly of Frederick E. Ordway, the same being the Lot numbered 4 shown on the plan hereinafter mentioned; thence the Lot numbered 4 shown on the plan hereinbefore mentioned; thence turning and running N 13° 31' 50" W by said land now or formerly of Frederick E. Ordway fifteen (15) feet to a stake at said land now or late of Alfred W. Dana et al; and thence turning and running N 76° 20' 44" W by said land now or late of Alfred W. Dana et al 0.78 feet to the point of the beginning.

For my Title see foreclosure deed of Benjamin Franklin Savings Bank to Benjamin Franklin Savings Bank registered with Certificate of Title No. 1781 of 1993 with Norfolk Deeds. See also Certificate of Title No. 138729 Norfolk Registry District of the Land Court.

EXHIBIT B

Tenant's Initial Improvements

- Remove 2nd Floor of Building, other than approx. 25 ft section on SouthWest side of Building (facing West Central St) to provide for 1st floor lobby ceiling and 2nd floor storage
- Install interior vertical support bracing for exterior walls
- Install Catwalk around a portion of interior walls
- Install sprung floor and marley flooring
- Install additional electrical circuitry as needed to support theater lighting
- Construct lobby area with guest bathrooms

EXHIBIT C

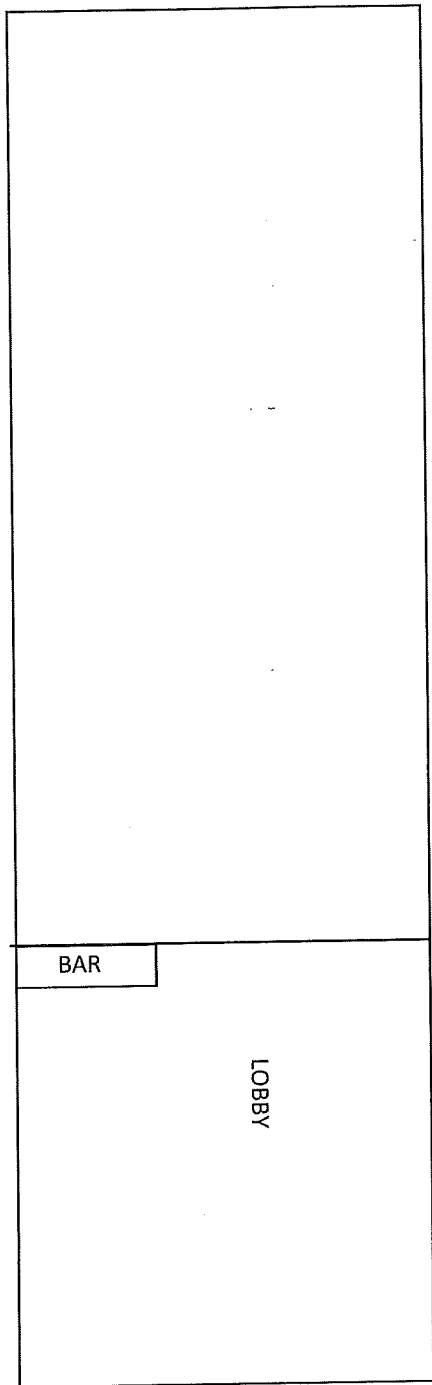
Permitted Encumbrances

1. Subject to the benefit of right of way set forth in deeds recorded with Norfolk County Registry of Deeds in Book 2397, Page 434 and Book 2435, Page 151, as affected by rights set forth in deed recorded with said Deeds in Book 2435, Page 154.
2. Appurtenant and maintenance easement and right of way as set forth in deed registered with the Norfolk County District of the Land Court as Document #331813.
3. Agreement as set forth in Document #590572.
4. Town Sewer Easement shown on plan 18598C noted on Certificate No. 95053.
5. Subject to the benefit of right of way set forth in deeds recorded with said Deeds in Book 6454, Page 289 and Book 6454, Page 292. Note: right of way releases Book 2435, Page 154 and Book 2392, Page 557.
6. Conditional Assignment of Leases and Rents from JOMI Enterprises, LLC to Benjamin Franklin Bank dated July 19, 2007 and registered on July 20, 2007 with the Norfolk Registry of the Land Court as Document #1133881 on Certificate of Title No. 175134 and recorded with the Norfolk County Registry of Deeds on 7/20/2007 in Book 25007, Page 585.

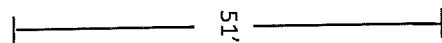
7,497 sq ft total

108'

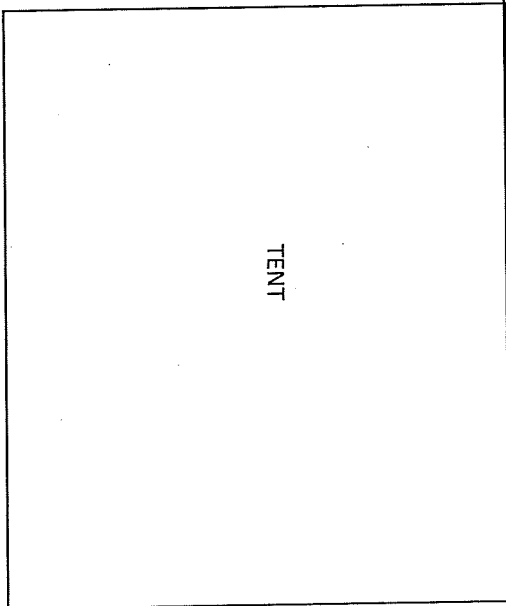
39'



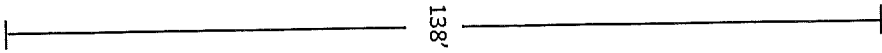
51'



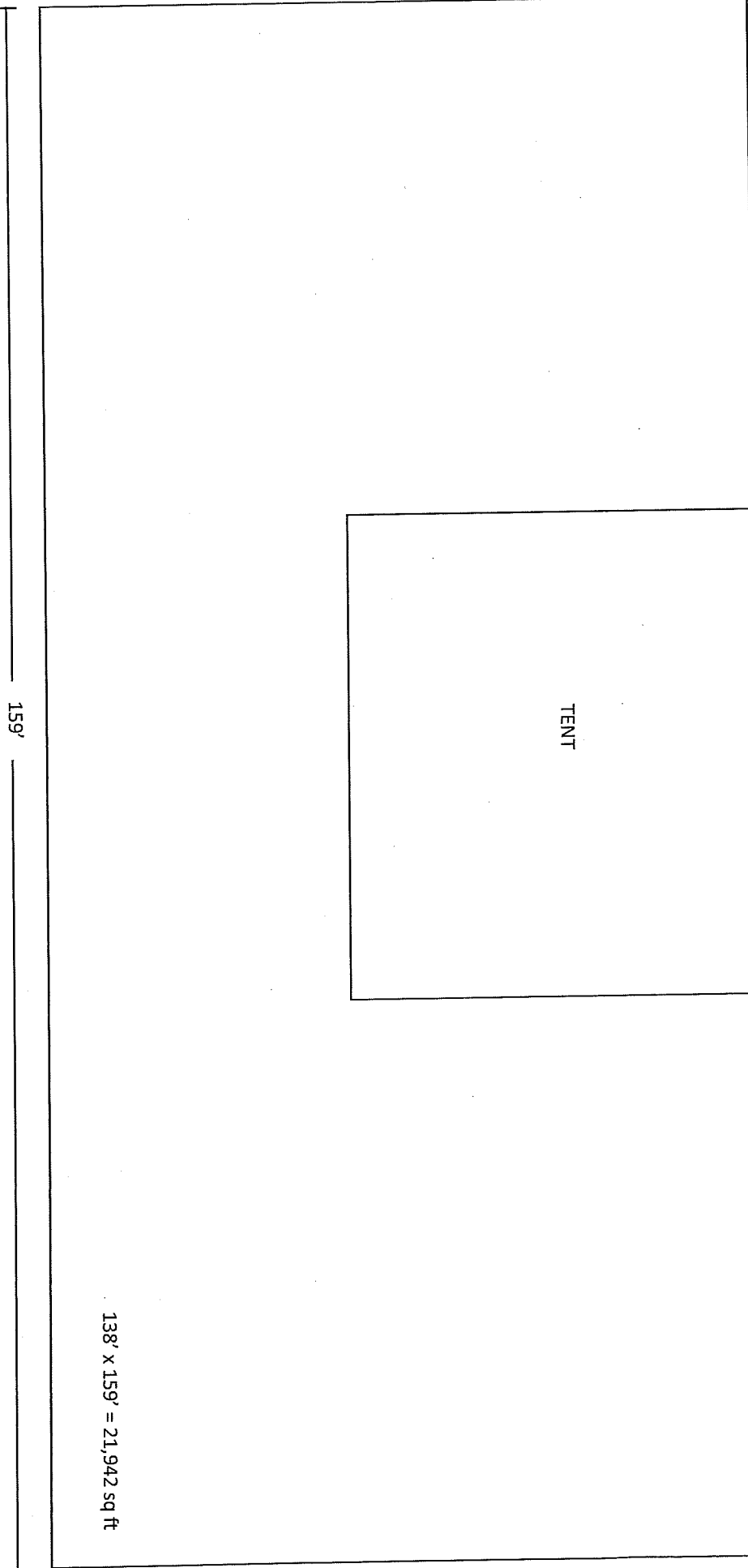
TENT



138'



159'



138' X 159' = 21,942 sq ft