

License Transactions:

New Farmer Series Pouring Permit for a Farmer-Brewery



Applicant: Franklin Brewing Company, LLC. d/b/a 67 Degrees

The applicant is seeking a New Farmer Series Pouring Permit for a Farmer-Brewery, to be located at 158 Grove Street, Franklin, MA 02038.

The following departments have signed off on this application: Treasurer's Department, Health Department, Police Department, Fire Department

The following departments have NOT signed off on this application: Building/Zoning Department

MOTION to approve the request by Franklin Brewing Company, LLC. d/b/a 67 Degrees for a New Farmer Series Pouring Permit for a Farmer-Brewery pending successful final inspection from the Building Commissioner.

DATED: _____, 2020

VOTED:
UNANIMOUS: _____

YES: _____ **NO:** _____

A True Record Attest:

ABSTAIN: _____

ABSENT: _____

RECUSED: _____

Teresa M. Burr, CMC
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

**NOTICE OF PUBLIC HEARING
FRANKLIN, MA**

**New Farmer Series Pouring Permit for a Farmer-Brewery -
Franklin Brewing Company, LLC. d/b/a 67 Degrees**

The Franklin Town Council will hold a Public Hearing on an application by Franklin Brewing Company, LLC. d/b/a 67 Degrees., located at 158 Grove Street, Franklin, MA for New Farmer Series Pouring Permit for a Farmer-Brewery. The hearing will be held on Wednesday, January 8, 2020 at 7:10 PM in the Council Chambers, 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

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

\$250: Former Brewery, wine, or Distillery

Date: 12/12/2019

Business Owner: Olivier Edouard
First Middle Initial Last

Address: _____ Telephone #: _____
Town/City zip

Email Address: _____

Name of Business: Franklin Brewing Company, LLC

Business Location: 158 Grove Street, Franklin, MA 02038 Telephone: _____

Corporation Name: (If applicable) _____

Address: _____ FID # _____
Town/City zip

Manager Name: Olivier Edouard
First Middle Initial Last

Address: _____

Date of Birth: _____ Social Security Number: _____

Enclose Manager Resume that includes duties performed at each location.

Description of premises:

The premises is approximately 3,000 +/- S.F. of warehouse space.

The layout of the premises is open concept, including three rooms - 2 bathrooms, 2 storage rooms.

Sq. Footage 3000 # of Tables _____ # of Seats _____ Type of Restaurant _____

Hours of Operation: Wed-Fri 4:30-10 p.m.; Sat 1200-10 p.m.; Sun 12-7 p.m

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

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

APPLICATION FOR A NEW LICENSE

Municipality

Franklin

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

On-Premises-12

Farmer Series Pouring Permit

Malt

Annual

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

Franklin Brewing Company, LLC is a company pursuing licensing to operate a beer brewery and taste room in Franklin, Ma.

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 Brewing Company, LLC

FEIN

DBA

Manager of Record

Olivier Edouard

Street Address

Phone

Email

Alternative Phone

Website

3. DESCRIPTION OF PREMISES

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

The premises is approximately 3,000 +/- S.F. of warehouse space. The layout of the premises is open concept, including three rooms - 2 bathrooms, 2 storage rooms.

Total Square Footage: 3000

Number of Entrances: 2

Seating Capacity:

39

Number of Floors: 1

Number of Exits: 3

Occupancy Number:

4. APPLICATION CONTACT

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

Name:

Laury C. Lucien

Phone:

Title:

Managing partner

Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	<input type="text" value="LLC"/>	Date of Incorporation	<input type="text" value="Mar 12, 2018"/>
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="Olivier Edouard"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="CEO"/>	<input type="text" value="61"/>	<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="LAURY C. LUCIEN"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Legal Advisor"/>	<input type="text" value="15"/>	<input type="radio"/> Yes <input checked="" 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="Duche Antoine Edouard"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Partner"/>	<input type="text" value="10"/>	<input type="radio"/> Yes <input checked="" 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="Arnold Cazeau"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Partner"/>	<input type="text" value="5"/>	<input type="radio"/> Yes <input checked="" 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="Timothy Morse"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Master Brewer"/>	<input type="text" value="4"/>	<input type="radio"/> Yes <input checked="" 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

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 Grove Street Realty Trust

Landlord Phone

Landlord Email

Landlord Address 7 Uncass Brook Row, Franklin, MA

Lease Beginning Date May 1, 2019

Rent per Month \$2750

Lease Ending Date May 31, 2021

Rent per Year \$33,000

Will the Landlord receive revenue based on percentage of alcohol sales? Yes No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	N/A
B. Purchase Price for Business Assets	\$104,000
C. Other * (Please specify below)	\$15,000
D. Total Cost	\$119,000

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Olivier Edouard	\$27,951.77
Patrick Edouard	\$25,000
Robins Edouard	\$20,000
Arnold Cazeau	\$15,000
Total:	\$87,951.77

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.
Dean Bank	\$320,000	Small Business Admin Loan SBA Express Guarantee	<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?

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
9/7/15	Present	Capt/Chief of Training	102 Intelligence Wing, Otis Air National	Evan Lagasse
11/7/11	2/27/15	Intelligence Analyst/Middle E	Information International Associates/De	Leslie Mitchel
11/5/7	11/25/11	Operations Manager	InSite Wireless, LLC	Joseph Mullen

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

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

Yes No

If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<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?

Yes No

If yes, attach an affidavit providing the details of any and all convictions.

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, 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

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D 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

11F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee? Yes No
- b. Will the licensee retain control of the business finances? Yes No
- c. Does the management entity handle the payroll for the business? Yes No

d. Management Term Begin Date e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

\$ per month/year (indicate amount)

% of alcohol sales (indicate percentage)

% of overall sales (indicate percentage)

other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

ADDITIONAL INFORMATION

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

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 Brewing Company, LLC"/>	<input type="text" value="NA"/>

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Robins Edouard"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Partner"/>	<input type="text" value="5"/>	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<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	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<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	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<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	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<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	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<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	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<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.	<input type="radio"/> Yes <input checked="" type="radio"/> No
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APPLICANT'S STATEMENT

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

of Franklin Brewing Company, LLC
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: Olivier Edouard

Date: 12/09/19

Title: Chief Executive Officer



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

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

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

- 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
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358

Receipt from nCourt

From:

To:

Date: Sunday, December 1, 2019, 10:43 PM EST

YOUR RECEIPT >>

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

- Once you have made your payment, you will receive a status notification (via email) of the acceptance OR rejection of your submission.

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: Olivier Last Name: Edouard
 Address 1: 8 Brian Rd
 Address 2:
 City: Franklin State: MA Zip: 02038
 Phone:

Description	ID	Convenience Fee	Amount
FILING FEES-RETAIL		\$4.70	\$200.00

Receipt Date: 12/1/2019 10:43:44 PM EST
Invoice Number: 936f639d-6180-4ba3-a275-91c72ee9a50c

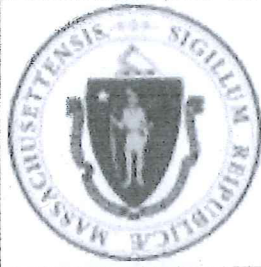
Total Amount Paid:\$204.70

<p>Billing Information</p> <p>First Name Olivier Last Name Edouard Email Street 8 Brian Rd City Franklin State/Territory MA Zip 02038</p>	<p>Credit / Debit Card Information</p>
--	---

IMPORTANT INFORMATION >>

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

- If this is not the correct organization, your payment will be rejected/refunded/transferred and you will not have satisfied your obligation
- If you pay less than the required amount due you will not have satisfied your obligation.
- Once you have made your payment, you will receive a status notification (via email) of the **acceptance OR rejection** of your submission.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Annual Report 2019
 (General Laws, Chapter)

Identification Number:

Annual Report Filing Year: 20191.a. Exact name of the limited liability company: FRANKLIN BREWING COMPANY, LLC

1.b. The exact name of the limited liability company as amended, is:

2a. Location of its principal office:

No. and Street: 8 BRIAN RD
 City or Town: FRANKLIN State: MA Zip: 02038 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 8 BRIAN RD
 City or Town: FRANKLIN State: MA Zip: 02038 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

MICROBREWERY, RETAIL, TASTING ROOM, AND ANY LAWFUL BUSINESS FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: LAURY CARWINCHELLE LUCIEN
 No. and Street:
 City or Town: State: MA Zip: Country: USA

6. The name and business address of each manager, if any:

Name	Address (no PO Box) Address, City or Town, State, Zip Code
OLIVIER EDOUARD	

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Name	Address (no PO Box) Address, City or Town, State, Zip Code
OLIVIER EDOUARD	
Laury CARWINCHELLE LUCIEN	

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Name	Address (no PO Box) Address, City or Town, State, Zip Code
OLIVIER EDOUARD	
LAURY CARWINCHELLE LUCIEN	

9. Additional matters:

Filer's Contact Information

(Enter a contact name, mailing address, and email and/or phone number.)

Contact Name: Olivier Edouard

Business Name:

No. and Street:

City or Town:

State: MA

Zip:

Country: USA

Contact Phone:

Contact Email:

Please provide an email address to receive an expedited response from the Corporations Division.

If the filing is rejected for any reason, you will be contacted. If no email address is provided, correspondence from the Division will be sent by mail.

Please select delivery method for annual report notices: Email
 Mail

**SIGNED UNDER THE PENALTIES OF PERJURY, this 2 Day of July, 2019,
Olivier Edouard , Signature of Authorized Signatory.**

Make Corrections

Accept



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Identification Number: *(number will be assigned)*

1. The exact name of the limited liability company is: Franklin Brewing Company, LLC

2a. Location of its principal office:

No. and Street: 8 Brian Rd
City or Town: Franklin State: MA Zip: 02038 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 8 Brian Rd
City or Town: Franklin State: MA Zip: 02038 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

Microbrewery, retail, tasting room, and any lawful business for which a limited liability company may be organized under the laws of the Commonwealth of Massachusetts.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: Laury Carwinchelle Lucien
No. and Street:
City or Town:

I, Laury Carwinchelle Lucien resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Name	Address (no PO Box) Address, City or Town, State, Zip Code
Olivier Edoaurd	
Laury Carwinchelle Lucien	

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Name	Address (no PO Box) Address, City or Town, State, Zip Code

Olivier Edouard

Laury Carwinchelle Lucien

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Name	Address (no PO Box) Address, City or Town, State, Zip Code
Olivier Edouard	
Laury Carwinchelle Lucien	

9. Additional matters:

Filer's Contact Information

(Enter a contact name, mailing address, and email and/or phone number.)

Contact Name: Laury Carwinchelle Lucien

Business Name:

No. and Street:

City or Town:

State: MA

Zip

Country: USA

Contact Phone:

Contact Email:

Please provide an email address to receive an expedited response from the Corporations Division.

If the filing is rejected for any reason, you will be contacted. If no email address is provided, correspondence from the Division will be sent by mail.

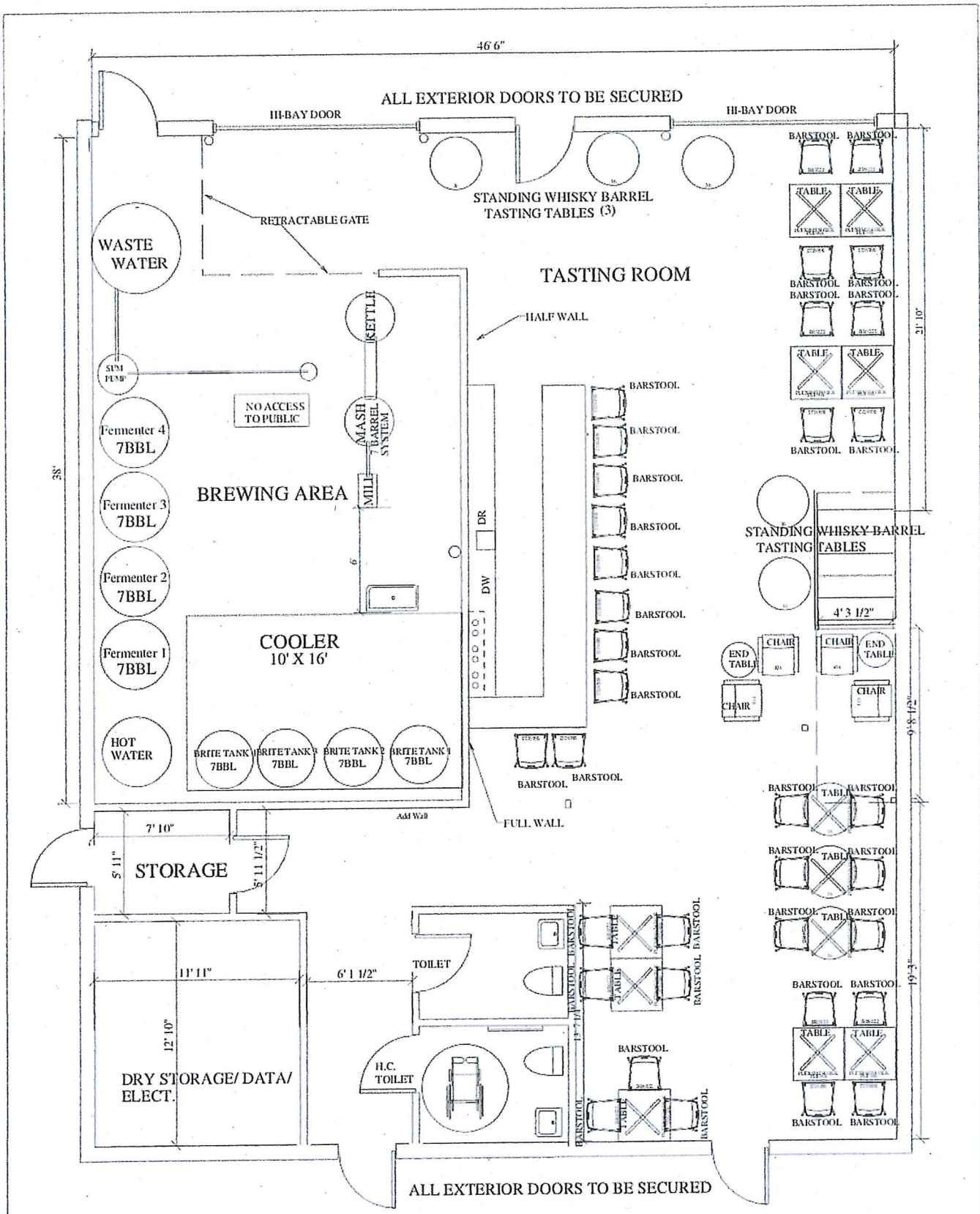
SIGNED UNDER THE PENALTIES OF PERJURY, this 12 Day of March, 2018,

Laury Carwinchelle Lucien

(The certificate must be signed by the person forming the LLC.)

Make Corrections

Accept



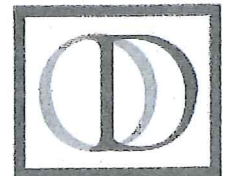
FRANKLIN BREWING COMPANY

Scale: 1/8" = 1' 0"

REVISED: DECEMBER 3, 2019

Total Seats: 39 Seats (Seating Area 651 s.f.)

OFFICE DIRECT





158 Grove Street, Franklin MA 02038

MENU

Our original menu will have the following beers on tap and available for retail. We will also have different beer styles on rotation on a regular basis:

Route 140 New England IPA

Forge Park West Coast IPA

Retriever Pale Ale

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

Manager of Record Experience Policy

The Town of Franklin requires a resume or written statement to be submitted with the application for a new alcohol license, transfer of license or change of manager, which details the proposed manager's experience serving or selling alcohol, training employees who serve or sell alcohol, supervision of employees who serve or sell alcohol and any other relevant experience.

Resumes or written statements are only required for the individual who will be the manager of record for the establishment.

To Whom it may concern,

It is with great excitement that Franklin Brewing Company DBA "67 Degrees" is providing this narrative statement detailing the experience of its staff in the management, production, and selling of alcohol along with the steps will we take to responsibly serve our guests and the community.

Olivier Edouard, the Manager of Record for the company, has worked as a bartender/waiter throughout college and is eTIPS certified. Olivier recently helped organized Franklin's first Beer Garden as part of the Art Week annual cultural festival with huge success. Olivier is also a member of the Brewers Association and the Mass Brewers Guild.

Timothy Morse, the Master Brewer, is a veteran of the brewing industry. Tim has been at the forefront of the craft brewing industry and helped build and establish many stapled brand in New England and on the West Coast. Some of his work include Boston Beer Works, John Harvard's, Anchor Brewing, and Commonwealth Brewing. Tim is eTIPS certified.

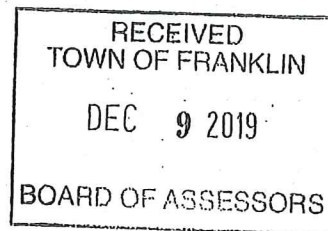
All managers, including partners, and new employees of the company will receive proper training on how to serve and sell alcohol to the public and be required to obtain the On Premise eTIPS certification. New employees will also undergo a one hour training on how to verify and validate identification cards, use an ID scan application, and utilize the company's Point of Sale system to prevent illegal purchase of alcohol and overconsumption on our premises.

Regards,

Olivier Edouard
Chief Executive Officer
Franklin Brewing Company

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 12/09/2019

Assessors Parcel ID # (12 digits) 306-001-000-000 ✓

Property Street Address 158 GROVE STREET ✓

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

Property Owner ALBERT LEWIS / GROVE STREET REALTY TRUST

Property Owner's Mailing Address _____

Town/City FRANKLIN State MA Zip Code 02038

Property Owner's Telephone # _____

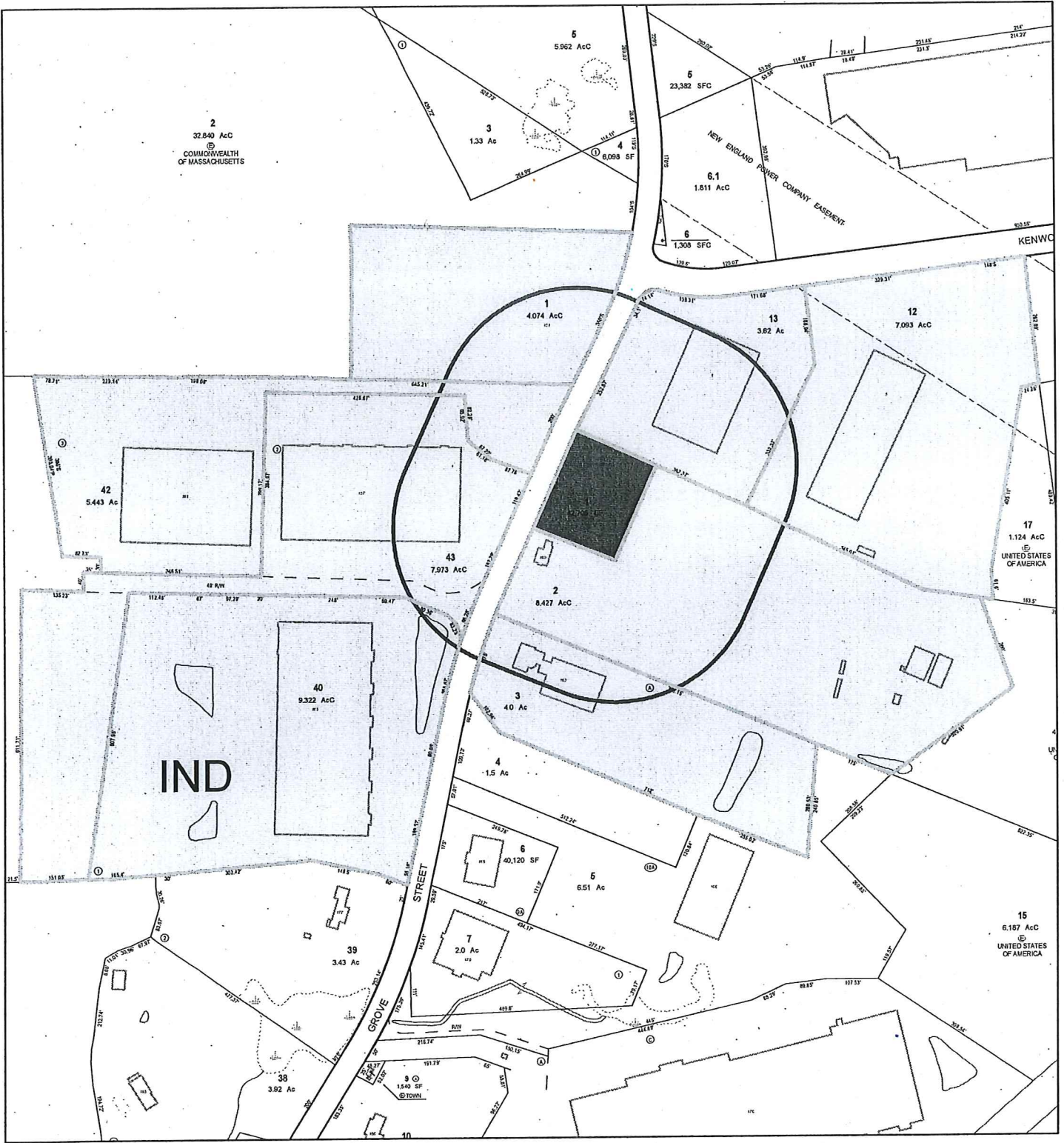
Requestor's Name (if different from Owner) OLIVIER EDOUARD Edouard

Requestor's Address _____

Requestor's Telephone # _____

Office Use Only: Date Fee Paid 12/9/19 Paid in Cash \$ _____

Paid by Check \$ 25.00 Check # 89 Town Receipt # _____



2
32,840 AcC
COMMONWEALTH
OF MASSACHUSETTS

158 GROVE ST - 300' ABUTTERS
Town of Franklin



12/13/2019



300' Abutters List Report

Franklin, MA
December 13, 2019

Subject Parcel:

Parcel Number: 306-001-000
CAMA Number: 306-001-000-000
Property Address: 158 GROVE ST

Mailing Address: LEWIS ALBERT G, TR GROVE STREET
REALTY TRUST
7 UNCAS BROOK ROW
FRANKLIN, MA 02038

Abutters:

Parcel Number: 294-001-000
CAMA Number: 294-001-000-000
Property Address: 151 GROVE ST

Mailing Address: SIDHU KANWARJIT S SIDHU
SURINDERPAL
1411 MILLER RD
CORAL GABLES, FL 33146-2307

Parcel Number: 295-012-000
CAMA Number: 295-012-000-000
Property Address: 5 KENWOOD CIR

Mailing Address: RCG KENWOOD LLC C/O REGENCY
WAREHOUSE
5 KENWOOD CIR
FRANKLIN, MA 02038

Parcel Number: 295-013-000
CAMA Number: 295-013-000-000
Property Address: 1 KENWOOD CIR

Mailing Address: ONE KENWOOD LLC
1 KENWOOD CIR
FRANKLIN, MA 02038

Parcel Number: 306-001-000
CAMA Number: 306-001-000-000
Property Address: 158 GROVE ST

Mailing Address: LEWIS ALBERT G, TR GROVE STREET
REALTY TRUST
7 UNCAS BROOK ROW
FRANKLIN, MA 02038

Parcel Number: 306-002-000
CAMA Number: 306-002-000-000
Property Address: 160 GROVE ST

Mailing Address: BARTOLINI JOSEPHINE J, TR 279 GROVE
ST NOMINEE TRUST
P.O. BOX 369
SOUTHBOROUGH, MA 01772

Parcel Number: 306-003-000
CAMA Number: 306-003-000-000
Property Address: 162 GROVE ST

Mailing Address: CHARLEY2017 LLC
7 MYRTLE ST
NORFOLK, MA 02056

Parcel Number: 306-040-000
CAMA Number: 306-040-000-000
Property Address: 165 GROVE ST

Mailing Address: TRPF 157 165 GROVE ST LLC C/O TH
REAL ESTATE
730 THIRD AVE 4TH FLOOR
NEW YORK, NY 10017

Parcel Number: 306-042-000
CAMA Number: 306-042-000-000
Property Address: 161 GROVE ST

Mailing Address: 161 GROVE LLC
13 WHEELING AVE
WOBURN, MA 01801

Parcel Number: 306-043-000
CAMA Number: 306-043-000-000
Property Address: 157 GROVE ST

Mailing Address: TRPF 157 165 GROVE STREET LLC C/O
TH REAL ESTATE
730 THIRD AVE 4TH FLOOR
NEW YORK, NY 10017

Kevin M. Doyle, 12-13-19

www.cai-tech.com

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GHM Agency 51 Main Street PO Box 649 Waterville ME 04903-0649		CONTACT NAME: Chelsea Gallagher PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
INSURED Franklin Brewing, LLC 8 Brian Road Franklin MA 02038		INSURER(S) AFFORDING COVERAGE INSURER A: Tri-State Insurance Co of Minnesota INSURER B: Acadia Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 31003 31325	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ADV5406039-10	12/3/2019	12/3/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ADV5406039-10	12/3/2019	12/3/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA5420236-10	12/3/2019	12/3/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			ADV5406039-10	12/3/2019	12/3/2020	Each Common Cause 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Franklin Brewing, LLC
8 Brian Road
Franklin, MA 02038

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Karen Redman/KAREN

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11/25/2019



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

Date Issued: November
25, 2019
Record #:
Certificate #:

BUSINESS VERIFICATION CERTIFICATE

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

Franklin Brewing Company LLC d/b/a 67 Degrees is conducted at: 158 GROVE ST

by the following person:

FULL NAME

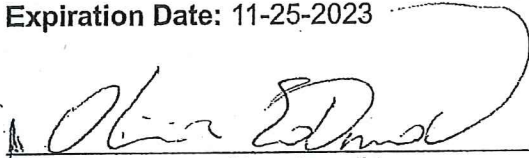
Olivier Edouard

RESIDENCE

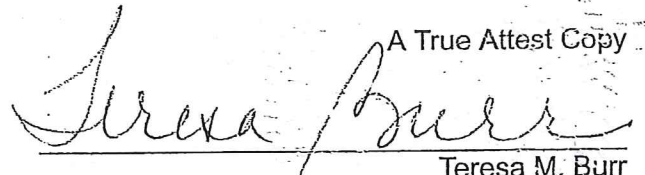
8 Brian Road, Franklin, MA 02038

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

Expiration Date: 11-25-2023


Business Owner Signature #1

Business Owner Signature #2


A True Attest Copy
Teresa M. Burr
Town Clerk

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



STANDARD FORM COMMERCIAL LEASE

1. PARTIES Grove Street Realty Trust, LESSOR, which expression shall include its heirs, successors, and assigns where the context so admits, does hereby lease to Franklin Brewing, LLC and Olivier Edouard. LESSEE, which expression shall include its successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:
- The use of the leased property is to operate a microbrewery and taste room
2. PREMISES Approximately 3,000 +/- S.F. of warehouse space located 158 Grove St, Franklin, MA
3. TERM The term of this lease shall be for Two (2) years commencing on May 1, 2019 and ending on May 31, 2021.
- LESSEE shall have One (1) option to extend this lease for Five (5) additional years with prior written notice of such intention given to the Lessor on or before December 1, 2020.
4. RENT The LESSEE shall pay to the LESSOR rent, at the rate of:
- | | <u>Annually</u> | <u>Monthly</u> |
|-----------------------------|-----------------|----------------|
| May 2019 | N/A | FREE |
| June 1, 2019 – May 31, 2021 | \$33,000 | \$2,750 |
| Option Year 1: | \$33,000 | \$2,750 |
| Option Years 2&3: | \$36,000 | \$3,000 |
| Option Years 4&5: | FMV | FMV |
- During option years 4&5 the rent shall be at the then fair market value (FMV), but not less than \$3,250/month.
- Payable in advance monthly installments due on the first of each month. In the event LESSEE is late on rental payments, there shall be a \$50 penalty per each day late.
5. SECURITY DEPOSIT Due on or before June 1, 2019, the LESSEE shall pay to the LESSOR the amount of \$2,750.00 dollars, which shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this lease subject to the LESSEE's satisfactory compliance with the conditions hereof.
6. RENT ADJUSTMENT LESSEE shall be responsible for the snow removal of the property.
- Should the septic system located on the property require servicing or pumping more than once every two years, LESSEE shall reimburse the LESSOR for the cost of the additional pumping and service of the septic system.
7. UTILITIES The LESSEE shall pay, as they become due, all utility bills for electricity, gas, and water (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises servicing the leased premises.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

8. USE OF LEASED

The LESSEE shall use the leased premises only for the purpose of operating a microbrewery and tasting room.

9. COMPLIANCE WITH LAWS

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by law or ordinance in force in the city or town in which the premises are situated.

10. FIRE INSURANCE

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.

11. MAINTENANCE

A. LESSEE'S OBLIGATION

The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit, the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste.

B. LESSOR'S OBLIGATION

The LESSOR agrees to maintain the roof and structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because the LESSEE or those for whose conduct the LESSEE is legally responsible.

12. ALTERATIONS ADDITIONS

The LESSEE shall not make structural alterations or additions to the leased premises but may make non-structural alterations provided the LESSOR consents thereto in writing, and LESSEE confirms with all building specifications and obtains permits with the Town of Franklin when required. Landlord consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

13. ASSIGNMENT-
SUBLEASING

The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR'S prior written consent. Notwithstanding such consent, LESSEE shall remain liable to Lessor for the payment of all rent and for the full performance of the covenants and conditions of this lease.

14. SUBORDI-
NATION

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

15. LESSOR'S
ACCESS

The LESSOR or agents of the LESSOR may, in the event of an emergency, or with 24 hour prior written notice, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep same so affixed without hindrance or molestation.

16. INDEMNIFI-
CATION AND
LIABILITY

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by bursting pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the sidewalks and parking lot bordering upon the leased premises shall be LESSEE's responsibility.

17. LESSEE'S
LIABILITY
INSURANCE

The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of \$2,000,000.00 with property damage insurance in limits of \$1,000,000.00 in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as the LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten days (10) days prior written notice to each assured named therein.

18. FIRE,
CASUALTY-
EMINANT
DOMAIN

Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be

made, and the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures property or equipment.

19. DEFAULT
AND
BANKRUPTCY

In the event that:

- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified, and such default shall continue for ten (10) days after written notice thereof; or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected in thirty (30) days after written notice thereof; or
- (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,

Then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises to declare the term of the lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of 10% per cent per annum costs, shall be paid to the LESSOR by the LESSEE as additional rent.

20. NOTICE

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR at the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notices from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at the leased premises. All rent notices shall be paid and sent to the LESSOR at 7 Uncas Brook Row, Franklin, MA.

21. SURRENDER

The LESSEE at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either

inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of the LESSEE's property from the premises, Lessor is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

22. BROKERAGE

Atlantic Commercial Real Estate, LLC warrant(s) that it is duly licensed as such by the Commonwealth of Massachusetts, and join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to him (them), and to any amendments or modifications of such provisions to which he (they) agree(s) in writing. LESSOR agrees to pay Atlantic Commercial Real Estate, LLC upon the term commencement date a fee for professional services as per Atlantic Commercial Real Estate, LLC's commission schedule.

23. OTHER PROVISIONS

It is also understood and agreed that:

1. LESSOR shall deliver the property in broom clean condition with all systems in good working order.
2. LESSEE shall have the one (1) option to terminate this lease with prior written notice given to the LESSOR on or before June 4, 2019 at 5:00 PM. Rent payments made by the LESSEE prior to the option to terminate being exercised, shall be non-refundable.
3. LESSEE shall have access to 13 parking spaces. All parking is in common with others entitled thereto.
4. LESSEE at LESSEE's expense shall have the right to utilize existing pylon signage and signage on the building. All signage shall be subject to the approval of the Landlord & The Town of Franklin.
5. LESSEE at LESSEE's expense shall be responsible for maintaining, and pumping the tight tank located on the property. LESSEE agrees to indemnify and hold harmless the LESSOR from any claims, or liabilities related to the tight tank that may arise during the time of the LESSEE's occupancy at the property.
6. Due upon signing of this lease LESSEE shall provide LESSOR with a check for second months rent and security deposit, and insurance binder.

IN WITNESS WHEREOF, the said parties herunto set their hands and seals this ____ day of April, 2019.

Franklin Brewing, LLC
And Olivier Edouard

LESSEE

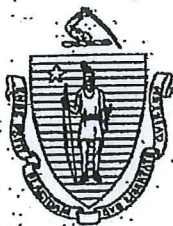


Duly Authorized

Grove Street Realty Trust
LESSOR



Trustee



The Commonwealth of Massachusetts
Department of Industrial Accidents

Office of Investigations
600 Washington Street
Boston, MA 02111
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Franklin Brewing Company, LLC

Address: 8 Brian Road

City/State/Zip: Franklin, MA 02038

Phone #:

Are you an employer? Check the appropriate box:

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

Business Type (required):

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

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

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

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

Insurance Company Name: Acadia Insurance Company

Insurer's Address: GHM Agency 51 Main Street PO Box 649

City/State/Zip: Waterville ME 04903

Policy # or Self-ins. Lic. # _____ Expiration Date: 12/03/2020

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

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

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

Signature: *[Handwritten Signature]* Date: 12/6/19

Phone #: 617-650-5914

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

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

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

Contact Person: _____ Phone #: _____




CERTIFICATE OF COMPLIANCE WITH STATE LAWS

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



** Signature of Individual or Corporate License Holder (Mandatory)

*** License Holder's Social Security Number/or Federal Identification Number

By: 
Corporate Officer
(Mandatory, if applicable)

Date: 12/12/2019

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

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

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