

## License Transactions:

### New Farmer Series Pouring Permit - Farmer Distillery



Applicant: GlenPharmer Distillery, LLC d/b/a GlenPharmer Distillery

The applicant is seeking a New Farmer Series Pouring Permit for a Farmer-Distillery, to be located at 860 West Central Street, Franklin, MA 02038.

All Departments have signed off on this application.

**MOTION** to approve the request by GlenPharmer Distillery LLC, d/b/a GlenPharmer Distillery for a New Farmer Series Pouring Permit for a Farmer-Distillery.

**DATED:** \_\_\_\_\_, 2019

**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-Distillery –  
GlenPharmer Distillery LLC d/b/a GlenPharmer Distillery**

The Franklin Town Council will hold a Public Hearing on an application by GlenPharmer Distillery, LLC d/b/a GlenPharmer Distillery, located at 860 West Central Street, Franklin, MA for a New Farmer Series Pouring Permit for a Farmer-Distillery. The hearing will be held on Wednesday, December 18, 2019 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.

McDERMOTT  
QUILTY &  
MILLER LLP

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December 4, 2019

Via Federal Express Overnight Delivery

Town Administrator's Office

TOWN OF FRANKLIN

355 East Central Street, 3<sup>rd</sup> Floor

Franklin, MA 02038

Attn: Chrissy Whelton, Assistant to the Town Administrator

**RE: Application for a New Farmer Series Pouring Permit for a Farmer-Distillery  
GlenPharmer Distillery, LLC d/b/a GlenPharmer Distillery  
860 West Central Street, Franklin, MA 02038**

Dear Ms. Whelton:

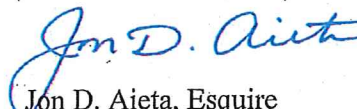
Enclosed please find the following documents in connection with GlenPharmer Distillery, LLC's application for a New Farmer Series Pouring Permit for a Farmer-Distillery to be exercised at 860 West Central Street, Franklin, MA 02038:

1. Monetary Transmittal Form & ABCC Proof of Payment;
2. Application for a New License with Applicant's Statement;
3. ABCC CORI Request Forms;
4. Proof of Citizenship;
5. Corporate Vote;
6. Business Entity Summary;
7. Floor Plans;
8. Lease Agreement;
9. Entertainment Application; and
10. Copy of Farmer-Distillery License.

Kindly assign this matter for hearing on **Wednesday, December 18, 2019** before the Town Council.

Thank you for your attention to and courtesy in this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,



Jon D. Aieta, Esquire  
jaieta@mqmllp.com

JDA/ks

**Monetary Transmittal Form &  
ABCC Proof of Payment**





*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://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 GlenPharmer Distillery, LLC

ADDRESS 860 West Central Street

CITY/TOWN Franklin

STATE MA

ZIP CODE 02038

For the following transactions (Check all that apply):

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

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

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

## Payment Confirmation

**YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT**

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



**Transaction Processed Successfully.**

**INVOICE #:**

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	GlenPharmer Distillery LLC	\$200.00
		<b>\$200.00</b>

**Total Convenience Fee: \$4.70**

**Date Paid: 12/4/2019 1:47:44 PM EDT**

**Total Amount Paid: \$204.70**

### Payment On Behalf Of

**License Number or Business Name:**  
GlenPharmer Distillery, LLC

**Fee Type:**  
FILING FEES-RETAIL

### Billing Information

**First Name:**  
Patrick

**Last Name:**  
Downing

**Address:**

**City:**

**State:**

**Zip Code:**

**Email Address:**

# **Application for a New License with Applicant's Statement**



*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR A NEW LICENSE**

Municipality

Franklin

**1. LICENSE CLASSIFICATION INFORMATION**

**ON/OFF-PREMISES**

On-Premises-19E(o)

**TYPE**

Farmer Series Pouring Permit

**CATEGORY**

All Alcoholic Beverages

**CLASS**

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.

Application for a New Farmer Series Pouring Permit for a Farmer-Distillery.

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

GlenPharmer Distillery, LLC

FEIN

DBA

GlenPharmer Distillery

Manager of Record

Patrick Downing

Street Address

860 West Central Street, Franklin, MA 02038

Phone

Email

Alternative Phone

N/A

Website

[www.glenpharmer.com](http://www.glenpharmer.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.

On the first floor of 860 West Central Street, containing  $\pm 2,164$  square feet, consisting of a retail area, tasting room and tasting bar with seating for 72 patrons. Seasonal outdoor patio containing  $\pm 1,433$  square feet, with seating for 28 patrons.

Total Square Footage:  $\pm 3,597$

Number of Entrances: 1

Seating Capacity:

72 (+28 outside)

Number of Floors

1

Number of Exits:

3

Occupancy Number:

TBD

**4. APPLICATION CONTACT**

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

Name:

Jon D. Aieta, Esq.

Phone:

Title:

Attorney

Email:



# APPLICATION FOR A NEW LICENSE

## 5. CORPORATE STRUCTURE

Entity Legal Structure	LLC	Date of Incorporation	10/23/2018
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

## 6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Patrick F. Downing			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Manager & Member	97%	<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
Timothy M. Downing			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Member	3%	<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

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

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Additional pages attached? ☐ Yes ☒ No

### CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ 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
Patrick F. Downing	\$19E	Farmer-Distillery	Franklin
Timothy M. Downing	\$19E	Farmer-Distillery	Franklin

### 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
N/A	N/A	N/A	N/A

### 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
N/A	N/A	N/A	N/A

## 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 Brookdale Mill Realty, LLC

Landlord Phone

Landlord Email N/A

Landlord Address 860 West Central Street, Franklin, MA 02039

Lease Beginning Date 02/01/2019

Rent per Month \$20,000.00

Lease Ending Date 01/31/2024

Rent per Year \$240,000.00

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	\$0.00
B. Purchase Price for Business Assets	\$0.00
C. Other * (Please specify below)	\$0.00
D. Total Cost	\$0.00

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

### SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
N/A	N/A
Total:	N/A

### 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.
N/A	N/A	N/A	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

### FINANCIAL INFORMATION

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

N/A - Application for a New Farmer Series Pouring Permit for a Farmer-Distillery.

### 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?

N/A

## 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
N/A	N/A	N/A	N/A

### 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
08/2017	08/2018	CEO	Citywide Pharmacy	N/A
09/2014	03/2017	President & CEO	Partners Pharmacy	N/A
06/2013	09/2014	President & CEO	OrionRx	N/A
06/2012	01/1986	President, Northeast Division	Omnicare	N/A

### 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
N/A	N/A	N/A	N/A	N/A

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

Manager's Signature  Date



**APPLICANT'S STATEMENT**

I, Patrick F. Downing the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager  
Authorized Signatory

of GlenPharmer Distillery, 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:

Patrick F. Downing

Date:

11/19/19

Title:

LLC Manager

# Corporate Vote

### CORPORATE VOTE

The Board of Directors or LLC Managers of

GlenPharmer Distillery, LLC

Entity Name

duly voted to apply to the Licensing Authority of

Franklin

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

11/19/19

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Patrick F. Downing

Name of Person

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

"VOTED: To appoint

Patrick F. Downing

Name of Liquor License Manager

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

A true copy attest,

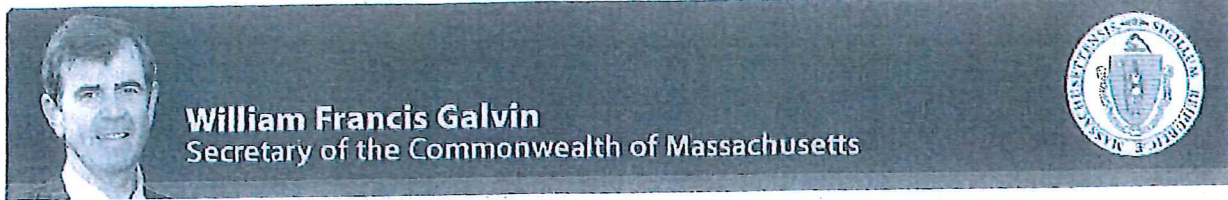
Corporate Officer /LLC Manager Signature

Patrick F. Downing

(Print Name)

# Business Entity Summary





## Corporations Division

### Business Entity Summary

ID Number:

Request certificate

New search

Summary for: GLENPHARMER DISTILLERY, LLC

**The exact name of the Domestic Limited Liability Company (LLC):** GLENPHARMER DISTILLERY, LLC

**Entity type:** Domestic Limited Liability Company (LLC)

**Identification Number:**

**Date of Organization in Massachusetts:**  
10-23-2018

**Last date certain:**

**The location or address where the records are maintained (A PO box is not a valid location or address):**

Address: 860 WEST CENTRAL STREET

City or town, State, Zip code, FRANKLIN, MA 02038 USA  
Country:

**The name and address of the Resident Agent:**

Name: PATRICK F. DOWNING

Address: 860 WEST CENTRAL STREET

City or town, State, Zip code, FRANKLIN, MA 02038 USA  
Country:

**The name and business address of each Manager:**

Title	Individual name	Address
MANAGER	PATRICK F. DOWNING	860 WEST CENTRAL STREET FRANKLIN, MA 02038 USA

**In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:**

Title	Individual name	Address
SOC SIGNATORY	PATRICK F. DOWNING	860 WEST CENTRAL STREET FRANKLIN, MA 02038 USA

**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:**

Title	Individual name	Address

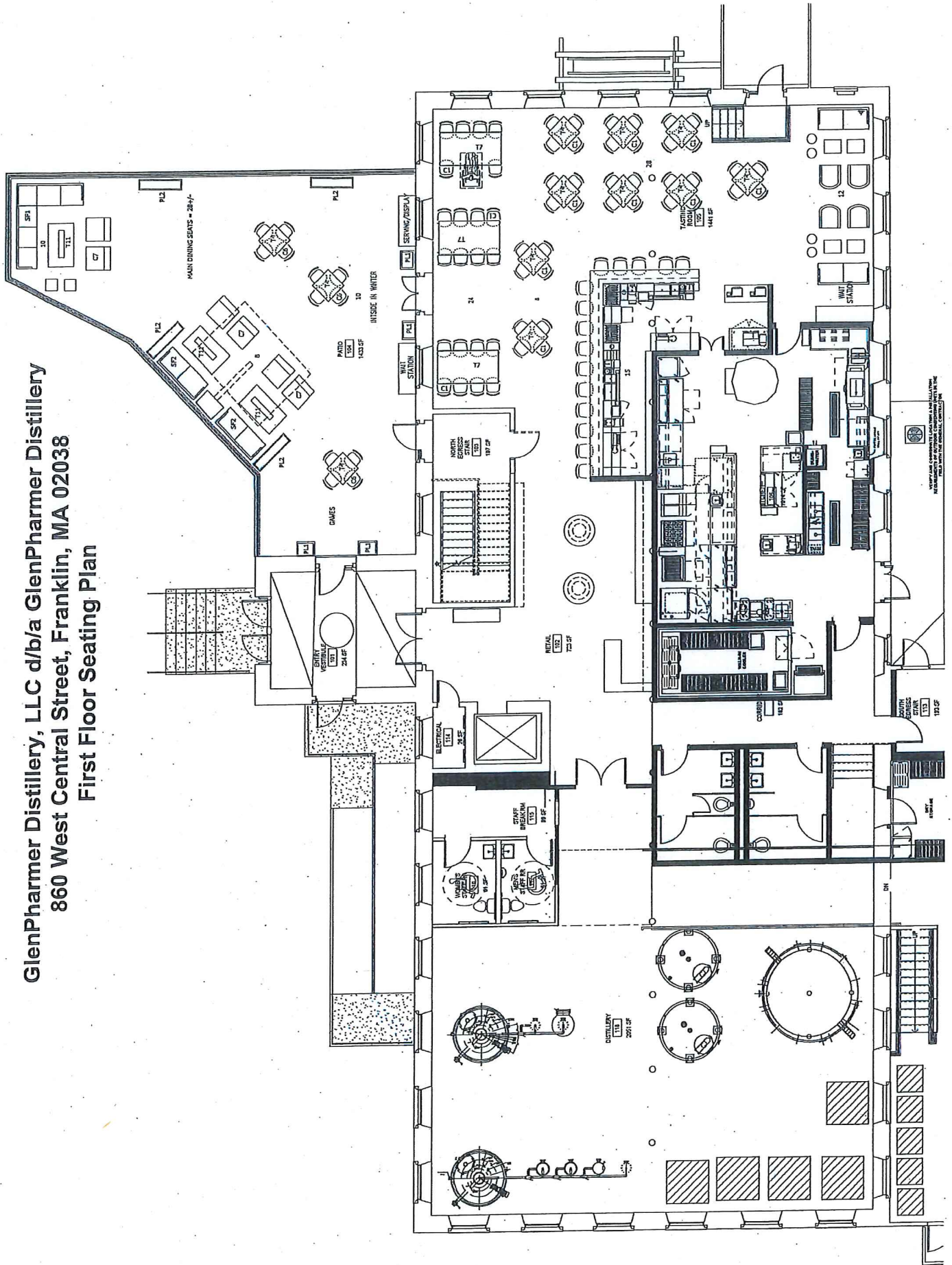
REAL PROPERTY	PATRICK F. DOWNING	860 WEST CENTRAL STREET FRANKLIN, MA 02038 USA	
<b>Consent</b>	<b>Confidential Data</b>	<b>Merger Allowed</b>	<b>Manufacturing</b>
<b>View filings for this business entity:</b>			
<div>ALL FILINGS</div> <div>Annual Report</div> <div>Annual Report - Professional</div> <div>Articles of Entity Conversion</div> <div>Certificate of Amendment</div> <div>Certificate of Cancellation</div>			
<div>View filings</div>			
<b>Comments or notes associated with this business entity:</b>			
<div></div>			

New search

# Floor Plans



**GlenPharmer Distillery, LLC d/b/a GlenPharmer Distillery**  
**860 West Central Street, Franklin, MA 02038**  
**First Floor Seating Plan**





# Lease Agreement

## COMMERCIAL LEASE

1. PARTIES: Brookdale Mill Realty, LLC, LESSOR, a Massachusetts limited liability company, with a principal address of 860 West Central Street, Franklin, MA 02039, does hereby lease to GlenPharmer Distillery, LLC, LESSEE, which expression shall include its successors and assigns where the context so admits, and the LESSEE hereby leases the following described premises:
2. PREMISES: 860 West Central Street, Franklin, Massachusetts, described as follows: the land and improvements thereon located at 860 West Central Street in Franklin, MA; known as Brookdale Mill and described in Certificate No 16710 filed with the Norfolk Registry District of the Land Court, including but not limited to approximately 7,600 square feet on the first (main) floor (includes back stairwell), and approximately 8,700 square feet of the basement level, but specifically excluding approximately 1,000 square feet of kitchen space on the first floor. Additional 3,000 square feet of storage space on the second floor.
3. TERM: The term of this lease shall be for five (5) years commencing on February 1, 2019 and ending on January 31, 2024. LESSEE shall have the option to extend this lease for one (1) additional period of five (5) years. This option for the LESSEE shall be automatically exercised unless LESSEE sends written notice to LESSOR six (6) months prior to the expiration of the original term.
4. RENT: The LESSEE shall pay to the LESSOR rent in the amount of Twenty Thousand and 00/100 (\$20,000.00) Dollars per month.
5. TAXES/RENT ADJUSTMENT: The LESSEE shall pay to the LESSOR as additional rent the real estate taxes and any increase in real estate taxes levied against the land and building, of which the leased premises are a part. The LESSEE shall make payment within thirty (30) days of written notice from the LESSOR that such operating expenses, or increased taxes, are payable by the LESSOR.
6. UTILITIES: The LESSOR shall provide and LESSEE shall pay for all electricity and other utilities, water and sewer use charges.
7. USE OF LEASED PREMISES: The LESSEE shall use the leased premises for the purposes of a distillery, including but not limited to manufacturing, bottling and sales of distilled spirits, on-site consumption of food, private events and parties, and other use permitted by a distillery license holder pursuant to the applicable state and federal regulations.
8. 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.

9. 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.
10. MAINTENANCE OF PREMISES: The LESSEE shall pay all costs associated with the non-structural upkeep of the leased premises, including snow removal, landscaping and upkeep of the facade of the leased premises. The LESSEE agrees to maintain the leased premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this lease, reasonable wear and tear, 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. It is understood and agreed that the LESSOR is not responsible for making any non-structural repairs whatsoever to the Premises, all of which LESSEE shall make. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises. LESSOR shall be responsible for the structural integrity of the building, including the walls, beams, structural ceilings and roof. All other repairs to the building or mechanical systems shall remain the responsibility of the LESSEE.
11. 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, which 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.
12. ASSIGNMENT - SUBLEASING: The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR'S prior written consent, which consent shall not be unreasonably withheld or delayed. 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.
13. SUBORDINATION: 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.

14. LESSOR'S ACCESS: The LESSOR or agents of the LESSOR may, at reasonable times, 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 the same so affixed without hindrance or molestation.
15. INDEMNIFICATION AND LIABILITY: The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the roof of the building or from the sidewalks bordering upon the premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be LESSEE'S responsibility.
16. 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 Five Hundred Thousand (\$500,000.00) Dollars with property damage insurance in limits of One Hundred Thousand (\$100,000.00) Dollars in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as 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 canceled without at least ten (10) days prior written notice to each assured named therein.
17. LIQUOR LIABILITY INSURANCE: The LESSEE shall maintain with respect to the lease premises and the property, of which the lease premises are a part, a liquor legal liability insurance policy for bodily injury or death in the amount of Two Hundred Fifty Thousand (\$250,000.00) Dollars on account of injury to or death of one (1) person, and Five Hundred Thousand (\$500,000.00) Dollars on account of any one (1) accident resulting in injury to or death of more than one (1) person.
18. FIRE, CASUALTY - EMINENT 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 within 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 this 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 any 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 incurred, with interest at the rate of six (6) percent per annum and 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 left at the leased premises addressed to the LESSEE, or, if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice 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 such address as the LESSOR may from time to time advise in writing. All rent and notices shall be paid and sent to the LESSOR at 860 West Central Street, Franklin, MA 02038.
21. SURRENDER: The LESSEE shall 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 the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of 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 to 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. OTHER PROVISIONS: This Lease shall be governed by the law of Massachusetts and shall be deemed to have been made, executed, delivered and accepted by the respective parties in that state.

If any term or provision of this Lease, or the application thereof to any person or circumstances is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid.

The terms and conditions in this Lease shall apply to and be binding upon the parties herein and their respective successors and assigns except as expressly otherwise provided.

This Lease and any and all exhibits and riders attached hereto and made a part of this Lease constitute the entire agreement of the parties concerning this Lease, and any and all other or prior agreements, representations or warranties are hereby terminated, canceled and

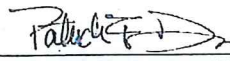
agreed to be void and of no force or effect. No change, amendment, deletion or addition to this Lease shall be effective unless in writing and signed by the parties.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereunto set their hands and common seals this 19th day of January, 2019.

LESSOR:

  
\_\_\_\_\_  
**BROOKDALE MILL REALTY, LLC**

LESSEE:

  
\_\_\_\_\_  
**GLENPHARMER DISTILLERY, LLC**

# Farmer-Distillery License





Commonwealth of Massachusetts  
Office of the State Treasurer  
Alcoholic Beverages Control Commission

**FARMER-DISTILLERY LICENSE**

**M.G.L. c. 138, § 19E**

This Farmer-Distillery License authorizes the following licensee to manufacture, and keep and expose for sale and to sell, distilled spirits:

**GlenPharmer Distillery, LLC DBA : GlenPharmer Distillery**

860 West Central Street  
Franklin, MA 02038

Approved by the Alcoholic Beverages Control Commission on May 06, 2019.

*Jean M. Lorzio*  
Jean Lorzio, Chairman

*Elizabeth Lashway*  
Elizabeth Lashway, Commissioner

*Kathleen McNally*  
Kathleen McNally, Commissioner

License Number:

Record Number:

Capacity: 5K Gallons or Less

**THIS LICENSE WILL EXPIRE DECEMBER 31, 2019 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD**

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS PLACE WHERE IT CAN BE EASILY READ