

Received at the Office of the City Clerk

Date:

Time:

Received by:

Fee:

CITY OF NORTH ADAMS, MASSACHUSETTS

Planning Board

SPECIAL PERMIT APPLICATION

ALL REQUIRED INFORMATION MUST BE SUBMITTED BY THE APPLICATION DUE DATE OR
THE APPLICATION WILL NOT BE PROCESSED.

1. Name of applicant: OSJ Spirits, LLC
2. Name of property owner (if different): OSJ of North Adams, LLC
3. Name of legal counsel (if appropriate): Lisa A. Adelman
4. Address of project: 830 Curran Highway, North Adams, MA
5. Zoning district(s) of project: Industrial (I-1 Zone)
6. Use classification of project (consult use schedule): Use # 65
7. The record title to project address stands in the name(s), address(es): OSJ of North Adams, LLC,
375 Commerce Park Rd. North Kingstown, Rhode
Island, 02852

by a deed duly recorded in the Northern Berkshire Registry of Deeds in Book 1517 Page 675

**A COPY OF THE PROPERTY DEED MUST BE ATTACHED TO THIS APPLICATION FOR
THE APPLICATION TO BE PROCESSED.**

8. Type of special permit:

a. Use permits:

- ☐ Nursery schools/day care
- ☐ Theaters, taverns
- ☐ Shopping centers
- ☐ Industrial uses
- ☐ Solid waste facilities
- ☐ Research, experimental and testing laboratories
- ☒ Other: off premise beer & wine license to be sold in existing

b. Site plan approval:

- ☐ A change of use
- ☐ A change of land use
- ☐ New construction
- ☒ Addition to an existing use of a building or structure greater than 200 square feet
- ☐ Other: retail/general merchandise store

9. If the site plan approval is required:

- ☐ Site plan materials are attached with application. See application checklist.
- ☐ Narrative is attached. See attached checklist for criteria to be explained within narrative.
- ☐ Please check here if the property in any district* will be creating or maintaining more than ten (10) new parking spaces. If yes, please provide detailed parking plan pursuant to Section 6 "Off Street Parking" in the North Adams Zoning Ordinance.
- ☐ Please check here if the proposed project will require additional signage. Please provide color elevation renderings of proposed signage. Please note if the dimensions, setback, duration, scale, or components of the signage will require a special permit by the Zoning Board of Appeals.
- ☐ Please check here if any part of the new construction will be sited within two hundred (200) feet of a river.** If yes, please provide a drainage plan for the site that ensures that safe runoff into catch basins, culverts, swales, etc.

10. Determination of applicability from the Conservation Commission is:

- ☐ Attached
- ☐ In progress. Hearing is scheduled for: _____
- ☒ Not required. Please explain why: The application does not affect, alter or otherwise concern any wetlands, natural resources, or the environment

11. Is a request for a Determination of Applicability from the Massachusetts Department of Environmental Protection necessary? No If yes, request was filed (date): _____

12. Are there other boards to which this proposed project would be providing information? If yes, please list board and date of hearing/meeting:

Licensing Board - hearing / meeting not scheduled yet

13. Would you be willing to add a bike rack to the exterior of your business? N/A If yes, please show on your site plan where the bike rack would be located.

John D. Conforti

Signature of Property Owner (REQUIRED)
Application will not be processed without it.

[Signature]
Signature of Applicant

January 7, 2021
Date

Lisa A. Ackelman, Esq. Counsel
Printed Name

401-552-5004
Phone Number

375 Commerce Park Road, North Kingstown, RI 02852
Address of Applicant

*Excluding CBD districts

**A river is defined as any natural flowing body of water that empties to any ocean, lake, or other river and which flows throughout the year. For additional information, please consult the Office of Community Development for information on the "Rivers Protection Act", Chapter 258, MGL c.131 40.

OSJL SPIRITS, LLC

375 Commerce Park Road
North Kingstown, RI 02852-8420
Tel: 401-295-2672 * Fax: 401-294-8750
<http://www.oceanstatejoblot.com>

Via Overnight Mail

January 7, 2021

City of North Adams
Planning Board
Attn: Michelle Ells
10 Main Street
North Adams, MA 01247

Re: OSJL Spirits, LLC New Retail Liquor License Application for
830 Curran Highway, North Adams, MA
Addendum to Special Permit Application

Dear Ms. Ells:

In support of OSJL Spirits, LLC's Special Permit Application, please refer to the following for additional consideration by the Planning Board.

SITE PLAN APPROVAL CHECKLIST:

Applicable Provisions

Number 4 – Narrative of Proposed Use. OSJL Spirits, LLC ("Applicant") seeks this special permit to allow for a change in use relating to the property located at 830 Curran Highway, North Adams (the "Property") that would allow Applicant the ability to engage in the retail sale of beer and wine for off-premises consumption within said Property. Applicant proposes the use of approximately 279 square feet for the display/sale of the beer and wine, and approximately 206 square feet for the storage of beer and wine when it is not on display. Applicant commits to securing all store wine and beer within its back room when not on display via a locked cage and commits to placing stanchions in and around displayed beer and wine during no-sale hours to prohibit access to the product by customers.


Number 12 – Hours of Operation. Applicant's hours of operation relating to the sale of beer and wine will be 9 am to 8 pm (or temporarily 7 pm in response to the COVID-19 pandemic) Monday through Saturday, and 10 am to 8 pm (or temporarily 7 pm in response to the COVID-19 pandemic).

Applicant will also sell beer and wine from 12 pm to 8 pm on Memorial Day. And will not engage in any sale of beer or wine on Thanksgiving or Christmas Day, in accordance with state law.

Number 17 – Documentation from Licensing Board. Pending approval by the Planning Board, but enclosed is Applicant's application for a new beer and wine license, already submitted to the Licensing Board.

Number 18 – Square Footage of Interior Space to be Used for Change in Use and Description. Applicant proposes the use of approximately 279 square feet for the display/sale of the beer and wine, and approximately 206 square feet for the storage of beer and wine when it is not on display, for a total of 486 square feet of space intended for the change in use. The exact change in use would be to allow Applicant to engage in the retail sale of beer and wine for off-premise consumption within the already existing and operating general merchandise, retail store, Ocean State Job Lot.

Sincerely,



Lisa A. Adelman, Esq.
(401) 552-5004

l.adelman@osjl.com



2013 00005204

Bk: 1517 Pg: 675 Doc: DEED NB

Page: 1 of 6 07/18/2013 01:48 PM

Return recorded document to:

Lawyers Title Company
4131 N. Central Expressway, Suite 450
Dallas, TX 75204
Attn: Denise Bell
Phone: (214) 461-0205

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED is made effective July 12, 2013, between **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, with an address of 702 S.W. 8th Street, Bentonville, AR 72716 ("Grantor"); and **OSJ OF NORTH ADAMS, LLC**, a Massachusetts limited liability company, with an address of 375 Commerce Park Road, North Kingstown, RI 02852 ("Grantee").

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby forever grant, bargain, sell, convey and confirm to Grantee, and its successors and assigns, a certain tract of land, together with all improvements and fixtures of any kind thereon, including, but not limited to, a retail building, situated, lying, and being in the City of North Adams, Berkshire County, MA, as more particularly described to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property");

TO HAVE AND TO HOLD said Property unto Grantee, and its successors and assigns, forever, with all tenements, appurtenances and hereditaments thereunto belonging, subject to easements, conditions, restrictions and other matters of record.

This conveyance is expressly subject to the following conditions and restrictions:

(a) The Property will not be used for or in support of the following: (i) a grocery store or supermarket, as hereinafter defined below; (ii) a wholesale club operation similar to that of a

830 Curran Highway
North Adams MA

Sam's Club owned and operated by Wal-Mart; (iii) a discount department store or other discount store, as hereinafter defined; (iv) a pharmacy; or (v) gaming activities (including but not limited to gambling, electronic gaming machines, slot machines and other devices similar to the aforementioned but provided that gaming activities shall be permitted to the extent they are an ancillary part of a retail use typically found in a shopping center), billiard parlor, any place of recreation/amusement, or any business whose principal revenues are from the sale of alcoholic beverages for on or off premises consumption; provided, however, that notwithstanding the foregoing, a restaurant use, with an ancillary bar and night club, shall be permitted on the Property so long as the sale of alcoholic beverages is not more than fifty percent (50%) of the revenue of such establishment (the "Property Restrictions"). "Grocery store" and "supermarket", as those terms are used herein, shall mean a food store or a food department containing more than thirty-five thousand (35,000) square feet of gross leasable area, for the purpose of selling food for consumption off the premises, which shall include but not be limited to the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products, or any grocery products normally sold in such stores or departments. "Discount department store" and/or "discount store", as those terms are used herein, shall mean a discount department store or discount store containing more than fifty thousand (50,000) square feet of gross leasable area, for the purpose of selling a full line of hard goods and soft goods (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Wal-Mart. Notwithstanding the foregoing, the Property Restrictions shall not apply to Wal-Mart Stores, Inc., or any parent company, affiliate, subsidiary, or related company.

(b) The Property shall not be used for or in support of the following: (i) adult book store, adult video store (an adult video store is a video store that sells or rents videos that are rated NC-17, X, XX, XXX, or of a rating assigned to works containing material more sexually explicit than XXX, by the film rating board of the Classification and Rating Administration), "adult" business activities, including without limitation any massage parlor, escort service, facility with nude (or partially nude, bathing suit-clad or lingerie-clad) models or dancers or any establishment selling or exhibiting sexually explicit materials; or (ii) bar or night club; provided, however, that a bar or night club that is an ancillary use to a restaurant shall be permitted so long as the sale of alcoholic beverages is not more than fifty percent (50%) of the revenue from such restaurant (the "Noxious Use Restrictions").

(c) The Property Restrictions shall remain in effect for a period of twenty-five (25) years. The Noxious Use Restrictions shall be perpetual unless applicable law prohibits a perpetual restriction, in which case the Noxious Use Restrictions shall remain in effect for the maximum amount of time allowed by law. The aforesaid covenants, conditions, and restrictions shall run with and bind the Property, and shall bind Grantee or an affiliated entity, or its successors or assigns, and shall inure to the benefit of and be enforceable by Grantor, or an affiliated entity, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent violations of such covenants, conditions, and restrictions and/or to recover damages for such

with and bind the Property, and shall bind Grantee or an affiliated entity, or its successors or assigns, and shall inure to the benefit of and be enforceable by Grantor, or an affiliated entity, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent violations of such covenants, conditions, and restrictions and/or to recover damages for such violations, including without limitation damages incurred by Grantor, or an affiliated entity, concerning the business conducted on the land adjacent to the Property.

No representations or warranties of any kind have been made by Grantor or anyone on its behalf to the Grantee as to the condition of the Property described herein or any improvements thereon erected, if any, and it is understood and agreed by the parties that the Property is sold **"AS IS, WHERE IS - WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."**

Grantor makes no warranty or representation regarding the condition of the Property, including, without limitation, environmental or ecological condition, it being understood that the Grantee is taking the Property **"AS IS, WHERE IS - WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."**

Without limiting the foregoing, Grantee hereby covenants and agrees that Grantee accepts the property "AS IS" and "WHERE IS", and with all faults and defects, latent or otherwise, and that Grantor is making no representations or warranties, either expressed or implied, by operation of law or otherwise, with respect to the quality, physical conditions or value of the Property, the Property's habitability, suitability, merchantability or fitness for a particular purpose, the presence or absence of conditions on the Property that could give rise to a claim for personal injury, property or natural resource damages; the presence of hazardous or toxic substances, materials or wastes, substances, contaminants or pollutants on, under or about the Property, or the income or expenses from or of the Property.

AND SAID GRANTOR does hereby warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through and under Grantor, but none other, subject to the easements, encumbrances, restrictions, and other matters of record, the conditions and restrictions as stated herein, and subject to real property taxes for the year of 2013, and thereafter.

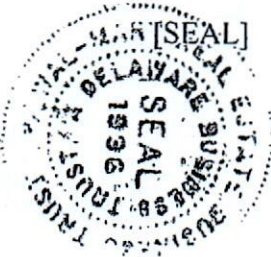
GRANTOR does hereby represent and warrant that this conveyance does not represent the sale of all or substantially all of its assets in the Commonwealth of Massachusetts.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name
by its Senior Director and caused its seal to be hereto affixed the
9th day of July, 2013.

WAL-MART REAL ESTATE
BUSINESS TRUST,
a Delaware statutory trust

By: Jeffrey G. Snyder (u)
Its: Sr. Director



ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) §§
COUNTY OF BENTON)

In the State of Arkansas, County of Benton, on this July 9th, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jeffrey G. Snyder to me personally known, who being by me duly sworn did say that he/she is Senior Director of the Grantor in the foregoing special warranty deed, and that the seal thereto affixed is the seal of said Wal-Mart Real Estate Business Trust, and that said special warranty deed was signed, sealed and delivered by him/her on behalf of said trust by authority of its Managing Trustee and said Jeffrey G. Snyder acknowledged said special warranty deed to be the free act and deed of said trust.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, the day and year in this certificate above written.

By: Nancy R. Donckers
Name: Nancy R. Donckers
Notary Public

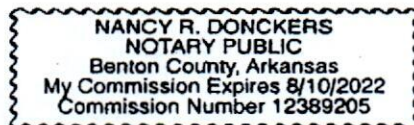


Exhibit "A"
to Special Warranty Deed

[Legal Description]

A certain parcel of land situated in the City of North Adams, County of Berkshire, commonwealth of Massachusetts and is more particularly described as follows:

Beginning at an iron pipe in the easterly sideline of State Highway Route 8, said iron pipe also marks the northwesterly corner of land now or formerly of Joseph D. Coury;

Thence running the following five (5) courses along said easterly sideline:

N 18-38-49 E a distance of 55.71 feet to a Massachusetts Highway Bound;

N 20-53-28 E a distance of 259.05 feet to a Massachusetts Highway Bound,

N 01-29-37 E a distance of 203.20 feet to a Massachusetts Highway Bound;

S 85-48-36 E a distance of 25.02 feet to a Massachusetts Highway Bound;

N 10-00-49 W a distance of 416.04 feet to an iron pipe in the southwesterly corner of land now or formerly of Alice M. Horan and Kathryn M. Horan;

Thence running S 86-05-28 E along the southerly line of said Horan and along the southerly line of land now or formerly of John J. Horan and Phyllis M. Horan a distance of 360.27 feet to an iron pipe in the southeasterly corner of land of said Horan,

Thence running N 03-54-32 E along the easterly line of said Horan a distance of 330.00 feet to an iron pipe in the northeasterly corner of land of said Horan;

Thence running N 86-05-28 W along the northerly line of land of said Horan a distance of 423.12 feet to an iron pipe in the easterly sideline of said highway;

Thence running along said sideline generally northerly along a curve to the right having a radius of 1300.00 feet an arc distance of 37.07 feet to an iron pipe. Said iron pipe also marks the southwesterly corner of land now or formerly of David E. Lewis;

Thence running S 86-05-28 E along the southerly line of land of said Lewis a distance of 1158.68 feet to an iron pipe on the westerly bank of the Hoosic River;

Thence running S 86-05-28 E along said southerly line a distance of 30 feet, more or less, to a point in the centerline of said Hoosic River;

Thence running generally southwesterly along the centerline of said Hoosic River a distance of 1,800 feet, more or less, to a point in said centerline. Said point also marks the northeasterly corner of land of said Joseph D. Coury;

Thence running along the south face of a fence the following (19) nineteen courses along the northerly line of said Coury:

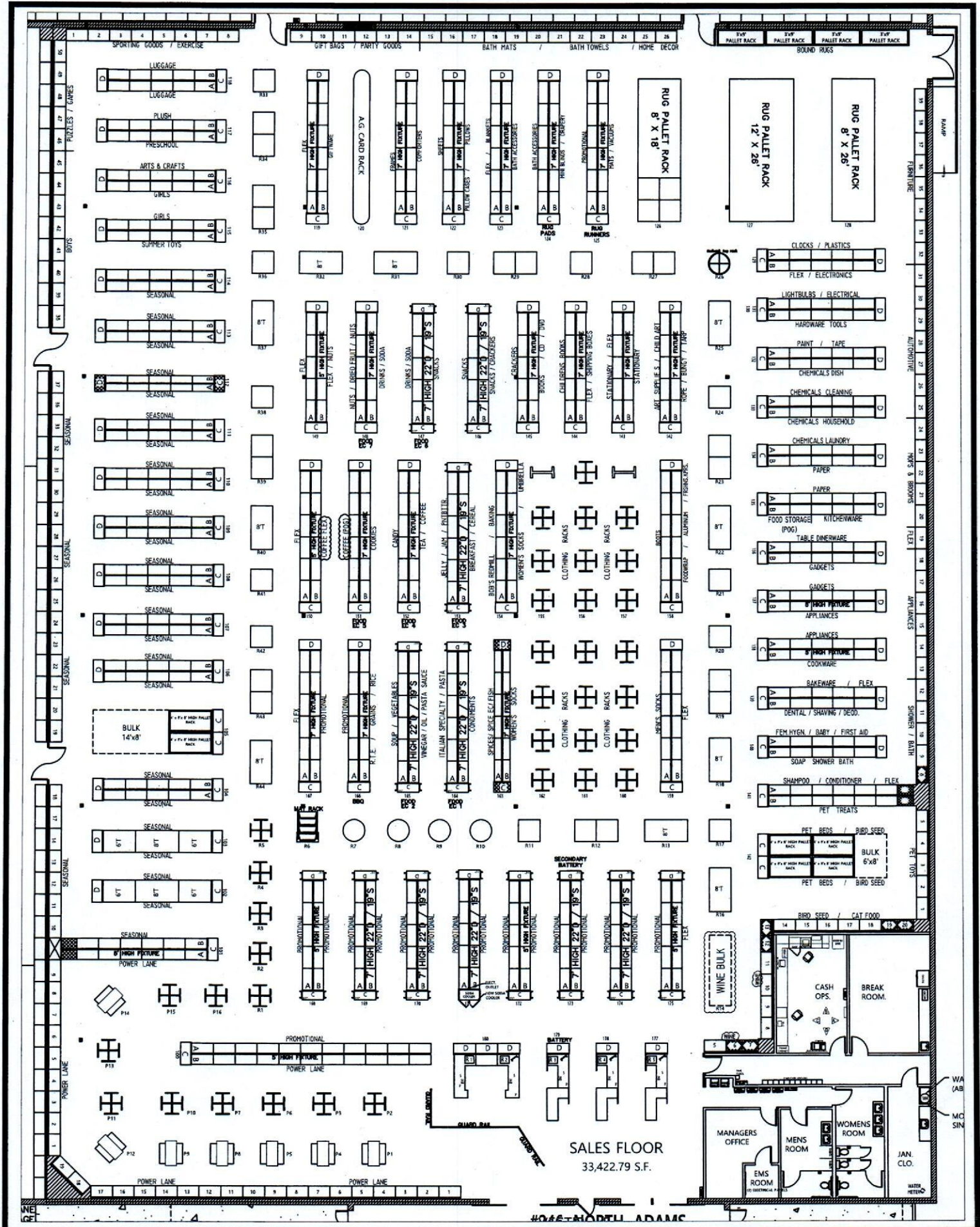
S 82-55-59 W a distance of 85 feet, more or less, to an iron pipe;

S 82-55-59 W a distance of 35.89 feet to the south face of a steel fence post;

S 83-52-33 W a distance of 41.66 feet to the south face of a steel fence post;

S 88-28-07 W a distance of 48.14 feet to the south face of a steel fence post;
N 86-47-41 W a distance of 51.39 feet to the south face of a steel fence post;
N 83-41-00 W a distance of 10.14 feet to the south face of a steel fence post;
N 80-18-14 W a distance of 9.79 feet to the south face of a steel fence post;
N 82-33-29 W a distance of 11.66 feet to the south face of a steel fence post;
N 80-48-39 W a distance of 56.57 feet to an iron pipe;
N 78-42-37 W a distance of 16.63 feet to an iron pipe;
N 78-13-30 W a distance of 14.04 feet to an iron pipe;
N 77-52-36 W a distance of 3.77 feet to an iron pipe;
N 75-52-09 W a distance of 13.53 feet to an iron pipe;
N 72-29-25 W a distance of 23.41 feet to an iron pipe;
N 71-46-50 W a distance of 58.71 feet to an iron pipe;
N 70-26-47 W a distance of 28.00 feet to an iron pipe;
N 69-52-48 W a distance of 29.79 feet to an iron pipe;
N 67-59-35 W a distance of 36.57 feet to an iron pipe; and
N 63-44-07 W a distance of 39.07 feet to the point of beginning.

The above described parcel contains 24.5 acres of land, more or less, and is shown on a plan entitled "Plan of Land in North Adams, Massachusetts, Surveyed for Sumner Schein, Architects and Engineers, August 1992. Scale 1" = 80'" prepared by Foresight Land Services and recorded in the Northern Berkshire Registry of Deeds in Drawer 6 as Plan 219.



CITY	NORTH ADAMS	STORE NUMBER	246	TOTAL SF:	46,308	RETAIL SF:	33,423	STOCKROOM SF:	9,970	VESTIBULE SF:	1,049	NON SALES SF:	1,866	MEZZANINE SF:	0	CEILING HEIGHTS	
STORE MAP	LAST UPDATED: 12/7/20 (WINE)	STATE	MA													SALES FLOOR:	XX-XX
																STOCKROOM:	XX-XX

290

0

B

1 of 1

INDUSTRIAL

TOTAL ASSESSED: 4,132,700

Map

Block

Lot

Lot

Lot

CARD

City of North Adams

!3278!

PROPERTY LOCATION

No	Alt No	Direction/Street/City
830		CURRAN HW, NORTH ADAMS

OWNERSHIP

Owner 1:	Unit #:
OSJ OF NORTH ADAMS LLC	
Owner 2:	
Owner 3:	
Street 1:	375 COMMERCE PARK RD
Street 2:	
Twn/City:	N KINGSTOWN
St/Prov:	RI
Postal:	02852
Cntry:	
Own Occ:	Y
Type:	

PREVIOUS OWNER

Owner 1:	WAL-MART REAL EST BUSINESS TR -
Owner 2:	PROPERTY TAX 0555 -
Street 1:	PO BOX 8050
Twn/City:	BENTONVILLE
St/Prov:	AR
Postal:	72712-8050
Cntry:	

NARRATIVE DESCRIPTION

This Parcel contains 11.536 ACRES of land mainly classified as STORE with a(n) DEPT STORE Building Built about 1992, Having Primarily CONC BLOCK Exterior and MEMBRANE Roof Cover, with 3 Units, 0 Baths, 7 HalfBaths, 0 3/4 Baths, 0 Rooms, and 0 Bdrms.

OTHER ASSESSMENTS

Code	Descrp/No	Amount	Com. Int

PROPERTY FACTORS

Item	Code	Descrp	%	Item	Code	Descrp
Z				U		
o				t		
n				i		
Census:		Exmpt				
Flood Haz:						
D				Topo		
s				Street		
t				Traffic		

LAND SECTION (First 7 lines only)

Use Code	Description	LUC Fact	No of Units	Depth / Price/Units	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh	Neigh Infl	Neigh Mod	Infl 1	%	Infl 2	%	Infl 3	%	Appraised Value	Alt Class	%	Spec Land	J Code	Fact	Use Value	Notes
325	STORE		152460		SQUARE FESITE			0	3.49	1.000	CG									532,085						532,100	
325	STORE		8,036		ACRES EXCESS			0	14,000.	0.920	CG									103,516						103,500	
325	STORE		349		FRONT FEE EXCESS			0	0.	0.000	CG																

IN PROCESS APPRAISAL SUMMARY

Use Code	Building Value	Yard Items	Land Size	Land Value	Total Value
325	3,377,100	118,200	11.536	637,400	4,132,700
Total Card	3,377,100	118,200	11.536	637,400	4,132,700
Total Parcel	3,377,100	118,200	11.536	637,400	4,132,700
Source:	OverRide				
Total Value per SQ unit /Card:	44.23				
/Parcel:	44.23				

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
2021	325	FV	3,377,100	118200	11.536	637,400	4,132,700	4,132,700	Year End Roll	12/16/2020
2020	325	FV	3,490,200	118200	11.536	637,400	4,245,800	4,245,800	Year End Roll	12/30/2019
2019	325	FV	3,457,500	116900	11.536	631,200	4,205,600	4,205,600	Year End Roll	1/4/2019
2018	325	FV	3,870,600	116900	11.536	631,200	4,618,700	4,618,700	Year End Roll	1/2/2018
2017	325	FV	3,833,800	115800	11.536	624,900	4,574,500	4,574,500		11/7/2016
2016	325	FV	3,760,400	113500	11.536	624,900	4,498,800	4,498,800	year end	12/3/2015
2015	325	FV	4,044,300	113500	11.536	624,900	4,782,700	4,782,700	Year End Roll	12/18/2014
2015	325	PV	4,122,969	64100	11.536	624,900	4,811,969	4,811,969		1/28/2014

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Assoc PCL Value	Notes
WAL-MART REAL E	1517-675		7/18/2013	CONVIENCE		10	No	No		7/13 TRANS INCLDS LOT A
	1089-380		1/28/2003				No	No		
COURY ALBERT JR	849-266		8/25/1992	OTHER	2,005,000		No	No		
	762-1056		10/30/1986				No	No		

BUILDING PERMITS

Date	Number	Descrp	Amount	C/O	Last Visit	Fed Code	F. Descrp	Comment
5/17/2017	32811	MANUAL	10,410					REPLACE ROOF TOP U
12/14/2016	32670	MANUAL	10,410					REPLACE ROOF TOP U
2/20/2014	31686	MANUAL	2,900 C					REPLACE 14 SPRINKL
9/18/2013	31498	MANUAL	10,000 C					TRACTOR SUPPLY SIG
8/15/2013	31442	MANUAL	259,899 C					INSTALL NEW ROOFIN
8/9/2013	31432	MANUAL	665,000 C					REMOVATE, ADD WALL
8/1/2013	31425	MANUAL	25,000 C					SIGNAGE (OCEAN STA
7/22/2013	31404	MANUAL	250,000 C					RENOVATE TO CONVER
5/7/2007	28790	MANUAL	46,000 C					REFRIG CASES, COOL
5/7/2007	28788	MANUAL	5,306 C					REPAINT BLDG & NEW

ACTIVITY INFORMATION

Date	Result	By	Name
3/3/2020	ABATE INSPEC	247	RAV
2/24/2016	ABATE DENIED	247	RAV
2/18/2016	ABATE INSPEC	247	RAV
2/18/2015	ABATE INSPEC	247	RAV
1/13/2014	MEAS-HNSPCTD	119	S. KONIECZNY
5/8/2007	PERMIT INSPE	185	C. LAMARRE
7/13/2005	CYC INSP	103	WILKINSON AP
4/14/2005	PERMIT INSPE	160	RJF
6/25/2002	PERMIT INSPE	160	RJF

Sign: _____



Patriot
Properties Inc.

USER DEFINED

Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
ASR Map:	
Fact Dist:	
Reval Dist:	
Year:	
Land Reason:	
Bld Reason:	

Total AC/HA: 11.53600 Total SF/SM: 502508.16 Parcel LUC: 325 STORE Prime NB Desc: COMM GD

Total: 635,602 Spl Credit: Total: 635,600

Disclaimer: This Information is believed to be correct but is subject to change and is not warranted. Database: AssessPro

jlincour

2022

EXTERIOR INFORMATION

Type: 66 - DEPT STORE	
SY Ht: 1 - 1	
(Liv) Units: 3	Total: 3
Foundation: 1 - CONCRETE	
Frame: 2 - STEEL	
Prime Wall: 21 - CONC BLOCK	
Sec Wall:	
Root Struct: 4 - FLAT	
Roof Cover: 11 - MEMBRANE	
Color: BEIGE	
View / Descr:	

Grade: C+ - AVG(+)	
Year Bld: 1992	Est Yr Bld:
All LUC:	Alt %:
Unstdct:	Fact:
Const Mod: 87500	
Lump Sum Adj: 87500	

Phys Cond: AV - Average	28.0%
Functional:	
Economic: H - HI VAC	1.0%
Special: OT - OTHER	1.0%
Heating:	
Electric:	
Plumbing:	
Baths:	
Kitchen:	
Additions:	
Interior:	
Exterior:	

Sec Int Wall: 5 - MINIMUM	15.0%
Partition: T - TYPICAL	
Prim Floors: 14 - ASPHL TILE	
Sec Floors: 12 - CONCRET	50.0%
Bsmnt Flr:	
Bsmnt Gar:	
Electric: 3 - TYPICAL	
Insulation: 2 - TYPICAL	
Int vs Ext S:	
Heat Fuel: 2 - GAS	
Heat Type: 1 - FORCED H/A	
# Heat Sys: 1	
% Heated: 100	
% AC: 100	
Central Vac: NO	
% Com Wall:	

Basic \$ / SQ: 76.00	
Size Adj: 0.64281005	
Const Adj: 0.94494516	
Adj \$ / SQ: 46.164	
Other Features: 96677	
Grade Factor: 1.10	
Neighborhood Inf: 1.000000000	
LUC Factor: 1.00	
Adj Total: 4943240	
Depreciated Total: 3486444	

Final Total: 3575900	
Val/Su SZAd: 38.27	
Special Features: 0	
Juns. Factor:	
Before Depr: 50.78	
Ind Val:	
AVRate:	
Net Sketched Area: 99,952	
Gross Area: 99952	
Final Area: 93436	

Size Ad: 93436	
Net Sketched Area: 99,952	
Total: 4,395,178	
Final Area: 93436	

Size Ad: 93436	
Net Sketched Area: 99,952	
Total: 4,395,178	
Final Area: 93436	

Size Ad: 93436	
Net Sketched Area: 99,952	
Total: 4,395,178	
Final Area: 93436	

Size Ad: 93436	
Net Sketched Area: 99,952	
Total: 4,395,178	
Final Area: 93436	

Size Ad: 93436	
Net Sketched Area: 99,952	
Total: 4,395,178	
Final Area: 93436	

Size Ad: 93436	
Net Sketched Area: 99,952	
Total: 4,395,178	
Final Area: 93436	

BATH FEATURES

Full Bath: Rating:	
A Bath: Rating:	
3/4 Bath: Rating:	
A 3/4 Bath: Rating:	
1/2 Bath: 5	Rating: AVERAGE
A HBth: 2	Rating: AVERAGE
Omfr: 15	Rating: AVERAGE

Level	Desc	# Units
1st Res Grd		

Level	Desc	# Units
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RESIDENTIAL GRID

Level	Desc	# Units
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Level	Desc	# Units
1st Res Grd		

COMMENTS

OCEAN STATE JOB LOTS, TRACTOR SUPPLY.
2016 - 220X81 IS BEING TO WAREHOUSE
OTHER STORE MERCHANDISE. 2017 - 220X 81
IS BEING USED TO WAREHOUSE STORE
MERCHANDISE. 120X24 PUMP HOUSE =
STORAGE ON SKETCH.

Level	Desc	# Units
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Level	Desc	# Units
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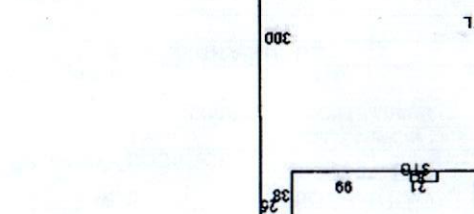
Level	Desc	# Units
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SKETCH



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SUB AREA DETAIL

Level	Desc	# Units
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COMPARABLE SALES

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PARCEL ID

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Level	Desc	# Units
1st Res Grd		

AssessPro

OSJL SPIRITS, LLC

375 Commerce Park Road
North Kingstown, RI 02852-8420
Tel: 401-295-2672 * Fax: 401-294-8750
<http://www.oceanstatejoblot.com>

Via Overnight Mail

December 28, 2020

City of North Adams
Attn: Rosemari Dickinson
10 Main Street
North Adams, MA 01247

Re: OSJL Spirits, LLC New Retail Liquor License Application for
830 Curran Highway, North Adams, MA

Dear Ms. Dickinson,

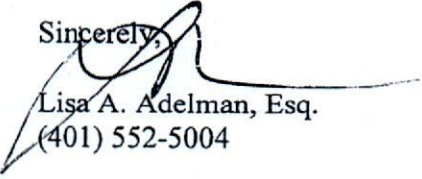
Associated with the above referenced liquor license application, please find enclosed herewith, the following application documents:

1. New Retail Application
2. Business Structure Documents – LLC Article of Organization from the Secretary of the Commonwealth
3. CORI Request Forms for all individuals with a financial or beneficial interest in OSJL Spirits, LLC AND one for the proposed manager
4. Manager Application (with attached proof of citizenship and CORI Form for Jennifer Socie);
5. Vote/Certificate of Action - OSJL Spirits, LLC;
6. OSJL Spirits Legal Right to Occupy Proposed Location;
7. Monetary Transmittal Form
8. \$200 Fee paid online though ABCC PAYMENT WEBSITE
9. Payment Receipt
10. Check payable to the City of North Adams in the amount of \$85.00.

Kindly email or telephone me to let me know if the Applicant is missing anything within the application package.

Thank you for your time and attention to this application. Please do not hesitate to contact me at the email/phone number listed below.

Sincerely,



Lisa A. Adelman, Esq.
(401) 552-5004

ladelman@osjl.com



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

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="Off-Premises-15"/>	<input type="text" value="\$15 Package Store"/>	<input type="text" value="Wines and Malt Beverages"/>	<input type="text" value="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.

OSJL Spirits, LLC seeks an off premise beer and wine license to display, sell and store beer and wine within the Ocean State Job Lot retail store located at 830 Curran Highway, North Adams, MA 01247

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

FEIN

DBA

Manager of Record

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.

OSJL Spirits, LLC seeks to have a display area of 350 square feet for its beer and wine, with a caged storage area in its stockroom for the storing of beer and wine not displayed on its sales floor at the Ocean State Job Lot retail store located at 830 Curran Highway, North Adams.

Total Square Footage:

Number of Entrances:

Seating Capacity:

Number of Floors:

Number of Exits:

Occupancy Number:

4. APPLICATION CONTACT

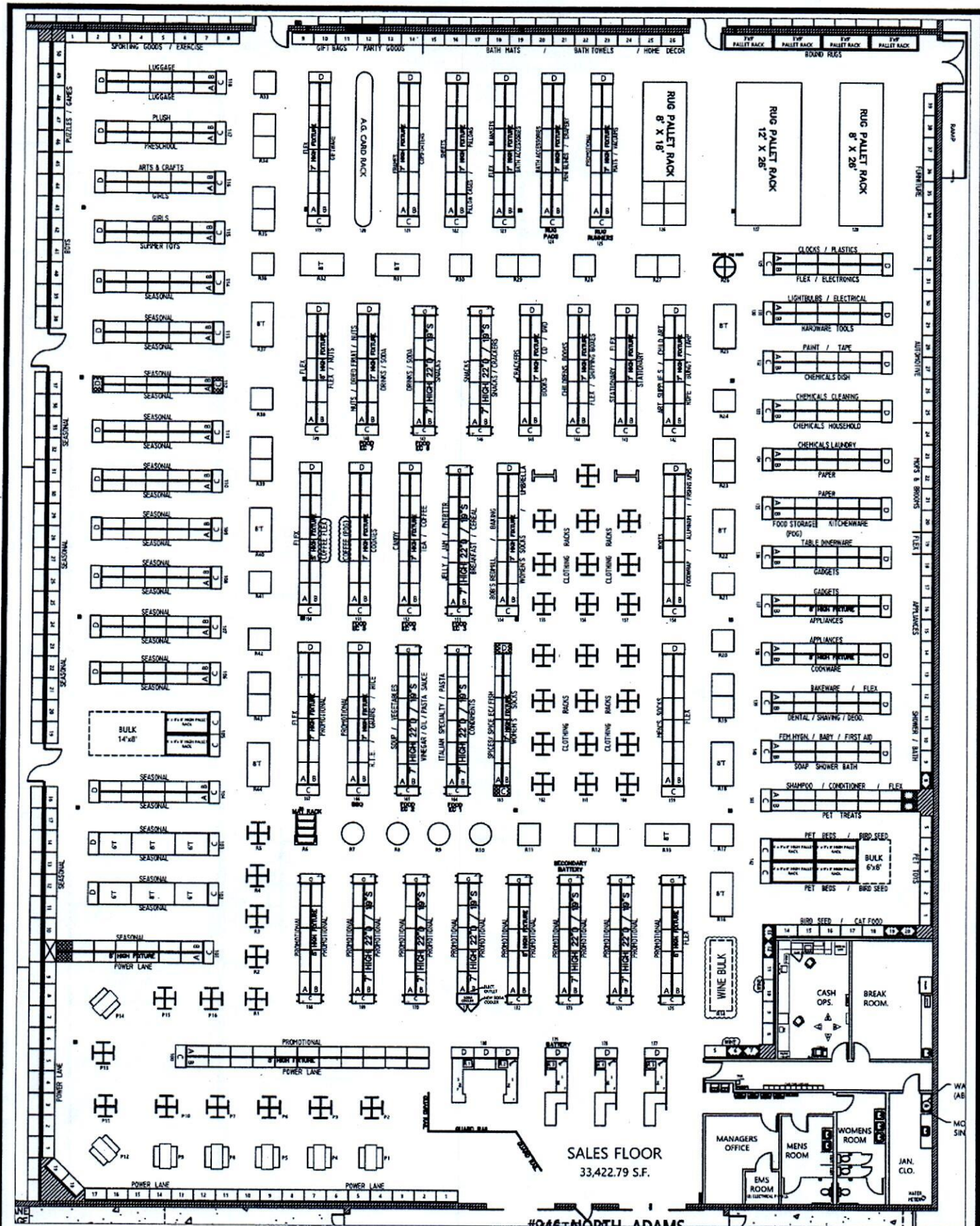
The application contact is the person whom the licensing authorities should contact regarding this application.

Name:

Phone:

Title:

Email:



CITY NORTH ADAMS	STORE NUMBER 246	TOTAL SF: 46,308	RETAIL SF: 33,423	STOCKROOM SF: 9,970	VESTIBULE SF: 1,049	NON SALES SF: 1,866	MEZZANINE SF: 0	CEILING HEIGHTS SALES FLOOR: XX-XX STOCKROOM: XX-XX
STORE MAP	LAST UPDATED: 12/7/06 (WINE)	STATE MA						

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	LLC	Date of Incorporation	07/01/2013
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
Marc Perlman	180 Shady Cove Road, North Kingstown, RI 02852	066-38-7337	11/28/1946

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
CEO	32%	<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
Alan Perlman	121 Hidden Mere Lane, North Kingstown, RI 02852	126-38-9730	09/24/1950

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Vice President	32%	<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
John Conforti	257 Promenade Ave, Warwick, RI 02886	039-30-5945	02/20/1955

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Chief Financial Officer	2%	<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
Alan Aronow	135 Laurel Wood Drive, East Greenwich, RI 02818	066-46-0006	04/27/1951

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
	8%	<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
Steve Aronow	594A Post Rd., Wakefield, RI 02879	093-38-3672	9/10/1946

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Vice President	24%	<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

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

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

OSJL Spirits, LLC

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

NA

Name of Principal

Richard Portno

Residential Address

177 Pine Glen Drive, East Greenwich, RI 02818

SSN

068-36-5681

DOB

09/02/1945

Title and or Position

VP of Operations

Percentage of Ownership

2%

Director/ LLC Manager

☐ Yes ☒ No

US Citizen

☒ Yes ☐ No

MA Resident

☐ Yes ☒ No

Name of Principal

Donna McLeod

Residential Address

47 Whispering Pines Drive, Middleboro, MA 02346

SSN

027-48-9607

DOB

05/09/1957

Title and or Position

LLC Manager

Percentage of Ownership

0%

Director/ LLC Manager

☒ Yes ☐ No

US Citizen

☒ Yes ☐ No

MA Resident

☒ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

Name of Principal

Residential Address

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Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

CRIMINAL HISTORY

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

☐ Yes ☒ No

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
Marc Perlman	15 Retail/Package	OSJL Spirits, LLC	Falmouth
Marc Perlman	15 Retail/Packages	OSJL Spirits, LLC	Westborough
Marc Perlman	15 Retail/Package	OSJL Spirits, LLC	Randolph

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
6/15/15	OSJL Spirits, LLC	Medford	Warning given for sale of alcohol under age of 21
5/19/16	OSJL Spirits, LLC	Medford	7 day roll back of hours of sale of alcohol - selling alcohol to person under 21

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

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

☐ Yes ☒ No

Question 6A. Interest in An Alcoholic Beverages License cont.

<u>Name</u>	<u>License Type</u>	<u>License Name</u>	<u>Municipality</u>
Marc Perlman	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Medford
Marc Perlman	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Leominster
Marc Perlman	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Sturbridge
Marc Perlman	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Fairhaven
Alan Perlman	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Falmouth
Alan Perlman	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Westborough
Alan Perlman	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Randolph
Alan Perlman	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Medford
Alan Perlman	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Leominster
Alan Perlman	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Sturbridge
Alan Perlman	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Fairhaven
John Conforti	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Falmouth
John Conforti	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Westborough
John Conforti	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Randolph
John Conforti	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Medford
John Conforti	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Leominster
John Conforti	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Sturbridge
John Conforti	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Fairhaven
Alan Aronow	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Falmouth
Alan Aronow	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Westborough
Alan Aronow	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Randolph
Alan Aronow	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Medford
Alan Aronow	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Leominster
Alan Aronow	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Sturbridge
Alan Aronow	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Fairhaven
Steve Aronow	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Falmouth
Steve Aronow	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Westborough
Steve Aronow	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Randolph
Steve Aronow	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Medford
Steve Aronow	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Leominster
Steve Aronow	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Sturbridge
Steve Aronow	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Fairhaven
Richard Portno	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Falmouth
Richard Portno	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Westborough
Richard Portno	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Randolph
Richard Portno	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Medford
Richard Portno	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Leominster
Richard Portno	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Sturbridge
Richard Portno	15 Retail/Package	OSJL Spirits, LLC-Ocean State Job Lot	Fairhaven

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.

N/A

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 N/A

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

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ 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



William Francis Galvin
Secretary of the Commonwealth of Massachusetts



Corporations Division

Business Entity Summary

ID Number: 001110889

[Request certificate](#)

[New search](#)

Summary for: **OSJL SPIRITS, LLC**

The exact name of the Domestic Limited Liability Company (LLC): OSJL SPIRITS, LLC		
The name was changed from: OSJL LIQUORS, LLC on 07-03-2013		
Entity type: Domestic Limited Liability Company (LLC)		
Identification Number: 001110889		
Date of Organization in Massachusetts: 07-01-2013		
Last date certain:		
The location or address where the records are maintained (A PO box is not a valid location or address): Address: PATRIDGE SNOW & HAHN, LLP 128 UNION STREET, SUITE 500 City or town, State, Zip code, NEW BEDFORD, MA 02740 USA Country:		
The name and address of the Resident Agent: Name: MICHAEL GAMBOLI, ESQUIRE Address: PARTRIDGE SNOW & HAHN, LLP 128 UNION STREET, SUITE 500 City or town, State, Zip code, NEW BEDFORD, MA 02740 USA Country:		
The name and business address of each Manager:		
Title	Individual name	Address
MANAGER	DONNA MCLEOD	47 WHISPERING PINES DRIVE MIDDLEBOROUGH, MA 02346 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	DONNA MCLEOD	47 WHISPERING PINES DRIVE MIDDLEBOROUGH, MA 02346 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	DONNA MCLEOD	47 WHISPERING PINES DRIVE MIDDLEBOROUGH, MA 02346 USA	
<input type="checkbox"/> Consent	<input type="checkbox"/> Confidential Data	<input type="checkbox"/> Merger Allowed	<input type="checkbox"/> Manufacturing
View filings for this business entity:			
<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>...</div>			
View filings			
Comments or notes associated with this business entity:			
<div></div>			
New search			



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:)

Federal Employer Identification Number: 001110889 (must be 9 digits)

1. The exact name of the limited liability company is: OSJL LIQUORS, LLC

2a. Location of its principal office:

No. and Street: 375 COMMERCE PARK ROAD
City or Town: NORTH KINGSTOWN State: RI Zip: 02852 Country: USA

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

No. and Street: PATRIDGE SNOW & HAHN, LLP
128 UNION STREET, SUITE 500
City or Town: NEW BEDFORD State: MA Zip: 02740 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:

RETAIL SALE OF BEER AND WINE

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MICHAEL GAMBOLI, ESQUIRE
No. and Street: PARTRIDGE SNOW & HAHN, LLP
128 UNION STREET, SUITE 500
City or Town: NEW BEDFORD State: MA Zip: 02740 Country: USA

I, MICHAEL GAMBOLI 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:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	LARRY HITCHCOCK	375 COMMERCE PARK ROAD NORTH KINGSTOWN, RI 02852

SOC SIGNATORY	LARRY HITCHCOCK	375 COMMERCE PARK ROAD NORTH KINGSTOWN, RI 02862
---------------	-----------------	---

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:

Title	Individual Name <small>First, Middle, Last, Suffix</small>	Address (no PO Box) <small>Address, City or Town, State, Zip Code</small>
REAL PROPERTY	LARRY HITCHCOCK	375 COMMERCE PARK ROAD NORTH KINGSTOWN, RI 02862

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 1 Day of July, 2013,
LARRY HITCHCOCK, MANAGER

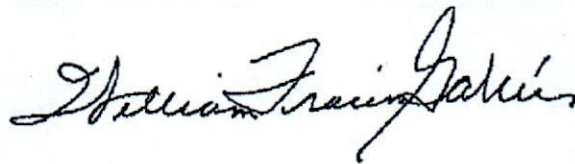
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears
that the provisions of the General Laws relative to corporations have been complied with,
and I hereby approve said articles; and the filing fee having been paid, said articles are

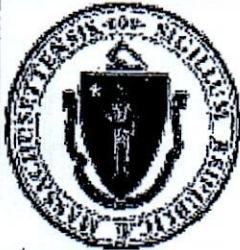
deemed to have been filed with me on:

July 01, 2013 02:45 PM

A handwritten signature in cursive script, reading "William Francis Galvin", is written over a horizontal line.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Federal Employer Identification Number: 001110889 (must be 9 digits)

The date of filing of the original certificate of organization: 7/1/2013

1.a. Exact name of the limited liability company: OSJL LIQUORS, LLC

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

2a. Location of its principal office:

No. and Street: 375 COMMERCE PARK ROAD
City or Town: NORTH KINGSTOWN State: RI Zip: 02852 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MICHAEL GAMBOLI, ESQUIRE
No. and Street: PARTRIDGE SNOW & HAHN, LLP
128 UNION STREET, SUITE 500
City or Town: NEW BEDFORD State: MA Zip: 02740 Country: USA

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

Title	Individual Name	Address (no PO Box)
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
MANAGER	LARRY HITCHCOCK	23 WEST BELMONT STREET LUDLOW, MA 01056 USA

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.

Title	Individual Name	Address (no PO Box)
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code

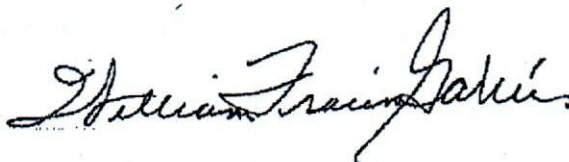
Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	LARRY HITCHCOCK	23 WEST BELMONT STREET LUDLOW, MA 01056 USA
9. Additional matters:		
10. State the amendments to the certificate: <u>THE NAME OF THE LLC SHALL BE OSJL SPIRITS, LLC</u>		
11. The amendment certificate shall be effective when filed unless a later effective date is specified:		
SIGNED UNDER THE PENALTIES OF PERJURY, this 3 Day of July, 2013, <u>LARRY HITCHCOCK, MANAGER</u> , Signature of Authorized Signatory.		
© 2001 - 2013 Commonwealth of Massachusetts All Rights Reserved		

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

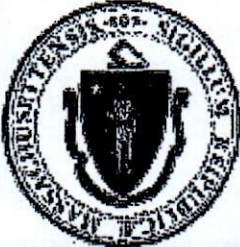
deemed to have been filed with me on:

July.03, 2013 11:03 AM

A handwritten signature in cursive script, reading "William Francis Galvin", is written over a horizontal line.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Federal Employer Identification Number: 001110889 (must be 9 digits)

The date of filing of the original certificate of organization: 7/1/2013

1.a. Exact name of the limited liability company: OSJL LIQUORS, LLC

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

2a. Location of its principal office:

No. and Street: 375 COMMERCE PARK ROAD
City or Town: NORTH KINGSTOWN State: RI Zip: 02852 Country: USA

3. As amended, the general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
RETAIL SALE OF BEER AND WINE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MICHAEL GAMBOLI, ESQUIRE
No. and Street: PARTRIDGE SNOW & HAHN, LLP
128 UNION STREET, SUITE 500
City or Town: NEW BEDFORD State: MA Zip: 02740 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	LARRY HITCHCOCK	23 WEST BELMONT STREET LUDLOW, MA 01056 USA

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.

Title	Individual Name	Address (no PO Box)
-------	-----------------	---------------------

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	LARRY HITCHCOCK	23 WEST BELMONT STREET LUDLOW, MA 01056 USA

9. Additional matters:

10. State the amendments to the certificate:

THE ADDRESS OF THE MANAGER OF THE LLC IS 23 WEST BELMONT STREET, LUDLOW, MA 01056.

11. The amendment certificate shall be effective when filed unless a later effective date is specified:

SIGNED UNDER THE PENALTIES OF PERJURY, this 2 Day of July, 2013,
LARRY HITCHCOCK , Signature of Authorized Signatory.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001110889

The date of filing of the original certificate of organization: 7/1/2013

1.a. Exact name of the limited liability company: OSJL SPIRITS, LLC

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

2a. Location of its principal office:

No. and Street: 375 COMMERCE PARK ROAD
City or Town: NORTH KINGSTOWN State: RI Zip: 02852 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MICHAEL GAMBOLI, ESQUIRE
No. and Street: PARTRIDGE SNOW & HAHN, LLP
128 UNION STREET, SUITE 500
City or Town: NEW BEDFORD State: MA Zip: 02740 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	DAN REED	33 EAST MAIN STREET, #37 MIDDLEBOROUGH, MA 02346 USA

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.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
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Title	Individual Name	Address (no PO Box)
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
REAL PROPERTY	DAN REED	33 EAST MAIN STREET, #37 MIDDLEBOROUGH, MA 02346 USA

9. Additional matters:

10. State the amendments to the certificate:

LARRY HITCHCOCK SHALL BE REMOVED AS MANAGER AND DAN REED SHALL BE REPLACED AS MANAGER AND SUBSTITUTED THEREFOR.

11. The amendment certificate shall be effective when filed unless a later effective date is specified:

SIGNED UNDER THE PENALTIES OF PERJURY, this 26 Day of August, 2015,
DAN REED, Signature of Authorized Signatory.



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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSE)</small>		LICENSEE NAME:	OSJL Spirits	CITY/TOWN:	North Adams
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APPLICANT INFORMATION

LAST NAME:	Conforti	FIRST NAME:	John	MIDDLE NAME:	David			
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Providence, RI					
DATE OF BIRTH:	02/20/1955	SSN:	039-30-5945	ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Marano	DRIVER'S LICENSE #:	7106754	STATE LIC. ISSUED:	XXXXXX RI			
GENDER:	M	HEIGHT:	6	1	WEIGHT:	190	EYE COLOR:	Brown
CURRENT ADDRESS:	257 Promenade Avenue							
CITY/TOWN:	Warwick	STATE:	RI	ZIP:	02886			
FORMER ADDRESS:	76 Colonial Drive							
CITY/TOWN:	Warwick	STATE:	RI	ZIP:	02886			

PRINT AND SIGN

PRINTED NAME:	John Conforti	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	---------------	-------------------------------	--

NOTARY INFORMATION

On this December 10, 2020 before me, the undersigned notary public, personally appeared John Conforti
(name of document signer), proved to me through satisfactory evidence of identification, which were personally known
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

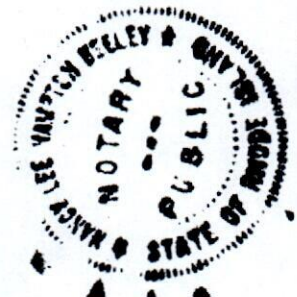
Nancy Lee Hampton Beeley, Notary
NOTARY #20403

My Commission
Expires July 18, 2021

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

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





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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	OSJL Spirits	CITY/TOWN:	North Adams
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APPLICANT INFORMATION

LAST NAME:	Aronow	FIRST NAME:	Steven	MIDDLE NAME:	Douglas			
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	New York					
DATE OF BIRTH:	09/10/1946	SSN:	093-38-3672	ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Kahn	DRIVER'S LICENSE #:	9161193	STATE LIC. ISSUED:	XXXXX RI			
GENDER:	M	HEIGHT:	6	1	WEIGHT:	165	EYE COLOR:	Blue
CURRENT ADDRESS:	594A Post Road							
CITY/TOWN:	Wakefield	STATE:	RI	ZIP:	02879			
FORMER ADDRESS:	85 Tanglewood Drive							
CITY/TOWN:	East Longmeadow	STATE:	MA	ZIP:	01028			

PRINT AND SIGN

PRINTED NAME:	Steven Aronow	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

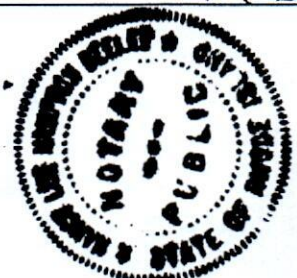
On this	December 10, 2020	before me, the undersigned notary public, personally appeared	Steven Aronow
(name of document signer), proved to me through satisfactory evidence of identification, which were		personally known	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
My Commission Expires July 18, 2021		Nancy C. Hampton Beeley Notary #20403	

NOTARY

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	

The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 650-4614.





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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	OSJL Spirits	CITY/TOWN:	North Adams
---	--	----------------	--------------	------------	-------------

APPLICANT INFORMATION

LAST NAME:	Aronow	FIRST NAME:	Alan	MIDDLE NAME:	Marc
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	New York		
DATE OF BIRTH:	04/27/1951	SSN:	066-46-0006	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	Kahn	DRIVER'S LICENSE #:	9723568	STATE LIC. ISSUED:	XXXXXX RI
GENDER:	M	HEIGHT:	6 1	WEIGHT:	190
				EYE COLOR:	Brown
CURRENT ADDRESS:	135 Laurel Wood Drive				
CITY/TOWN:	East Greenwich	STATE:	RI	ZIP:	02818
FORMER ADDRESS:	25 Adirondack Drive				
CITY/TOWN:	East Greenwich	STATE:	RI	ZIP:	02818

PRINT AND SIGN

PRINTED NAME:	Alan Aronow	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

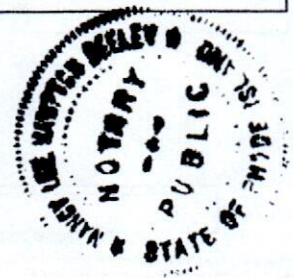
On this	December 10, 2020	before me, the undersigned notary public, personally appeared	Alan Aronow	
(name of document signer),	proved to me through satisfactory evidence of identification, which were			personally known
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.				
				#20403 Nancy Lee Hampton Beasley, Notary
				NOTARY

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

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

My Commission
Expires July 18, 2021





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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSE)</small>		LICENSEE NAME:	OSJL Spirits	CITY/TOWN:	North Adams
--	--	----------------	--------------	------------	-------------

APPLICANT INFORMATION

LAST NAME:	Portno	FIRST NAME:	Richard	MIDDLE NAME:	Thomas			
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	New York					
DATE OF BIRTH:	09/02/1945	SSN:	068-36-5681	ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Brodsky	DRIVER'S LICENSE #:	8562909	STATE LIC. ISSUED:	XXXXX RI			
GENDER:	M	HEIGHT:	6	3	WEIGHT:	240	EYE COLOR:	Green
CURRENT ADDRESS:	177 Pine Glen Drive							
CITY/TOWN:	East Greenwich	STATE:	RI	ZIP:	02818			
FORMER ADDRESS:	1 North Winnisquam Drive							
CITY/TOWN:	Warwick	STATE:	RI	ZIP:	02886			

PRINT AND SIGN

PRINTED NAME:	Richard Portno	APPLICANT/EMPLOYEE SIGNATURE:	
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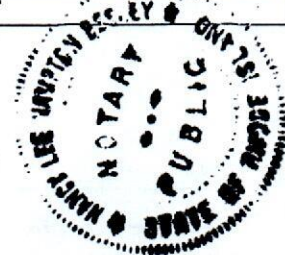
NOTARY INFORMATION

On this December 10, 2020 before me, the undersigned notary public, personally appeared Richard Portno
(name of document signer), proved to me through satisfactory evidence of identification, which were personally known
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

My Commission
Expires July 18, 2021 # 20403

NOTARY

Nancy Wenthampton Beebe, Notary



DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

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



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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)		LICENSEE NAME:	OSJL Spirits	CITY/TOWN:	North Adams
--	--	----------------	--------------	------------	-------------

APPLICANT INFORMATION

LAST NAME:	Perlman	FIRST NAME:	Alan	MIDDLE NAME:	Sherman
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	New York		
DATE OF BIRTH:	09/24/1950	SSN:	126-38-9730	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	Katz	DRIVER'S LICENSE #:	8052251	STATE LIC. ISSUED:	XXXXX Rhode Island RI
GENDER:	M	HEIGHT:	5 7	WEIGHT:	155
EYE COLOR:					Brown
CURRENT ADDRESS:	121 Hidden Mere Lane				
CITY/TOWN:	North Kingstown	STATE:	RI	ZIP:	02852
FORMER ADDRESS:	10 Cherokee Lane				
CITY/TOWN:	North Kingstown	STATE:	RI	ZIP:	02852

PRINT AND SIGN

PRINTED NAME:	Alan Perlman	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

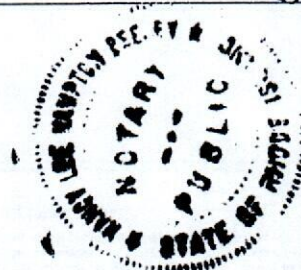
On this	December 10, 2020	before me, the undersigned notary public, personally appeared	Alan Perlman
(name of document signer), proved to me through satisfactory evidence of identification, which were	personally known		
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
			 NOTARY

My Commission
Expires July 18, 2021 #20403

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

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





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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)		LICENSEE NAME:	OSJL Spirits	CITY/TOWN:	North Adams
--	--	----------------	--------------	------------	-------------

APPLICANT INFORMATION

LAST NAME:	Perlman	FIRST NAME:	Marc	MIDDLE NAME:	Sherman			
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	New York					
DATE OF BIRTH:	11/28/1946	SSN:	066-38-7337	ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Katz	DRIVER'S LICENSE #:	7815192	STATE LIC. ISSUED:	XXXXX RI			
GENDER:	M	HEIGHT:	5	8	WEIGHT:	170	EYE COLOR:	Brown
CURRENT ADDRESS:	180 Shady Grove Road							
CITY/TOWN:	North Kingstown	STATE:	RI	ZIP:	02852			
FORMER ADDRESS:	22 Suffolk Drive							
CITY/TOWN:	North Kingstown	STATE:	RI	ZIP:	02852			

PRINT AND SIGN

PRINTED NAME:	Marc Perlman	APPLICANT/EMPLOYEE SIGNATURE:	
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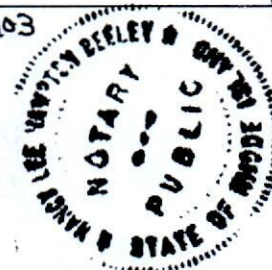
NOTARY INFORMATION

On this	December 10, 2020	before me, the undersigned notary public, personally appeared	Marc Perlman
(name of document signer), proved to me through satisfactory evidence of identification, which were	personally known		
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
Nancy Lee Hampton Beeley, Notary			

NOTARY

#20403

My Commission
Expires July 18, 2021



DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (517) 660-4514.

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name	Jennifer Socie	Date of Birth	07/16/1972	SSN	014704174
Residential Address	48 Adelaide Ave, Pittsfield MA 01201				
Email	Jennifersocie@yahoo.com	Phone	413-822-9417		
Please indicate how many hours per week you intend to be on the licensed premises					50

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
8/1/2007	5/1/2011	Assistant Store Manager	Bed Bath and Beyond	Earl Zipp
5/15/2011	9/16/2013	Personnell Manager	BJ's Wholesale Club	Nicolas Pisani
6/3/2014	present	Store Team Leader	Ocean State Job Lot	Robert Dinello

D. PRIOR DISCIPLINARY ACTION

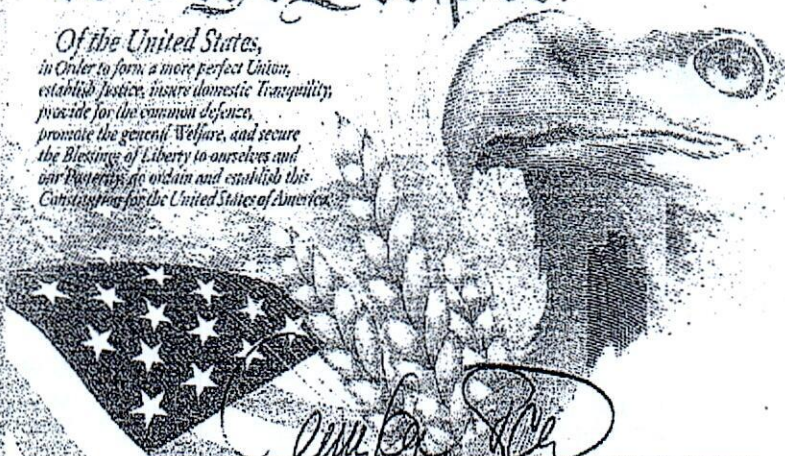
Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

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 12/8/2020

*Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America.*



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA

Type/Type/Type / Code / Code / Código / Passport No. / No. du Passeport / No. de Passaporto

P USA 497975904

Surnom / Nom / Appellido

SOCIE

Given Names / Prénoms / Nombres

TENNIEER TASHIA

JENNIFER TASHIA
Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

UNITED STATES OF AMERICA

Date of Birth / Date

16 Jul 1972

Place of birth / Lieu de naissance / Lugar

MASSACHUSETTS, U.S.A.

Date of Issue / Date

28 Nov 2012

Date of expiration

27 Nov 2022

Endorsements / Member

SEE PAGE 2

Sex / Sexe / Sexo

5

Authority / Authority / Authority

United F&N

United States

Department of State

USA

[illegible]



JEAN M. LORIZIO, ESQ.
CHAIRMAN

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	LICENSEE NAME: OSJL Spirits, LLC	CITY/TOWN: North Adams
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APPLICANT INFORMATION

LAST NAME: Socie	FIRST NAME: Jennifer	MIDDLE NAME: T
MAIDEN NAME OR ALIAS (IF APPLICABLE): Beattie	PLACE OF BIRTH: Pittsfield	
DATE OF BIRTH: 07/16/1972	SSN: 014704174	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Pitoniak	DRIVER'S LICENSE #: S828833054	STATE LIC. ISSUED: Massachusetts
GENDER: FEMALE	HEIGHT: 5' 1"	WEIGHT: 160
		EYE COLOR: Blue
CURRENT ADDRESS: 48 Adelaide Ave		
CITY/TOWN: Pittsfield	STATE: Ma	ZIP: 01201
FORMER ADDRESS: 11 Newark St		
CITY/TOWN: Adams	STATE: MA	ZIP: 01220

PRINT AND SIGN

PRINTED NAME: Jennifer Socie	APPLICANT/EMPLOYEE SIGNATURE:
------------------------------	-------------------------------

NOTARY INFORMATION

On this <u>December 08, 2020</u>	before me, the undersigned notary public, personally appeared <u>Jennifer Socie</u>
(name of document signer), proved to me through satisfactory evidence of identification, which were <u>MA license</u>	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.	
 NOTARY	

DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF CORI-AUTHORIZED EMPLOYEE
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The DCJ Identify Theft Index File Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4634.



Gina Monahan
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
1/24/2025

APPLICANT'S STATEMENT

I, Dorina McLeod the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory

of OSJL Spirits, 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: 

Date: 12/11/2020

Title:

LLC Manager

CORPORATE VOTE

The Board of Directors or LLC Managers of OSJL Spirits, LLC
Entity Name
duly voted to apply to the Licensing Authority of North Adams and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on December 8, 2020
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/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other <u> </u> | <input type="checkbox"/> Change of DBA | |

"VOTED: To authorize

Lisa A. Adelman, Esq.

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

Jennifer T. Socie

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

STEVEN ARONOW
(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

SUBLEASE AGREEMENT

This Sublease Agreement ("Sublease") is entered into as of the 1st day of December, 2020 by and between Ocean State Job Lot of MA2013, LLC, a Massachusetts limited liability company, having a principal place of business address at 375 Commerce Park Road, North Kingstown, Rhode Island 02852 ("Sublandlord") and OSJL Spirits, LLC, a Massachusetts limited liability company, having a principal place of business address of 375 Commerce Park Road, North Kingstown, Rhode Island 02852 ("Subtenant").

BACKGROUND FACTS

- A. Sublandlord entered into a lease agreement dated January 1, 2015 with OSJ of North Adams, LLC, ("Landlord"), for the lease of those certain premises consisting of land and a building (with area inside walls of 46,308 square feet), located at 830 Curran Highway in the City of North Adams, County of Berkshire, State of Massachusetts (the "Lease").
- B. A copy of the Lease, including all amendments or modifications to it, if any, is attached as **Exhibit "A"** and made a part of this Sublease.
- C. Subtenant desires to sublease a portion of the Premises, more particularly 100 square feet, described on **Exhibit "B"** as "Subtenant Space" (the "Leased Premises") upon the terms and conditions set forth below.

TERMS OF THE AGREEMENT

For good and valuable consideration, the receipt of which is acknowledged, and in consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

1. PROVISIONS CONSTITUING SUBLEASE.

A. This Sublease is subject to all of the terms and conditions of the Lease, except as specifically set forth in the Sublease. Subtenant shall not commit or permit to be committed on the Leased Premises any act or omission, which shall violate any terms or conditions of the Lease. **IN THE EVENT OF THE EXPIRATION OR TERMINATION OF THE INTEREST OF SUBLANDLORD AS TENANT UNDER THE LEASE FOR ANY REASON, THIS SUBLEASE SHALL TERMINATE CONTEMPORANEOUSLY THEREWITH WITHOUT ANY LIABILITY OF SUBLANDLORD TO SUBTENANT WHATSOEVER.**

B. Subtenant covenants with Sublandlord that to the extent that each and every obligation of Sublandlord under this Sublease is the same or like obligation of the Landlord under the Lease, Subtenant agrees to look to the Landlord under the Lease for performance of such obligations. Sublandlord shall have no obligation for such performance but agrees with Subtenant to use reasonable efforts to cause such performance by the Landlord under the Lease.

Subtenant shall give Sublandlord a copy of any written notice that Subtenant gives to Landlord under the Lease.

2. TERM AND OPTION PERIODS.

A. The term of this Sublease shall be for a period commencing on December 1, 2020 ("Commencement Date") and shall end on November 30, 2023 ("Termination Date"), unless sooner terminated or extended as provided in this Sublease.

B. In the event that Sublandlord shall permit Subtenant to occupy the Leased Premises prior to the Commencement Date, such occupancy shall be subject to all of the provisions of this Sublease. Such early possession shall not, however, advance the Termination Date of this Sublease.

C. Provided (i) Subtenant is not then in default; and (ii) Sublandlord and Subtenant are occupying and doing business in the Leased Premises, this Sublease shall automatically renew on a year-to-year basis at the then current rental amount unless otherwise agreed to in writing by the parties, under the same terms and conditions contained in the Sublease (the "Option Term"). The option to renew will be automatically extended for the full Option Term unless Subtenant gives prior written notice to Sublandlord via certified mail, return receipt requested prior to the expiration of the then current Term of its intent to terminate the Sublease. If Subtenant is in default of the Sublease at the time of the renewal period, at Sublandlord's sole option, the Sublease may be terminated forthwith by Sublandlord.

3. RENT.

Tenant shall pay Sublandlord or Sublandlord's designated agent at its office, or at a place in a manner otherwise designated by Sublandlord, as rent for the Leased Premises in advance, on the first day of every calendar month during the term of this Sublease at the rates set forth below:

\$6,000.00 per year; \$500.00 per month.

4. USE.

A. Subtenant shall use the Leased Premises for the retail sale of beer and wine, and for no other purpose whatsoever without the prior written consent of Sublandlord. The Subtenant shall procure all necessary approvals and licenses for the lawful retail sale of beer and wine.

B. Subtenant further agrees that during the entire term of the Sublease no part of the Leased Premises shall be abandoned or left vacant.

C. Subtenant shall not generate, handle, process, produce, store, transfer, treat, discharge or dispose of any hazardous substance within the Leased Premises except in the ordinary course of Subtenant's business and only in compliance with all applicable laws, regulations, rules, or ordinances.

D. Subtenant shall be solely responsible for the employment of its own employees to conduct, manage, and oversee the operation of Subtenant's contemplated business at the Leased Premises.

E. Subtenant represents and warrants to Sublandlord that the Leased Premises shall be secure from unauthorized access during the hours where it is unlawful by state statute or otherwise, to conduct the retail sale of alcohol.

5. REPAIRS AND MAINTENANCE.

A. Subtenant shall at all times, at its own expense, keep and maintain the Leased Premises, in good order, condition and repair. Subtenant shall make all necessary non-structural, interior, ordinary and extraordinary, foreseen and unforeseen, repairs and replacements to the Leased Premises.

B. Subtenant shall also repair promptly, at its own expense, any damage to the Leased Premises caused by bringing into the Leased Premises any property for use by Subtenant, or by the installation or removal of such property, regardless of fault or by whom such damage was caused, unless such damage was caused solely by the negligence of Sublandlord or its employees.

C. In the event Subtenant defaults in the performance of any of its obligations under this Section 5, in addition to all other remedies available to it, Sublandlord may, in its sole discretion, cure such default on behalf of Subtenant after prior written notice and Subtenant shall reimburse Sublandlord upon demand for any sums paid or costs incurred in curing such default.

D. If any repairs, replacements, alterations, installations, and/or additions required or permitted to be performed by Subtenant under any provision of this Sublease shall cost in excess of One Thousand Dollars, such work shall not be commenced until plans and specifications therefore have been submitted to and approved by Sublandlord. Such works shall then be performed in accordance with such approved plans and specifications and in accordance with all applicable government rules and regulations. Any work performed by Subtenant shall, irrespective of cost, be subject to Sublandlord's inspection and approval after completion to determine whether such work complies with requirements set forth in this Sublease.

6. MECHANICS LIENS.

The Subtenant shall not suffer any mechanics lien to be filed against the Leased Premises by reason of work, labor, services or materials performed or furnished to the Subtenant or to anyone holding the Leased Premises through or under the Subtenant. If any such mechanics lien shall at any time be filed against the Leased Premises, the Subtenant shall forthwith cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise, but the Subtenant shall have the right to contest any and all such liens. If the Subtenant shall fail to cause such lien to be discharged by payment or bond within thirty (30) days after being notified of the filing thereof by the Landlord, and before judgment or sale thereunder, then, in addition to any other right or remedy of the Landlord, the Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other proceeding

deemed appropriate by the Landlord, and the amount so paid by the Landlord and/or all cost and expenses incurred by the Landlord in procuring the discharge of such lien, shall be deemed to be additional rent for the next following month.

7. INSURANCE.

A. With respect to the Leased Premises, Subtenant, at its own expense, shall procure and maintain in effect during the term of this Sublease one or more policies of public liability and property damage insurance insuring the Subtenant and the Sublandlord (and interest) against liability for injury to persons, including death, and/or property of any person or persons, with a combined single limit of at least Three Million and No/100 Dollars (\$3,000,000.00). Subtenant shall increase such policy limits upon receiving written request from Sublandlord, which request shall not be more frequent than annually, and which limits shall be similar to those for similar shopping center tenants in the general area.

B. All insurance required to be secured by the Subtenant in accordance with this Section 7 shall be obtained from casualty companies licensed to do business in the state in which the Leased Premises is situated. Certificates of said insurance as required shall be furnished by the party maintaining such policy to the other party, upon request, each of which policies shall be endorsed to provide that thirty (30) days notice of cancellation or amendment will be given to the certificate holder.

8. INDEMNIFICATION.

Tenant shall indemnify, defend and save Sublandlord harmless from and against any and all claims, actions, damages, liabilities and expenses (including without limitation, reasonable attorney's fees) in connection with loss of life, bodily injury, damage to property or business, or personal injury, including, but not limited to, false arrest, false imprisonment, libel, slander, or mental distress, arising from, related to, or in connection with the occupancy or use by Subtenant of the Leased Premises (including entry way and loading docks) or occasioned wholly or in part by any act or omission of Subtenant, its contractors, agents or employees, except caused by any act or acts of omission or omissions of Sublandlord, its officers, agents, servants, employees, contractors, or Sublandlord's failure to timely perform its repair and maintenance obligations.

9. SUBTENANT DEFAULT.

A. In the event Subtenant, at any time, shall fail to pay any installment of Rent or other sums of money payable to Sublandlord when due and payable pursuant to this Sublease, or in the event Subtenant shall breach or fail to comply with any other provision, covenant, condition or understanding of this Sublease on its part to be performed, and such failure to pay Rent or such default shall continue without correction for a period of ten (10) days after written notice thereof shall be given to Subtenant by Sublandlord, then Sublandlord shall be entitled, at its option:

(i) To do and perform the obligation of Subtenant and the sum of money paid by Sublandlord for this purpose plus interest at ten percent (10%) per annum shall be deemed

additional rent and shall become due and payable by Subtenant to Sublandlord with the next monthly installment of Rent becoming due and payable under this Sublease; or

(ii) Terminate Subtenant's possession giving Subtenant ten (10) days additional written notice of Sublandlord's intention to do so, unless Subtenant has already remedied or commenced to remedy such default (if such default cannot reasonably be corrected or remedied within such ten (10) day period), in which case such notice of termination shall be void. In the event of such termination prior to the expiration of this Sublease, Sublandlord or its agents may immediately or at any time thereafter, resume possession of the Leased Premises and remove all persons and property from the Leased Premises, either by summary dispossession proceedings or by a suitable action or proceeding at law, or by force or otherwise, without being liable for any damages. No repossession by Sublandlord shall be deemed an acceptance of a surrender of this Sublease. Thereafter, Sublandlord may, in its own or Subtenant's behalf, relet any portion of the Leased Premises for any period of the remaining term for any reasonable sum to any reasonable subtenant for any reasonable use or purpose. In connection with any such reletting, Sublandlord may make such changes to the Leased Premises and may grant such concessions of free rent as may be reasonably appropriate or helpful in effecting such lease.

B. In the event of Subtenant's default, Sublandlord shall be entitled to recover from Subtenant, in addition to any damages becoming due under this Sublease, an amount equal to the amount of all rents reserved under this Sublease, less the net rent, if any, collected by Sublandlord on reletting the Leased Premises, which shall be due and payable, by Subtenant to Sublandlord, on the several days on which the rents reserved in this Sublease would have become due and payable. Net rent collected on reletting by Sublandlord shall be computed by deducting from the gross rents collected all expenses incurred by Sublandlord in connection with the reletting of the Leased Premises, including broker's commissions and the cost of repairing, renovating or remodeling of the Leased Premises.

10. QUIT AND SURRENDER PREMISES.

A. At the expiration of this Sublease, by lapse of time or otherwise, Subtenant will quit and surrender the Leased Premises in as good a state and condition as they were when entered into, reasonable wear and tear and casualty excepted. All alterations, additions or improvements on or in the Leased Premises at the expiration of this Sublease, excluding furniture or trade fixtures paid for by Subtenant, shall be and become a part of the Leased Premises and shall remain upon and be surrendered with said Leased Premises as a part of the Leased Premises at the expiration or termination of this Sublease. Should Subtenant fail to remove any of such furniture or trade fixtures after notice, then the same shall be considered as abandoned and become the property of Sublandlord.

B. If Subtenant should remain in possession of the Leased Premises after the expiration of the Sublease term, the Subtenant holding over shall be deemed to be a Subtenant from month to month only upon the same terms and conditions as specified in this Sublease in effect at the expiration.

11. WAIVER.

A. No consent, approval, or waiver, express or implied, by Sublandlord or Subtenant to or of any breach of any covenant, agreement, or obligation of Sublandlord or Subtenant, shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, agreement, or obligation unless in each case in writing signed by Sublandlord or Subtenant, whichever the case may be.

B. The receipt of Rent by Sublandlord, with or without knowledge of any breach of the Sublease by Subtenant or of any default on the part of Subtenant in the observance or performance of any of the conditions or covenants of this Sublease, shall not be deemed to be a waiver of any provision of this Sublease. No failure on the part of Sublandlord to enforce any covenant or provision contained in the Sublease, nor any waiver of any right by Sublandlord, unless in writing, shall discharge or invalidate such terms or covenants or affect the right of Sublandlord to enforce the same in the event of any subsequent breach or default.

C. WAIVER OF JURY TRIAL AND RIGHT TO COUNTERCLAIM. Sublandlord and Subtenant shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this Sublease, the relationship of Sublandlord and Subtenant, Subtenant's use or occupancy of the Leased Premises, and any emergency or other statutory remedy. Subtenant further agrees that it shall not interpose any counterclaim(s) except compulsory counterclaims in a summary proceeding or in any action based on holdover or nonpayment of Rent and/or additional rent.

12. ASSIGNMENT AND SUBLETTING.

A. Subtenant shall not have the right to assign this Sublease or sublet the Leased Premises without the express written consent of Sublandlord, which consent shall not be unreasonably withheld or delayed. Notwithstanding its right to assign this Sublease or to sublet said Leased Premises, Subtenant shall remain liable for the performance of the terms, conditions and covenants of this Sublease.

B. Notwithstanding paragraph "A" of this Section 12, Subtenant shall have the right, without Sublandlord's approval, to sublet portions of the Leased Premises, to grant concession and license agreements with respect to the Leased Premises, and to assign this Sublease or sublet all of the Leased Premises to any affiliated or subsidiary corporation, or to any corporation, person, or other legal entity wholly owning as a subsidiary of the Subtenant herein, or to any corporation or other legal entity resulting from the consolidation or merger of Subtenant with any other business organization.

13. FORCE MAJEURE.

In the event that either party shall be delayed or hindered in or prevented from doing or performing any act or thing required by this Sublease (other than the payment of money) by reason of strikes, lockouts, casualties, acts of God, labor troubles, inability to procure materials,

governmental laws, or regulations, riots, insurrection, war, or other causes beyond its reasonable control, then such party shall not be liable or responsible for any such delays, and the doing or performing of such act or thing shall be excused for a period of the delay, and the period of performance of any such act shall be extended for a period equivalent to the period of such delay.

14. RECORDING.

Subtenant agrees that it will not record this Sublease or otherwise make it a matter of public record unless required in any litigation involving Subtenant. If the Subtenant or Sublandlord requests, the parties will enter into a short form Sublease, describing the Leased Premises and the term of the Sublease and including any other items necessary to permit the recording of such short form Sublease. Such recording, if requested by Subtenant, shall be at its cost and expense.

15. NOTICES.

Whenever any notices are required or permitted under this Sublease, such notice shall be in writing addressed to the party to whom it is intended and to be delivered at the address set forth in the introductory paragraph of this Sublease, or such other address as specified by written notice delivered in accordance with the terms of this Section 15. Notices to each party shall be sent by certified mail, return receipt requested, or by bonded overnight courier, and shall be effective upon receipt or refusal to accept delivery. Notices delivered to the Leased Premises shall not constitute notice to Subtenant under the terms of this Sublease.

16. HEADINGS.

The section headings in this Sublease are for convenience only, they are not a part of this Sublease, they do not in any way limit or amplify the terms and provisions of this Sublease, and they should not be used to determine the intent of the parties.

17. BROKERAGE.

Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Sublease.

18. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA).

Subtenant shall be responsible for and shall bear all costs and expenses associated with any and all alterations to the Leased Premises or the building within which the Leased Premises are located and the common areas serving the Leased Premises which may be required by the Americans with Disabilities Act of 1990 (the "ADA"), for the accommodation of disabled individuals who may be employed from time to time by Subtenant, or any disabled customers, clients, guests, or invitees or sublessees. Subtenant shall indemnify and hold Sublandlord harmless from and against any and all costs incurred arising from the failure of the Leased Premises to conform with the ADA, including the cost of making any alterations, renovations or accommodations required by the ADA, or any government enforcement agency, or any court, any and all fines, civil penalties, and

damages awarded against Sublandlord resulting from a violation or violations of the ADA, and all reasonable legal expenses and court costs incurred in defending claims made under the ADA, including reasonable attorney's fees.

19. ENTIRE AGREEMENT.

This writing contains the entire agreement between the parties. No agent, representative, or officer of Sublandlord has made any statement, agreement or representation (either oral or in writing) modifying, adding or changing the terms and conditions set forth in this Sublease. No modification of this Sublease shall be binding unless such modification shall be in writing and signed by the parties.

20. INTERPRETATION.

The parties agree that in the event that a judicial interpretation of any of the terms or provisions of this Sublease is required, that it is their desire that the court shall not construe the language against either party on the basis, or for the reason, that one party or the other was responsible for the drafting of this Sublease.

21. BINDING EFFECT.

Upon the execution and delivery of this Sublease by both parties, this Sublease shall bind and inure to the benefit of the parties and their respective successors and assigns.

22. INVALIDITY.

If any term, covenant, condition or provision of this Sublease, or their application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, 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, covenant, condition and provision of this Sublease shall be valid and be enforced to the fullest extent permitted by law.


23. RELATIONSHIP.

The relationship between the parties is solely that of Sublandlord and Subtenant, and nothing in this Sublease shall be construed as creating a partnership or joint venture between the parties, it being the express intent of Sublandlord and Subtenant that the business of Subtenant on the Leased Premises and elsewhere, and the associated good will, shall be and remain the sole property of Subtenant.

[signatures appear on next page]

THIS LEASE has been executed by the parties as of the date specified above.

WITNESSES:

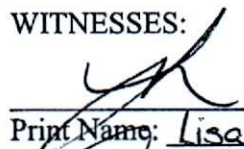


Print Name: Lisa Adelman

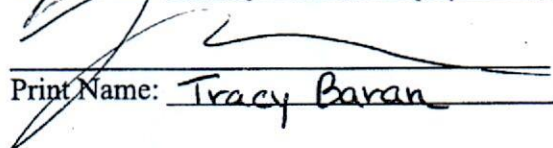


Print Name: Tracy Baran

WITNESSES:



Print Name: Lisa Adelman



Print Name: Tracy Baran

SUBLANDLORD

OCEAN STATE JOB LOT OF MA2013, LLC
By: Ocean State Job Lot Stores of MA, Inc.
Its Manager

By: John C. Conforti
Name: John D. Conforti
Its: CFO

SUBTENANT

OSJL SPIRITS, LLC

By: Donna McLeod
Name: Donna McLeod
Its: Manager

EXHIBIT "A"
Lease

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into as of the 1st day of January, 2015, by and between OSJ OF NORTH ADAMS, LLC, a Massachusetts limited partnership, having an address of 375 Commerce Park Road, North Kingstown, Rhode Island 02852 (herein referred to as "Landlord") and OCEAN STATE JOB LOT OF MA2013, LLC, a Massachusetts limited liability company, having an address of 375 Commerce Park Road, North Kingstown, Rhode Island 02852 (herein referred to as "Tenant").

1. LEASED PREMISES

Landlord leases to Tenant, and Tenant accepts from Landlord, those certain premises situated upon or in land and a building (the "Shopping Center") located at 830 Curran Memorial Highway, situated in the City of North Adams, County of Berkshire, Commonwealth of Massachusetts and consisting of area inside walls of 46,308 square feet ("Leased Premises"), upon the terms and conditions set forth below.

2. TERM AND OPTION PERIODS

2.1 The term of this Lease shall be for a period commencing on January 1, 2015 ("Commencement Date") and shall end on January 31, 2016 ("Termination Date"), unless sooner terminated or extended as provided in this Lease (the "Initial Term").

2.2 In the event that Landlord shall permit Tenant to occupy the Leased Premises prior to the Commencement Date, such occupancy shall be subject to all of the provisions of this Lease. Such early possession shall not, however, advance the termination date of this Lease.

2.3 Provided (i) Tenant is not then in default; and (ii) Tenant is occupying and doing business in the Leased Premises, this Lease shall automatically renew on a year-to-year basis expiring on January 31st of each subsequent year at the then current rental amount unless otherwise agreed to in writing by the parties (and subject to adjustment as set forth in Section 3 below), under the same terms and conditions contained in this Lease (each, an "Option Term"). The option to renew will be automatically extended for each Option Term unless Tenant gives prior written notice to Landlord via certified mail, return receipt requested prior to the expiration of the then current Term of its intent to terminate the Lease. If Tenant is in default of the Lease at the time of the renewal period, at Landlord's sole option, the Lease may be terminated forthwith by Landlord.

3. RENT

3.1. Tenant shall pay Landlord or Landlord's designated agent at its office, or at a place in a manner otherwise designated by Landlord, as rent for the Leased Premises in advance, on the first day of every calendar month during the term of this Lease at the rates set forth below:

Tenant shall pay annual fixed minimum rent to Landlord based upon the Percentage Threshold ~~(as hereinafter defined) multiplied by Tenant's Net Sales (as hereinafter defined) (the~~ "Annual Rent"). Tenant's monthly fixed minimum rent shall be the Annual Rent divided by twelve (the "Monthly Rent"). Tenant's Annual Rent and Monthly Rent shall be prorated for any partial years. Landlord shall estimate such Net Sales prior to the commencement of each year, and Tenant's payment of Monthly Rent shall be based upon such estimate. At the end of each year, Landlord shall reconcile the actual Annual Rent owed by Tenant based upon actual Net Sales at the end of each year, which Tenant receiving a credit for any overpayment or paying Landlord for any underpayment. Tenant's Net Sales shall be determined based upon generally accepted accounting principles.

The Percentage Threshold shall be a percentage which shall be calculated each year which calculation shall be based upon a review of all third-party independent Ocean State Job Lot store leases and determining, for each such location, the percentage amount which the fixed minimum rent paid under such leases is in relation to the Gross Sales of such stores, and then averaging all such percentage rates, such Percentage Threshold is to be based upon such third party leases in place the year before the adjustment is made. The Percentage Threshold as of the date of this lease for the first lease year is 3.22%, subject to adjustment as reasonably agreed to between Landlord and Tenant.

3.2 In addition to fixed minimum rent, Tenant shall pay Landlord as additional rent, its proportionate share of any taxes, insurance, operating expenses, and Common Area Maintenance Costs (as defined in Section 23 of this Lease) upon the terms and conditions set forth in Section 23 of this Lease.

4. USE

The Tenant shall use the Leased Premises during the entire time of this Lease for any retail purpose, including conducting a general merchandise retail store for the sale of general variety goods, including but not limited to food and grocery items, candy, greeting cards, health and beauty aids, wearing apparel, toys, hardware, housewares, gift items, automotive supplies, electronics, furniture, pet supplies, lawn and garden supplies, lottery tickets, and odd lot, close out and manufacturers reconditioned and overrun merchandise. The Tenant shall have the right from time to time during the term hereof to change its business trade name. The Tenant shall notify the Landlord in the event that Tenant changes its retail use of the Leased Premises. The Tenant shall not use the Leased Premises for those purposes which are exclusive to other tenants in the Shopping Center, if applicable, according to their respective leases.

5. USE RESTRICTIONS AND COVENANTS

5.1 Tenant shall not injure, overload, deface or otherwise harm the Leased Premises or any part thereof or any equipment or installation therein; nor burn any trash or refuse within the Shopping Center; nor make any use of the Leased Premises or any part thereof or equipment therein which is improper, offensive, or contrary to any law or ordinance as such may be promulgated from time to time, or which will invalidate or increase the cost of any of Landlord's insurance over the

permitted uses without first obtaining Landlord's consent in writing thereto; nor conduct or allow upon the Premises any business which is contrary to law.

5.2 The Tenant may display merchandise in a neat and orderly manner on the sidewalk adjoining the front exterior of the Leased Premises, and may conduct sidewalk sales. The Tenant shall indemnify the Landlord from and against any and all liability damage arising from injury to person or property arising from Tenant's display of merchandise on the sidewalk or Tenant conducting a sidewalk sale unless caused by or due to the negligence or intentional acts of Landlord, its officers, agents, servants, and employees.

5.3 Tenant shall not generate, handle, process, produce, store, transfer, treat, discharge or dispose of any hazardous substance within the Leased Premises except in the ordinary course of Tenant's business and only in compliance with all applicable laws, regulations, rules, or ordinances. However, Landlord acknowledges and agrees that Tenant may sell household and automotive cleaners and other chemicals (including motor oil) in standard retail containers as are commonly sold by supermarkets, discount stores, and/or drugstores, provided that the same is done in accordance with all applicable laws and regulations. Additionally, Landlord acknowledges and agrees that Tenant may use such household cleaners and chemicals to maintain the Leased Premises, and may store the same therein. In the event such sale, use, and storage of any hazardous substance shall cause any environmental damage, the Tenant shall be responsible for any remediation thereof and shall indemnify and hold the Landlord harmless.

6. ALTERATIONS, ETC.

6.1 Any changes, alterations, additions or improvements required by the Tenant to the interior of the Leased Premises or store front, or in the amount or nature of equipment, or the location thereof, or in addition thereto, or whatever may be the nature thereof desired by the Tenant, may be done by the Tenant at its own cost and expense, provided Tenant submits request for approval in writing and Landlord approves in advance, which approval shall not be unreasonably delayed or withheld. Any changes or additions to the exterior of the Leased Premises shall require Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed.

6.2 Any changes, alterations, additions, or improvements by the Tenant to the interior of the Leased Premises only (excluding structural or exterior changes) or alterations, in an amount less than Fifty Thousand Dollars (\$50,000.00) shall not require the Landlord's approval, but Landlord shall receive notice of such work.

7. IMPROVEMENTS, FIXTURES AND LIENS

7.1 It is understood and agreed that any movable furniture or unattached movable trade fixtures and furnishings, except carpeting, ceiling tiles and lighting fixtures, placed upon the Leased Premises by the Tenant are to remain the property of the Tenant, and shall be removed by Tenant from the Leased Premises promptly at the expiration of the Lease term. Tenant shall also repair promptly, at its own expense, any damage to the Leased Premises caused by bringing into the Leased Premises any property for use by Tenant, or by the installation or removal of such property, regardless of fault or by whom such damage was caused, unless such damage was caused solely by

the negligence of Landlord or its employees.

~~7.2 Tenant shall have the right to install a satellite dish on the roof of the Leased Premises.~~

7.3 All signs, awnings, canopies, decorations, lettering or advertising erected or maintained by Tenant shall comply with any applicable governmental codes.

7.4 The Tenant shall not suffer any mechanics lien to be filed against the Leased Premises by reason of work, labor, services or materials performed or furnished to the Tenant or to anyone holding the Leased Premises through or under the Tenant. If any such mechanics lien shall at any time be filed against the Leased Premises, the Tenant shall forthwith cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise, but the Tenant shall have the right to contest any and all such liens. If the Tenant shall fail to cause such lien to be discharged by payment or bond within thirty (30) days after being notified of the filing thereof by the Landlord, and before judgment or sale thereunder, then, in addition to any other right or remedy of the Landlord, the Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by the Landlord, and the amount so paid by the Landlord and/or all cost and expenses incurred by the Landlord in procuring the discharge of such lien, shall be deemed to be additional rent for the next following month.

8. REPAIRS AND MAINTENANCE

8.1 Repairs and Maintenance by Landlord.

8.1.1 Landlord covenants to keep or cause to be kept, at its own cost and expense, the structural components of the building of which the Leased Premises form a part, including structural elements of exterior walls, foundations, steel columns, roof, roof supports and roof deck, concrete floor, sprinkler riser and connection to the Leased Premises, the exterior of the Leased Premises building with the exception of the glass store front, and all utilities and sanitary lines up to their point of entry into the Leased Premises in good order, repair and condition during the Initial Term of this Lease and any extensions thereof. The provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or by Eminent Domain, in which event the Landlord shall be controlled by Sections 17 and 18 herein.

8.1.2 Prior to the commencement of the Initial Term, the Landlord, at its own cost and expense, shall have the heating, ventilating and air conditioning system, ("HVAC") in proper operating condition. Tenant agrees to contract for, at the commencement of the Initial Term, and to maintain through the entire term of this Lease, at its sole cost and expense, a maintenance contract covering the HVAC with a service company selected by Tenant. Notwithstanding the foregoing provisions, the Landlord agrees that, if during the Initial Term, including any Option Term, any aggregate repairs and/or replacements, including parts, per lease year, costing in excess of Ten Thousand Dollars (\$10,000.00) are required to the HVAC in the Leased Premises, the Landlord shall pay for such repairs or replacements in excess of Ten Thousand Dollars (\$10,000.00) per lease year at its sole cost and expense. The Tenant shall notify the Landlord of such repair or replacement by written notice or telephone facsimile, and the Landlord shall have twenty-four (24) hours

subsequent to receipt of such notice to have its own HVAC contractor inspect the HVAC to verify the necessity of such repair or replacement, and to perform or to commence to perform the ~~necessary repairs or replacement, and to proceed with diligence to complete such repairs or~~ replacement. In the event that the Landlord does not perform such repairs or replacement as herein provided, or if the Landlord has commenced such repairs or replacement and does not proceed with diligence to complete such repairs or replacement, the Tenant may, at its option, perform such repairs or replacement and in such case, Landlord shall reimburse Tenant the reasonable amounts incurred by Tenant in performing such repairs within thirty (30) days after delivering to Landlord written statements and copies of invoices from Tenant's contractor(s) and/or vendor(s). In the event Landlord shall fail to so reimburse Tenant, Tenant may pursue any legal or equitable remedy against the Landlord. Repairs and replacement, including parts and labor costing less than Ten Thousand Dollars (\$10,000.00) in the aggregate during each lease year shall be considered ordinary maintenance and shall be the obligation of the Tenant. If during the Initial Term or any Option Term the Landlord shall replace the HVAC with new equipment, including new compressors, then thereafter, with respect to such equipment, the Tenant shall have the full and exclusive responsibility for repair and replacement to the HVAC without reimbursement or payment by Landlord. The Landlord, however, shall assign to the Tenant any and all warranties for said HVAC and shall warrant to Tenant that the HVAC is in good working order.

8.2 Repairs and Maintenance by Tenant.

8.2.1 Tenant shall at all times, at its own expense, keep and maintain the interior of the Leased Premises, including, but not limited to, equipment, mechanical systems (except as provided in Section 8.1 above), facilities and fixtures therein, glass store front, including doors, door frames and door closers, clean, neat and in good order, condition and repair, including all interior painting and decorating, and replace any glass which may be damaged or broken with glass of the same quality, damage by fire or other casualty excepted.

8.2.2 Tenant shall make all necessary non-structural, interior, ordinary and extraordinary, foreseen and unforeseen, repairs and replacements to the Leased Premises.

8.2.3 Tenant shall provide sufficient heat to the Leased Premises to prevent the pipes therein from freezing.

8.3 Failure to Maintain by Landlord.

If Landlord fails to keep and preserve the Leased Premises as set forth in Section 8.1 above, and after which Tenant has given Landlord notice of such failure pursuant to Section 27, unless such failure concerns the failure to maintain, repair, or replace the roof, as contemplated in Section 8.1. above, in which case Tenant shall only be required to provide Landlord with five (5) days prior written notice, or unless such failure results in an emergency, in which case, no prior notice is required, Tenant may, in the event Landlord has not diligently begun to perform repairs within thirty (30) days of Tenant's notice (except for roof repairs which shall begin within five (5) days, if weather conditions permit, of Tenant's notice and except for emergency repairs which Tenant may perform immediately), at its option, put or cause the same to be put in the condition and state of repair agreed upon, and in such case, Landlord shall reimburse Tenant the reasonable

amounts incurred by Tenant in performing such repairs with thirty (30) days after delivering to Landlord written statements and copies of invoices from Tenant's contractor(s) and/or vendor(s).

8.4 Failure to Maintain by Tenant.

In the event Tenant defaults in the performance of any of its obligations under this Section 8, Landlord, in addition to all other remedies available to it, may, in its sole discretion, cure such default on behalf of Tenant after prior written notice, and Tenant shall reimburse Landlord upon demand for any sums paid or costs incurred in curing such default.

9. SIGNS

9.1 Tenant shall have the right at its own cost and expense to erect and maintain a sign containing Tenant's trade name on the front exterior building façade of the Leased Premises and a panel on the pylon sign advertising the entire Shopping Center. Any signs erected by Tenant shall conform to the requirements of local ordinances and shall be signs generally used by Tenant to advertise its business from time to time, including, but not limited to, its standard sign. Tenant shall obtain all permits required by local authorities pertaining to any sign installed by Tenant prior to said installation.

9.2 Tenant shall have the right to place professionally prepared signs in the interior of any exterior windows or doors of the Leased Premises. All such signs shall be maintained in good and safe condition and appearance by the Tenant at its own expense. Tenant shall not place, erect, or install any other signs on the building exterior or on the exterior of the Leased Premises without prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

9.3 The Tenant shall have the right to change or replace its panel on the pylon sign at any time and from time to time during the term of the Lease. In the event that the Landlord constructs a new pylon sign, the Tenant's sign panel shall be of prominent size and be in the same proportion and location from the top of the pylon sign as the size of its store is in relation to the size of each of the other stores in the Shopping Center, if any. In the event that there is no pylon sign advertising the entire Shopping Center, the Tenant may erect its own road front pylon sign, subject to Landlord's prior written consent as to size, location and appearance of such pylon sign, which consent shall not be unreasonably withheld or delayed and subject to all applicable laws and ordinances.

10. UTILITIES

10.1 Tenant shall pay for maintenance of all devices for metering consumption on the Leased Premises of light, heat, power, electricity, gas, water, fuel, sewerage charge and other similar services. Tenant shall contract for, in its own name, and shall pay before delinquency, for all utility services rendered or furnished to the Leased Premises (including telephone, heat, air-conditioning, water, gas, electricity, fire protection, sewer, and the like) together with all taxes levied or other charges on such utilities from the time Tenant takes possession of the Leased Premises. Sewerage charges shall include the cost, if any, of the operation, maintenance, repair and administration of a

sewerage treatment plant or sewerage lift station, in the event such a plant services the Leased Premises.

10.2. Tenant covenants and agrees at all times that it shall not permit or suffer any utility facility to be overloaded, and that use of electric current shall never exceed the capacity of feeders to the Leased Premises or the wiring installations in the Leased Premises.

10.3 Landlord shall not be liable in damages for any failure or interruption of any utility service being furnished to the Leased Premises or other areas, and no such failure or interruption shall entitle Tenant to terminate this Lease or stop making any Rent or other payment due.

11. INSURANCE

11.1 With respect to the Leased Premises, entry way, and loading docks, Tenant, at its own expense, shall procure and maintain in effect during the term of this Lease one or more policies of public liability and property damage insurance insuring the Tenant and the Landlord (and interest) against liability for injury to persons, including death, and/or property of any person or persons, with a combined single limit of at least Two Million and No/100 Dollars (\$2,000,000.00). Tenant shall increase such policy limits upon receiving written request from Landlord, which request shall not be more frequent than annually, and which limits shall be similar to those for similar shopping center tenants in the general area.

11.2 During the term of the Lease, Landlord shall maintain in full force on the Shopping Center buildings, a policy or policies of fire, casualty and all risk insurance on a full replacement costs basis and rental value insurance of 90% coinsurance.

11.3 Landlord agrees to maintain in full force throughout the Lease term, one or more policies of public liability and property damage insurance insuring the Landlord and the Tenant (and interest) against liability for injury to persons, including death, and/or property of any person or persons in the "Common Area" with a combined single limit of at least Two Million and No/100 Dollars (\$2,000,000.00). For the insurance required by this Section, the insurer shall be liable for the full amount of the loss up to and including the total limit of liability as set forth in the declarations.

11.4 All insurance required to be secured by the Tenant or Landlord in accordance with this Section 11 shall be obtained from casualty companies licensed to do business in the state in which the Leased Premises is situated. Certificates of said insurance as required shall be furnished by the party maintaining such policy to the other party, upon request, each of which policies shall be endorsed to provide that thirty (30) days notice of cancellation or amendment will be given to the certificate holder.

12. GARBAGE AND RUBBISH REMOVAL

12.1 Tenant agrees that, at its sole cost and expense, it will handle and dispose of all rubbish, garbage and waste from the Tenant's operations in the Leased Premises. Tenant will not burn any trash or garbage of any kind in or about the Leased Premises and/or the Shopping Center in

accordance with municipal regulations.

~~12.2 Tenant may place a rubbish container in the exterior area next to its loading dock for the placement of rubbish in accordance with municipal regulations.~~

13. INDEMNIFICATION

13.1 Tenant shall indemnify, defend and save Landlord harmless from and against any and all claims, actions, damages, liabilities and expenses (including without limitation, reasonable attorney's fees) in connection with loss of life, bodily injury, damage to property or business, or personal injury, including, but not limited to, false arrest, false imprisonment, libel, slander, or mental distress, arising from, related to, or in connection with the occupancy or use by Tenant of the Leased Premises (including entry way and loading docks) or occasioned wholly or in part by any act or omission of Tenant, its contractors, agents or employees, except caused by any act or acts of omission or omissions of Landlord, its officers, agents, servants, employees, contractors, or Landlord's failure to timely perform its repair and maintenance obligations.

13.2 Landlord shall indemnify, defend and save Tenant harmless from and against any and all liability, damage, penalties or judgments arising from injury to person or property sustained by anyone in the Common Areas except caused by any act or acts of omission or omissions of Tenant, its officers, agents, servants, employees, or sub-lessees.

14. TENANT DEFAULT

14.1 In the event Tenant, at any time, shall fail to pay any installment of Rent or other sums of money payable to Landlord when due and payable pursuant to this Lease, or in the event Tenant shall breach or fail to comply with any other provision, covenant, condition or understanding of this Lease on its part to be performed, and such failure to pay Rent or such default shall continue without correction for a period of ten (10) days after written notice thereof shall be given to Tenant by Landlord, then Landlord shall be entitled, at its option:

14.1.1 To do and perform the obligation of Tenant and the sum of money paid by Landlord for this purpose plus interest at ten percent (10%) per annum shall be deemed additional rent and shall become due and payable by Tenant to Landlord with the next monthly installment of Rent becoming due and payable under this Lease; or

14.1.2 Terminate Tenant's possession giving Tenant ten (10) days additional written notice of Landlord's intention to do so, unless Tenant has already remedied or commenced to remedy such default (if such default cannot reasonably be corrected or remedied within such ten (10) day period), in which case such notice of termination shall be void. In the event of such termination prior to the expiration of this Lease, Landlord or its agents may immediately or at any time thereafter, re-enter and resume possession of the Leased Premises and remove all persons and property from the Leased Premises, either by summary dispossession proceedings or by a suitable action or proceeding at law, or by force or otherwise, without being liable for any damages. No re-entry by Landlord shall be deemed an acceptance of a surrender of this Lease. Thereafter, Landlord may, in its own or Tenant's behalf, relet any portion of the Leased Premises for any period of the

remaining term for any reasonable sum to any reasonable tenant for any reasonable use or purpose. In connection with any such reletting, Landlord may make such changes to the Leased Premises and ~~may grant such concessions of free rent as may be reasonably appropriate or helpful in effecting~~ such lease.

14.2 In the event of Tenant's default, Landlord shall be entitled to recover from Tenant, in addition to any damages becoming due under this Lease, an amount equal to the amount of all rents reserved under this Lease, less the net rent, if any, collected by Landlord on reletting the Leased Premises, which shall be due and payable, by Tenant to Landlord, on the several days on which the rents reserved in this Lease would have become due and payable. Net rent collected on reletting by Landlord shall be computed by deducting from the gross rents collected all expenses incurred by Landlord in connection with the reletting of the Leased Premises, including broker's commissions and the cost of repairing, renovating or remodeling of the Leased Premises.

15. QUIT AND SURRENDER PREMISES

15.1 At the expiration of this Lease, by lapse of time or otherwise, Tenant will quit and surrender the Leased Premises in as good a state and condition as they were when entered into, reasonable wear and tear and casualty excepted. All alterations, additions or improvements on or in the Leased Premises at the expiration of this Lease, excluding furniture or trade fixtures paid for by Tenant, shall be and become a part of the Leased Premises and shall remain upon and be surrendered with said Leased Premises as a part of the Leased Premises at the expiration or termination of this Lease. Should Tenant fail to remove any of such furniture or trade fixtures after notice, then the same shall be considered as abandoned and become the property of Landlord.

15.2 If Tenant should remain in possession of the Premises after the expiration of the Lease term, the Tenant holding over shall be deemed to be a Tenant from month to month only upon the same terms and conditions as specified in this Lease in effect at the expiration.

16. WAIVER

16.1 No consent, approval, or waiver, express or implied, by Landlord or Tenant to or of any breach of any covenant, agreement, or obligation of Landlord or Tenant, shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, agreement, or obligation unless in each case in writing signed by Landlord or Tenant, whichever the case may be.

16.2 The receipt of Rent by Landlord, with or without knowledge of any breach of the Lease by Tenant or of any default on the part of Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease. No failure on the part of Landlord to enforce any covenant or provision contained in the Lease, nor any waiver of any right by Landlord, unless in writing, shall discharge or invalidate such terms or covenants or affect the right of Landlord to enforce the same in the event of any subsequent breach or default.

16.3 WAIVER OF JURY TRIAL AND RIGHT TO COUNTERCLAIM. Landlord and Tenant shall and they hereby do waive trial by jury in any action, proceeding or counterclaim

brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, and any emergency or other statutory remedy. Tenant further agrees that it shall not interpose any counterclaim(s) except compulsory counterclaims in a summary proceeding or in any action based on holdover or nonpayment of Rent and/or additional rent.

17. PREMISES UNTENTANTABLE

17.1 If the Leased Premises or the building in which they are located, or any portion of either thereof shall be damaged during the term of this Lease by fire or any other casualty, the Landlord shall repair and/or rebuild the same as promptly as possible. The Landlord shall not be required to repair or rebuild any of Tenant's trade fixtures and equipment nor Tenant's exterior signs or decorations; such repair and/or replacements are to be made by Tenant. In such event, the Lease shall not terminate but shall remain in full force and effect and a proportionate reduction in the monthly Rent shall be made for the time required to make such repairs. In the event the Lease is not terminated, the Landlord shall be required to repair, rebuild and restore the Leased Premises in the condition prior to the casualty. The rebuilding must be commenced as expeditiously as possible subsequent to the casualty. Within ninety (90) days after the casualty, the Landlord shall furnish the Tenant with a written schedule for the rebuilding. In the event that such written schedule indicates that the rebuilding cannot be completed within nine (9) months subsequent to the Tenant's receipt of such schedule, the Tenant shall have the option to terminate the Lease within forty-five (45) days from the date of Tenant's receipt of such schedule. In the event the Tenant is unable to conduct its business or use of the Leased Premises, its Rent shall be abated for the portion it cannot use. The Landlord shall exercise best efforts in completing the rebuilding, and the rebuilding must be completed with nine (9) months from the date Landlord furnishes Tenant such written notice.

17.2 In the event of a casualty to more than ten percent (10%) of the Leased Premises during the last two (2) years of the Lease term, then Landlord shall have the right, by notice to Tenant within sixty (60) days of the casualty, to terminate the Lease, unless Tenant agrees to extend the term for the next Option period.

17.3 If the Tenant or Landlord elect to terminate this Lease as herein provided, then the same shall terminate three (3) days after such notice is given and the Tenant shall immediately vacate the Leased Premises and surrender the same to the Landlord, paying Rent to the time of said vacation and surrender, subject to an equitable abatement from the time of said damage.

18. EMINENT DOMAIN

18.1 If the entire building of the Leased Premises shall be taken by reason of condemnation or under eminent domain proceedings, Landlord or Tenant may terminate this Lease as of the date when possession is to be given to the condemning authority. If a portion of the building shall be taken under eminent domain or by reason of condemnation and if in the opinion of Tenant, reasonably exercised, the remainder of the building is no longer suitable for Tenant's business, this Lease, at Tenant's option, to be exercised by notice to Landlord within sixty (60) days of such taking, shall terminate. In such event, any unearned Rent paid or credited in advance shall be refunded to Tenant. If this Lease is not so terminated, Landlord shall proceed promptly and with

due diligence, to restore the building. Until so restored, Rent shall abate to the extent that Tenant shall not be able to conduct business in a reasonable manner, and Rent for the remaining portion of ~~the term of this Lease shall be proportionately reduced (based on the reduced square-foot floor area~~ of the building).

18.2 In the event any part of the parking areas of the Leased Premises shall be taken by reason of condemnation or under eminent domain proceedings, or if as a result of any taking of the Leased Premises or other property subject to an easement benefiting the Leased Premises any driveway or curb cut access to the Leased Premises will be closed, and if in the opinion of Tenant, reasonably exercised, the Leased Premises are no longer suitable for Tenant's business, this Lease, at Tenant's option by notice to Landlord within sixty (60) days of such taking, shall terminate. If this Lease is not so terminated, Landlord, at Landlord's expense, shall proceed promptly and with due diligence to restore the remaining Leased Premises and parking areas to a proper and usable condition. However, Tenant shall not have the right to terminate this Lease if Landlord provides alternate parking areas which are reasonably acceptable to Tenant. Until restored, Rent shall abate to the extent that Tenant shall not be able to conduct business at the Leased Premises in a reasonable manner, and Rent for the remaining portion of the term of this Lease shall be proportionally reduced (based on the effect such taking has on Tenant's business at the Leased Premises).

18.3 For purposes of this Section, the term "**condemnation or under eminent domain proceedings**" shall include conveyances and grants made in anticipation of or in lieu of such proceedings.

19. SUBORDINATION AND ATTORNMENMENT

19.1 This Lease is subject and subordinate to any mortgages, deeds of trust, deeds to secure debt, ground rent, and to all renewals, modifications, consolidations, replacement, and extensions of any of the foregoing or of substitutions therefore, or any other forms or methods of financing or refinancing which may now or hereafter effect the real property or leasehold estates of which the Leased Premises form a part, whether now in use or not, and any instruments executed for said purposes or hereafter executed by the owners of the fee or leasehold, if Landlord is not the owner of the fee. Tenant agrees upon demand to execute, acknowledge, and deliver to the owners of the fee or leasehold estate, without expense to them, any instruments that may be necessary or proper to confirm this subordination of this Lease and of all of the rights herein contained to the lien or liens created by any such instruments. It is further agreed that any secured lender may, at its option, elect to make this Lease superior to its mortgage, deed to secure debt, or other instrument referred to herein, by written notice thereof to the Tenant. Landlord shall, without charge, have Landlord's mortgagees enter into a Subordination, Non-Disturbance and Attornment Agreement with Tenant whereby Landlord's lender shall agree, provided that Tenant is not in default or has cured any default under the Lease, not to terminate said Lease, nor interfere with Tenant's use and enjoyment of the Leased Premises and Common Areas in any foreclosure or other similar proceeding or in case lender, or other purchaser takes possession of the property for any reason.

19.2 Landlord and Tenant shall, upon request by the other, and without charge, execute and deliver to the other party, in recordable form, an Estoppel Certificate stating that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, with the modifications duly stated. A certificate shall not modify or change the provisions of this Lease.

19.3 Landlord agrees to cooperate with Tenant's financial institution regarding perfecting the financial institution's valid security interest in the Tenant's property and in furtherance thereof, ~~Landlord shall execute, without charge, reasonable Landlord's waiver documents as required by~~ Tenant's financial institution.

19.4 In the event of a sale, transfer, or assignment of Landlord's interest in the the Shopping Center or any part thereof, or in the event any proceedings are brought for the foreclosure of, or for the exercise of any power of sale under any mortgage made by Landlord covering the Shopping Center or any part thereof, Tenant agrees to attorn to and recognize such transferee, purchaser, or mortgagee as Landlord under this Lease, and Tenant shall execute an agreement as aforesaid in confirmation of such attornment, as such transferee, purchaser or mortgagee may request.

20. ASSIGNMENT AND SUBLETTING

20.1 Tenant shall not have the right to assign this Lease or sublet the Leased Premises without the express written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Notwithstanding its right to assign this Lease or to sublet said Leased Premises, Tenant shall remain liable for the performance of the terms, conditions and covenants of this Lease.

20.2 Notwithstanding the above Section 20.1, Tenant shall have the right, without Landlord's approval, to sublet portions of the Leased Premises, to grant concession and license agreements with respect to the Leased Premises, and to assign this Lease or sublet all of the Leased Premises to any affiliated or subsidiary corporation, or to any corporation, person, or other legal entity wholly owning as a subsidiary of the Tenant herein, or to any corporation or other legal entity resulting from the consolidation or merger of Tenant with any other business organization.

21. FORCE MAJEURE

In the event that either party shall be delayed or hindered in or prevented from doing or performing any act or thing required by this Lease (other than the payment of money) by reason of strikes, lockouts, casualties, acts of God, labor troubles, inability to procure materials, governmental laws or regulations, riots, insurrection, war or other causes beyond its reasonable control, then such party shall not be liable or responsible for any such delays, and the doing or performing of such act or thing shall be excused for the period of the delay, and the period of performance of any such act shall be extended for a period equivalent to the period of such delay.

22. LANDLORD DEFAULT

In the case of a monetary default, Landlord shall have a period of thirty (30) days after written notice thereof from Tenant to cure such monetary default. In the case of a non-monetary default, Landlord shall commence promptly with diligent efforts to cure such default after receipt of written notice from Tenant specifying the nature of such default and shall complete such cure within thirty (30) days thereafter, provided that if the nature of the non-monetary default is such that it cannot be cured within such thirty (30) day period, Landlord shall have such additional time as may be reasonably necessary to complete its performance. In the event that the Landlord has not cured such default within the time period herein provided, or as provided in Section 8.3, if applicable, the Tenant shall have the right to cure such default and the costs expended by the Tenant in so doing

shall be reimbursed by Landlord to Tenant within thirty (30) days of receipt of a bill therefor from Tenant. In addition, the Tenant shall have the right to pursue any other remedy at law or in equity against the Landlord.

23. COMMON AREAS

23.1 Tenant agrees to pay monthly to Landlord, as additional rent, in advance on the first business day of each month commencing on the Commencement Date of this Lease as Tenant's share of the costs incurred by the Landlord pursuant to subsection (b) below, its pro rata share of common area maintenance costs ("Common Area Maintenance Costs") incurred by Landlord as hereinafter provided. However, in the event that Tenant's pro rata share (as hereinafter defined) of the annual aggregate cost incurred by Landlord in performing the maintenance functions provided for in this Section 23, shall exceed the annual amount paid by Tenant pursuant to subsection (a) below, then and in such event, Tenant shall pay to Landlord, within thirty (30) days after Tenant's receipt of Landlord's bill therefor, the difference between Tenant's pro rata share of such annual expenses and the aggregate amount paid by Landlord for the preceding twelve (12) month period.

(a) Tenant's pro rata share shall mean the amount arrived at by multiplying the total expenses incurred by Landlord in connection with such maintenance functions by a fraction of the numerator of which is the floor area of the Leased Premises and the denominator of which is the total leasable ground floor area in the entire building in which the Leased Premises is situated. At Landlord's discretion, but not more frequently than annually, the monthly payment set forth in this subsection (a) shall be appropriately adjusted for the succeeding twelve (12) month period, so that said monthly payment shall equal one-twelfth ($1/12^{\text{th}}$) of Tenant's adjusted pro rata share for the preceding twelve (12) month period. Amounts payable by Tenant hereunder will be payable as rent without deduction or setoff. Tenant's failure to pay any amounts due under this Section 23, shall be deemed a default in the payment of rent, and Landlord shall have the same remedies as herein provided for such default.

(b) The costs and expenses of which Tenant will pay a pro rata share will be all costs and expenses of every kind and nature paid or incurred by Landlord in operating, managing, cleaning, signing, painting, protecting, equipping, lighting, repairing, replacing (the cost of any capital expenditure shall be amortized over the useful life of the asset) and maintaining all Common Areas of the buildings, including exterior painting. Such costs and expenses shall include, without limitation (including appropriate reserves): cleaning; fire and police protection and general security; repairing paving (which repairs shall include the filling of cracks and required resurfacing)); keeping the Common Areas properly supervised, drained, reasonably free of snow, ice, rubbish and other obstructions, and in a neat, clean, orderly and sanitary condition; the maintenance of any and all fire protection systems serving the entire Shopping Center; keeping the Common Areas suitably lighted; maintaining markers, painted lines, delineating parking spaces, and other means and methods of pedestrian and vehicular traffic control; maintaining adequate roadways, entrances, and exits; maintaining any planting and landscaped areas; maintenance and repair of all utilities and utility conduits situated within the Common Areas; fees for required licenses and permits; providing public liability, property damage, fire, extended coverage and such other insurance as Landlord deems appropriate on the Shopping Center and its improvements; total compensation and benefits (including premiums for workmen's compensation and other insurance) paid to or on behalf of

employees solely for their time allocated to the Shopping Center, and any other costs, charges and expenses that under generally accepted accounting principles would be regarded as maintenance and operating expenses, and administrative costs equal to ten percent (10%) of the total cost and expense of operating and maintaining the Common Areas.

24. TAXES

24.1 Tenant shall be obligated and hereby covenants to pay as additional rent during the term of this Lease, or any extension thereof, Tenant's pro rata share of all real estate taxes including expenses directly incurred by Landlord in contesting the validity of, in seeking a reduction in, or in seeking to prevent an increase in any such taxes or assessments, water and sewer rentals, duties and/or charges, assessments, levies or other governmental charges, general and special, and all other whatsoever, including any tax that may be levied on rents received by Landlord (hereinafter sometimes collectively referred to as "Impositions"), levied or assessed on the entire building or any part thereof or the Shopping Center (including land area) or interest therein, or Landlord's interest with respect thereto, or use, occupancy, or other possession thereof and the improvements thereon. Tenant's failure to make any such payment or additional rent hereunder shall be deemed a default in the payment of Rent, and Landlord shall have the same remedies as herein provided for such default.

24.2 As used in this Section 24, the Tenant's pro rata share shall be determined by multiplying any Imposition by a fraction, the numerator of which is the total number of square feet of the floor area of the Leased Premises and the denominator of which is the total leasable ground floor area in the entire building in which the Leased Premises is situated. Tenant shall pay to Landlord the Tenant's pro rata share within thirty (30) days after receipt from Landlord of a bill therefore. Notwithstanding the foregoing, in the event that any tax may be levied on rents received by Landlord, the Tenant's pro rata share shall be a fraction, the numerator of which is the Tenant's Rent and the denominator of which is all the rent received by the Landlord from the entire building.

24.3 Tenant shall pay monthly to Landlord, together with the payment of Rent, an amount equal to one-twelfth ($1/12^{\text{th}}$) of Tenant's pro rata share of the then current or last-determined annual aggregate amount of real estate tax or taxes assessed against the Shopping Center buildings.

24.4 Upon the termination of each tax year, Landlord shall determine the actual taxes for that year. To the extent that actual taxes exceed the estimate, Tenant shall pay on demand its proportionate share of said excess. Should the amount of actual tax be less than the estimate, Landlord shall return the overpayment to the Tenant within ten (10) days. In the initial year of the term of this Lease, Tenant's share of taxes shall be based on the estimate for the entire tax year in which the term commences. Tenant's share of taxes shall be determined pursuant to the provisions of this Section 24 and payment shall be made in equal monthly installments beginning with the month during which the term of this Lease commences.

24.5 In the event this Lease shall terminate on a date other than the end of a tax year, Tenant's share of taxes shall be based on the estimate for the entire tax year in which this Lease terminates, and shall be computed pursuant to the provisions of this Section 24.

24.6 Tenant shall pay Landlord within twenty-one (21) days after receipt of Landlord's bill

therefor, any and all taxes, assessments, license fees, and public charges levied, assessed or imposed and which become payable during the Lease term upon Tenant's leasehold improvements, fixtures, furniture, appliances, exterior signs and personal property installed or located in or on the Premises. If any such taxes, assessments, license fees, or public charges are not levied, assessed or imposed separately upon such property, a fair and equitable allocation of such taxes, assessments license fees or public charges shall be made between such property and all other property included in the same tax assessment or other bill.

25. QUIET ENJOYMENT

The Landlord covenants that Tenant, upon payment of Rent and performing Tenant's obligations under this Lease, shall peaceably and quietly have, hold, and enjoy the Leased Premises, the Common Areas and appurtenances, for the term of this Lease without hindrance or molestation by Landlord or any other person lawfully claiming by, through, or under the Landlord.

26. RECORDING

Tenant agrees that it will not record this Lease or otherwise make it a matter of public record unless required in any litigation involving Tenant. If the Tenant or Landlord requests, the parties will enter into a short form Lease, describing the Leased Premises and the term of the Lease and including any other items necessary to permit the recording of such short form Lease. Such recording, if requested by Tenant, shall be at its cost and expense.

27. NOTICES

Whenever any notices are required or permitted under this Lease, such notice shall be in writing addressed to the party to whom it is intended and to be delivered at the address set forth in the introductory paragraph of this Lease, or such other address as specified by written notice delivered in accordance with the terms of this Section 27. Notices to each party shall be sent by certified mail, return receipt requested, or by bonded overnight courier, and shall be effective upon receipt or refusal to accept delivery. Notices delivered to the Leased Premises shall not constitute notice to Tenant under the terms of this Lease.

28. HEADINGS

The section headings in this Lease are for convenience only, they are not a part of this Lease, they do not in any way limit or amplify the terms and provisions of this Lease, and they should not be used to determine the intent of the parties.

29. WAIVER OF SUBROGATION

Notwithstanding anything to the contrary contained herein, Landlord hereby releases Tenant, and Tenant hereby releases Landlord, to the extent of their respective fire (with extended coverage endorsement) insurance policies from all claims for loss or damage to the property of the other, whether or not caused by the act or negligence of the other. If at any time the insurance carrier of either party refuses to write (and no other responsible insurance carrier will write) insurance policies

which consent to or permit such releases of liability, then such party shall notify the other party and upon the giving of such notice, this Section 29 shall be void and of no effect.

30. BROKERAGE

Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Lease.

31. RULES

The Landlord reserves the right to adopt and promulgate, from time to time, rules and regulations, and to amend and supplement the same, applicable to the occupancy of the building of which the Leased Premises form a part and to the parking spaces and Common Areas provided, however, any rules and regulations issued by the Landlord shall not interfere with the operation or conduct of the Shopping Center as a retail center and Tenant's business, and shall apply equally to all tenants. Notice of such rules, regulations, and amendments and supplements thereto, if any, shall be given to the Tenant. The violation of a rule or regulation by itself shall not be considered a default, nor shall the rules and regulations require Tenant to contribute monetarily to a merchants' association or otherwise increase Tenant's obligations or liabilities under this Lease.

32. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

Tenant shall be responsible for and shall bear all costs and expenses associated with any and all alterations to the Leased Premises or the building within which the Leased Premises are located and the common areas serving the Leased Premises which may be required by the Americans with Disabilities Act of 1990 (the "ADA"), for the accommodation of disabled individuals who may be employed from time to time by Tenant, or any disabled customers, clients, guests, or invitees or sublessees. Tenant shall indemnify and hold Landlord harmless from and against any and all costs incurred arising from the failure of the Leased Premises to conform with the ADA, including the cost of making any alterations, renovations or accommodations required by the ADA, or any government enforcement agency, or any court, any and all fines, civil penalties, and damages awarded against Landlord resulting from a violation or violations of the ADA, and all reasonable legal expenses and court costs incurred in defending claims made under the ADA, including reasonable attorney's fees.

33. EXCLUSIVE

33.1 During such time as Tenant occupies the Leased Premises for the retail sale of general merchandise in the style and manner conducted in other Ocean State Job Lot stores, Landlord shall not lease, use, or permit to be used an other portion of the premises in the Shopping Center for the conduct of a general merchandise retail or discount store business operation which regularly or with significant frequency sells merchandise of the types or qualities now commonly known as "job lot", "odd lot", "close out", "clearance", "discontinued", "overstock", "cancellation", "second", "factory reject", "sample", "floor model", "demonstrator", "obsolescent", "distressed", "bankruptcy", "fire sale", or "damaged"; provided, however, that nothing herein shall prevent Landlord from leasing to any off-price retailers including, but not limited to, T.J. Maxx, Kmart, Target, Marshalls or any

home improvement stores including, but not limited to, Lowe's or Home Depot.

~~33.2 In the event Landlord shall violate any of the provisions of this Section 33, Tenant, at any time thereafter, may pursue any legal or equitable remedy against the Landlord.~~

34. ENTIRE AGREEMENT

This writing contains the entire agreement between the parties. No agent, representative, or officer of Landlord has made any statement, agreement or representation (either oral or in writing) modifying, adding or changing the terms and conditions set forth in this Lease. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the parties.

35. INTERPRETATION

The parties agree that in the event that a judicial interpretation of any of the terms or provisions of this Lease is required, that it is their desire that the court shall not construe the language against either party on the basis, or for the reason, that one party or the other was responsible for the drafting of this Lease.

36. BINDING EFFECT

36.1 Upon the execution and delivery of this Lease by both parties, this Lease shall bind and inure to the benefit of the parties and their respective successors and assigns.

36.2 The term "Landlord" as used in this Lease means only the owner of the time being of the land and building (or the owner of a lease of the building) of which the Leased Premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, the said Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder.

37. NOTICE TO MORTGAGEE

After receiving notice from any person, firm, or other entity that it holds a mortgage which includes the Leased Premises as part of the mortgaged premises, no notice from Tenant to Landlord shall be effective unless and until a copy of the same is given to such holder, and such holder is given a reasonable time thereafter to cure any default referred to therein. The curing of any of Landlord's defaults by such holder shall be treated as performance by Landlord.

38. INVALIDITY

If any term, covenant, condition or provision of this Lease, or their application thereof to any person or circumstances shall, to any extent, be 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, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

39. RELATIONSHIP

The relationship between the parties is solely that of Landlord and Tenant, and nothing in this Lease shall be construed as creating a partnership or joint venture between the parties, it being the express intent of Landlord and Tenant that the business of Tenant on the Leased Premises and elsewhere, and the associated good will, shall be and remain the sole property of Tenant.

[signatures appear on next page]

THIS LEASE has been executed by the parties as of the date specified above.

WITNESSES:



LANDLORD

OSJ OF NORTH ADAMS, LLC

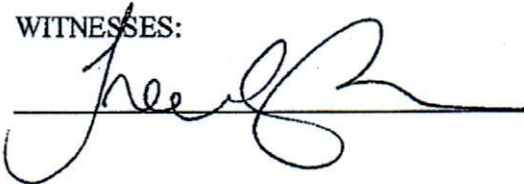
By:



Name: John D. Conforti

Title: Manager

WITNESSES:



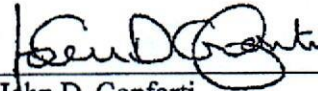
TENANT

OCEAN STATE JOB LOT OF MA2013, LLC

By: OCEAN STATE JOB LOT STORES OF
MA, INC.

Its: Manager

By:



Name: John D. Conforti

Title: Chief Financial Officer

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into as of the 1st day of January, 2015, by and between OSJ OF NORTH ADAMS, LLC, a Massachusetts limited partnership, having an address of 375 Commerce Park Road, North Kingstown, Rhode Island 02852 (herein referred to as "Landlord") and OCEAN STATE JOB LOT OF MA2013, LLC, a Massachusetts limited liability company, having an address of 375 Commerce Park Road, North Kingstown, Rhode Island 02852 (herein referred to as "Tenant").

1. LEASED PREMISES

Landlord leases to Tenant, and Tenant accepts from Landlord, those certain premises situated upon or in land and a building (the "Shopping Center") located at 830 Curran Memorial Highway, situated in the City of North Adams, County of Berkshire, Commonwealth of Massachusetts and consisting of area inside walls of 46,308 square feet ("Leased Premises"), upon the terms and conditions set forth below.

2. TERM AND OPTION PERIODS

2.1 The term of this Lease shall be for a period commencing on January 1, 2015 ("Commencement Date") and shall end on January 31, 2016 ("Termination Date"), unless sooner terminated or extended as provided in this Lease (the "Initial Term").

2.2 In the event that Landlord shall permit Tenant to occupy the Leased Premises prior to the Commencement Date, such occupancy shall be subject to all of the provisions of this Lease. Such early possession shall not, however, advance the termination date of this Lease.

2.3 Provided (i) Tenant is not then in default; and (ii) Tenant is occupying and doing business in the Leased Premises, this Lease shall automatically renew on a year-to-year basis expiring on January 31st of each subsequent year at the then current rental amount unless otherwise agreed to in writing by the parties (and subject to adjustment as set forth in Section 3 below), under the same terms and conditions contained in this Lease (each, an "Option Term"). The option to renew will be automatically extended for each Option Term unless Tenant gives prior written notice to Landlord via certified mail, return receipt requested prior to the expiration of the then current Term of its intent to terminate the Lease. If Tenant is in default of the Lease at the time of the renewal period, at Landlord's sole option, the Lease may be terminated forthwith by Landlord.

3. RENT

3.1. Tenant shall pay Landlord or Landlord's designated agent at its office, or at a place in a manner otherwise designated by Landlord, as rent for the Leased Premises in advance, on the first day of every calendar month during the term of this Lease at the rates set forth below:

Tenant shall pay annual fixed minimum rent to Landlord based upon the Percentage Threshold ~~(as hereinafter defined) multiplied by Tenant's Net Sales (as hereinafter defined)~~ (the "Annual Rent"). Tenant's monthly fixed minimum rent shall be the Annual Rent divided by twelve (the "Monthly Rent"). Tenant's Annual Rent and Monthly Rent shall be prorated for any partial years. Landlord shall estimate such Net Sales prior to the commencement of each year, and Tenant's payment of Monthly Rent shall be based upon such estimate. At the end of each year, Landlord shall reconcile the actual Annual Rent owed by Tenant based upon actual Net Sales at the end of each year, which Tenant receiving a credit for any overpayment or paying Landlord for any underpayment. Tenant's Net Sales shall be determined based upon generally accepted accounting principles.

The Percentage Threshold shall be a percentage which shall be calculated each year which calculation shall be based upon a review of all third-party independent Ocean State Job Lot store leases and determining, for each such location, the percentage amount which the fixed minimum rent paid under such leases is in relation to the Gross Sales of such stores, and then averaging all such percentage rates, such Percentage Threshold is to be based upon such third party leases in place the year before the adjustment is made. The Percentage Threshold as of the date of this lease for the first lease year is 3.22%, subject to adjustment as reasonably agreed to between Landlord and Tenant.

3.2 In addition to fixed minimum rent, Tenant shall pay Landlord as additional rent, its proportionate share of any taxes, insurance, operating expenses, and Common Area Maintenance Costs (as defined in Section 23 of this Lease) upon the terms and conditions set forth in Section 23 of this Lease.

4. USE

The Tenant shall use the Leased Premises during the entire time of this Lease for any retail purpose, including conducting a general merchandise retail store for the sale of general variety goods, including but not limited to food and grocery items, candy, greeting cards, health and beauty aids, wearing apparel, toys, hardware, housewares, gift items, automotive supplies, electronics, furniture, pet supplies, lawn and garden supplies, lottery tickets, and odd lot, close out and manufacturers reconditioned and overrun merchandise. The Tenant shall have the right from time to time during the term hereof to change its business trade name. The Tenant shall notify the Landlord in the event that Tenant changes its retail use of the Leased Premises. The Tenant shall not use the Leased Premises for those purposes which are exclusive to other tenants in the Shopping Center, if applicable, according to their respective leases.

5. USE RESTRICTIONS AND COVENANTS

5.1 Tenant shall not injure, overload, deface or otherwise harm the Leased Premises or any part thereof or any equipment or installation therein; nor burn any trash or refuse within the Shopping Center; nor make any use of the Leased Premises or any part thereof or equipment therein which is improper, offensive, or contrary to any law or ordinance as such may be promulgated from time to time, or which will invalidate or increase the cost of any of Landlord's insurance over the

permitted uses without first obtaining Landlord's consent in writing thereto; nor conduct or allow upon the Premises any business which is contrary to law.

5.2 The Tenant may display merchandise in a neat and orderly manner on the sidewalk adjoining the front exterior of the Leased Premises, and may conduct sidewalk sales. The Tenant shall indemnify the Landlord from and against any and all liability damage arising from injury to person or property arising from Tenant's display of merchandise on the sidewalk or Tenant conducting a sidewalk sale unless caused by or due to the negligence or intentional acts of Landlord, its officers, agents, servants, and employees.

5.3 Tenant shall not generate, handle, process, produce, store, transfer, treat, discharge or dispose of any hazardous substance within the Leased Premises except in the ordinary course of Tenant's business and only in compliance with all applicable laws, regulations, rules, or ordinances. However, Landlord acknowledges and agrees that Tenant may sell household and automotive cleaners and other chemicals (including motor oil) in standard retail containers as are commonly sold by supermarkets, discount stores, and/or drugstores, provided that the same is done in accordance with all applicable laws and regulations. Additionally, Landlord acknowledges and agrees that Tenant may use such household cleaners and chemicals to maintain the Leased Premises, and may store the same therein. In the event such sale, use, and storage of any hazardous substance shall cause any environmental damage, the Tenant shall be responsible for any remediation thereof and shall indemnify and hold the Landlord harmless.

6. ALTERATIONS, ETC.

6.1 Any changes, alterations, additions or improvements required by the Tenant to the interior of the Leased Premises or store front, or in the amount or nature of equipment, or the location thereof, or in addition thereto, or whatever may be the nature thereof desired by the Tenant, may be done by the Tenant at its own cost and expense, provided Tenant submits request for approval in writing and Landlord approves in advance, which approval shall not be unreasonably delayed or withheld. Any changes or additions to the exterior of the Leased Premises shall require Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed.

6.2 Any changes, alterations, additions, or improvements by the Tenant to the interior of the Leased Premises only (excluding structural or exterior changes) or alterations, in an amount less than Fifty Thousand Dollars (\$50,000.00) shall not require the Landlord's approval, but Landlord shall receive notice of such work.

7. IMPROVEMENTS, FIXTURES AND LIENS

7.1 It is understood and agreed that any movable furniture or unattached movable trade fixtures and furnishings, except carpeting, ceiling tiles and lighting fixtures, placed upon the Leased Premises by the Tenant are to remain the property of the Tenant, and shall be removed by Tenant from the Leased Premises promptly at the expiration of the Lease term. Tenant shall also repair promptly, at its own expense, any damage to the Leased Premises caused by bringing into the Leased Premises any property for use by Tenant, or by the installation or removal of such property, regardless of fault or by whom such damage was caused, unless such damage was caused solely by

the negligence of Landlord or its employees.

~~7.2 Tenant shall have the right to install a satellite dish on the roof of the Leased Premises.~~

7.3 All signs, awnings, canopies, decorations, lettering or advertising erected or maintained by Tenant shall comply with any applicable governmental codes.

7.4 The Tenant shall not suffer any mechanics lien to be filed against the Leased Premises by reason of work, labor, services or materials performed or furnished to the Tenant or to anyone holding the Leased Premises through or under the Tenant. If any such mechanics lien shall at any time be filed against the Leased Premises, the Tenant shall forthwith cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise, but the Tenant shall have the right to contest any and all such liens. If the Tenant shall fail to cause such lien to be discharged by payment or bond within thirty (30) days after being notified of the filing thereof by the Landlord, and before judgment or sale thereunder, then, in addition to any other right or remedy of the Landlord, the Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by the Landlord, and the amount so paid by the Landlord and/or all cost and expenses incurred by the Landlord in procuring the discharge of such lien, shall be deemed to be additional rent for the next following month.

8. REPAIRS AND MAINTENANCE

8.1 Repairs and Maintenance by Landlord.

8.1.1 Landlord covenants to keep or cause to be kept, at its own cost and expense, the structural components of the building of which the Leased Premises form a part, including structural elements of exterior walls, foundations, steel columns, roof, roof supports and roof deck, concrete floor, sprinkler riser and connection to the Leased Premises, the exterior of the Leased Premises building with the exception of the glass store front, and all utilities and sanitary lines up to their point of entry into the Leased Premises in good order, repair and condition during the Initial Term of this Lease and any extensions thereof. The provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or by Eminent Domain, in which event the Landlord shall be controlled by Sections 17 and 18 herein.

8.1.2 Prior to the commencement of the Initial Term, the Landlord, at its own cost and expense, shall have the heating, ventilating and air conditioning system, ("HVAC") in proper operating condition. Tenant agrees to contract for, at the commencement of the Initial Term, and to maintain through the entire term of this Lease, at its sole cost and expense, a maintenance contract covering the HVAC with a service company selected by Tenant. Notwithstanding the foregoing provisions, the Landlord agrees that, if during the Initial Term, including any Option Term, any aggregate repairs and/or replacements, including parts, per lease year, costing in excess of Ten Thousand Dollars (\$10,000.00) are required to the HVAC in the Leased Premises, the Landlord shall pay for such repairs or replacements in excess of Ten Thousand Dollars (\$10,000.00) per lease year at its sole cost and expense. The Tenant shall notify the Landlord of such repair or replacement by written notice or telephone facsimile, and the Landlord shall have twenty-four (24) hours

subsequent to receipt of such notice to have its own HVAC contractor inspect the HVAC to verify the necessity of such repair or replacement, and to perform or to commence to perform the ~~necessary repairs or replacement, and to proceed with diligence to complete such repairs or~~ replacement. In the event that the Landlord does not perform such repairs or replacement as herein provided, or if the Landlord has commenced such repairs or replacement and does not proceed with diligence to complete such repairs or replacement, the Tenant may, at its option, perform such repairs or replacement and in such case, Landlord shall reimburse Tenant the reasonable amounts incurred by Tenant in performing such repairs within thirty (30) days after delivering to Landlord written statements and copies of invoices from Tenant's contractor(s) and/or vendor(s). In the event Landlord shall fail to so reimburse Tenant, Tenant may pursue any legal or equitable remedy against the Landlord. Repairs and replacement, including parts and labor costing less than Ten Thousand Dollars (\$10,000.00) in the aggregate during each lease year shall be considered ordinary maintenance and shall be the obligation of the Tenant. If during the Initial Term or any Option Term the Landlord shall replace the HVAC with new equipment, including new compressors, then thereafter, with respect to such equipment, the Tenant shall have the full and exclusive responsibility for repair and replacement to the HVAC without reimbursement or payment by Landlord. The Landlord, however, shall assign to the Tenant any and all warranties for said HVAC and shall warrant to Tenant that the HVAC is in good working order.

8.2 Repairs and Maintenance by Tenant.

8.2.1 Tenant shall at all times, at its own expense, keep and maintain the interior of the Leased Premises, including, but not limited to, equipment, mechanical systems (except as provided in Section 8.1 above), facilities and fixtures therein, glass store front, including doors, door frames and door closers, clean, neat and in good order, condition and repair, including all interior painting and decorating, and replace any glass which may be damaged or broken with glass of the same quality, damage by fire or other casualty excepted.

8.2.2 Tenant shall make all necessary non-structural, interior, ordinary and extraordinary, foreseen and unforeseen, repairs and replacements to the Leased Premises.

8.2.3 Tenant shall provide sufficient heat to the Leased Premises to prevent the pipes therein from freezing.

8.3 Failure to Maintain by Landlord.

If Landlord fails to keep and preserve the Leased Premises as set forth in Section 8.1 above, and after which Tenant has given Landlord notice of such failure pursuant to Section 27, unless such failure concerns the failure to maintain, repair, or replace the roof, as contemplated in Section 8.1. above, in which case Tenant shall only be required to provide Landlord with five (5) days prior written notice, or unless such failure results in an emergency, in which case, no prior notice is required, Tenant may, in the event Landlord has not diligently begun to perform repairs within thirty (30) days of Tenant's notice (except for roof repairs which shall begin within five (5) days, if weather conditions permit, of Tenant's notice and except for emergency repairs which Tenant may perform immediately), at its option, put or cause the same to be put in the condition and state of repair agreed upon, and in such case, Landlord shall reimburse Tenant the reasonable

amounts incurred by Tenant in performing such repairs with thirty (30) days after delivering to Landlord written statements and copies of invoices from Tenant's contractor(s) and/or vendor(s).

8.4 Failure to Maintain by Tenant.

In the event Tenant defaults in the performance of any of its obligations under this Section 8, Landlord, in addition to all other remedies available to it, may, in its sole discretion, cure such default on behalf of Tenant after prior written notice, and Tenant shall reimburse Landlord upon demand for any sums paid or costs incurred in curing such default.

9. SIGNS

9.1 Tenant shall have the right at its own cost and expense to erect and maintain a sign containing Tenant's trade name on the front exterior building façade of the Leased Premises and a panel on the pylon sign advertising the entire Shopping Center. Any signs erected by Tenant shall conform to the requirements of local ordinances and shall be signs generally used by Tenant to advertise its business from time to time, including, but not limited to, its standard sign. Tenant shall obtain all permits required by local authorities pertaining to any sign installed by Tenant prior to said installation.

9.2 Tenant shall have the right to place professionally prepared signs in the interior of any exterior windows or doors of the Leased Premises. All such signs shall be maintained in good and safe condition and appearance by the Tenant at its own expense. Tenant shall not place, erect, or install any other signs on the building exterior or on the exterior of the Leased Premises without prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

9.3 The Tenant shall have the right to change or replace its panel on the pylon sign at any time and from time to time during the term of the Lease. In the event that the Landlord constructs a new pylon sign, the Tenant's sign panel shall be of prominent size and be in the same proportion and location from the top of the pylon sign as the size of its store is in relation to the size of each of the other stores in the Shopping Center, if any. In the event that there is no pylon sign advertising the entire Shopping Center, the Tenant may erect its own road front pylon sign, subject to Landlord's prior written consent as to size, location and appearance of such pylon sign, which consent shall not be unreasonably withheld or delayed and subject to all applicable laws and ordinances.

10. UTILITIES

10.1 Tenant shall pay for maintenance of all devices for metering consumption on the Leased Premises of light, heat, power, electricity, gas, water, fuel, sewerage charge and other similar services. Tenant shall contract for, in its own name, and shall pay before delinquency, for all utility services rendered or furnished to the Leased Premises (including telephone, heat, air-conditioning, water, gas, electricity, fire protection, sewer, and the like) together with all taxes levied or other charges on such utilities from the time Tenant takes possession of the Leased Premises. Sewerage charges shall include the cost, if any, of the operation, maintenance, repair and administration of a

sewerage treatment plant or sewerage lift station, in the event such a plant services the Leased Premises.

10.2. Tenant covenants and agrees at all times that it shall not permit or suffer any utility facility to be overloaded, and that use of electric current shall never exceed the capacity of feeders to the Leased Premises or the wiring installations in the Leased Premises.

10.3 Landlord shall not be liable in damages for any failure or interruption of any utility service being furnished to the Leased Premises or other areas, and no such failure or interruption shall entitle Tenant to terminate this Lease or stop making any Rent or other payment due.

11. INSURANCE

11.1 With respect to the Leased Premises, entry way, and loading docks, Tenant, at its own expense, shall procure and maintain in effect during the term of this Lease one or more policies of public liability and property damage insurance insuring the Tenant and the Landlord (and interest) against liability for injury to persons, including death, and/or property of any person or persons, with a combined single limit of at least Two Million and No/100 Dollars (\$2,000,000.00). Tenant shall increase such policy limits upon receiving written request from Landlord, which request shall not be more frequent than annually, and which limits shall be similar to those for similar shopping center tenants in the general area.

11.2 During the term of the Lease, Landlord shall maintain in full force on the Shopping Center buildings, a policy or policies of fire, casualty and all risk insurance on a full replacement costs basis and rental value insurance of 90% coinsurance.

11.3 Landlord agrees to maintain in full force throughout the Lease term, one or more policies of public liability and property damage insurance insuring the Landlord and the Tenant (and interest) against liability for injury to persons, including death, and/or property of any person or persons in the "Common Area" with a combined single limit of at least Two Million and No/100 Dollars (\$2,000,000.00). For the insurance required by this Section, the insurer shall be liable for the full amount of the loss up to and including the total limit of liability as set forth in the declarations.

11.4 All insurance required to be secured by the Tenant or Landlord in accordance with this Section 11 shall be obtained from casualty companies licensed to do business in the state in which the Leased Premises is situated. Certificates of said insurance as required shall be furnished by the party maintaining such policy to the other party, upon request, each of which policies shall be endorsed to provide that thirty (30) days notice of cancellation or amendment will be given to the certificate holder.

12. GARBAGE AND RUBBISH REMOVAL

12.1 Tenant agrees that, at its sole cost and expense, it will handle and dispose of all rubbish, garbage and waste from the Tenant's operations in the Leased Premises. Tenant will not burn any trash or garbage of any kind in or about the Leased Premises and/or the Shopping Center in

accordance with municipal regulations.

~~12.2 Tenant may place a rubbish container in the exterior area next to its loading dock for~~
the placement of rubbish in accordance with municipal regulations.

13. INDEMNIFICATION

13.1 Tenant shall indemnify, defend and save Landlord harmless from and against any and all claims, actions, damages, liabilities and expenses (including without limitation, reasonable attorney's fees) in connection with loss of life, bodily injury, damage to property or business, or personal injury, including, but not limited to, false arrest, false imprisonment, libel, slander, or mental distress, arising from, related to, or in connection with the occupancy or use by Tenant of the Leased Premises (including entry way and loading docks) or occasioned wholly or in part by any act or omission of Tenant, its contractors, agents or employees, except caused by any act or acts of omission or omissions of Landlord, its officers, agents, servants, employees, contractors, or Landlord's failure to timely perform its repair and maintenance obligations.

13.2 Landlord shall indemnify, defend and save Tenant harmless from and against any and all liability, damage, penalties or judgments arising from injury to person or property sustained by anyone in the Common Areas except caused by any act or acts of omission or omissions of Tenant, its officers, agents, servants, employees, or sub-lessees.

14. TENANT DEFAULT

14.1 In the event Tenant, at any time, shall fail to pay any installment of Rent or other sums of money payable to Landlord when due and payable pursuant to this Lease, or in the event Tenant shall breach or fail to comply with any other provision, covenant, condition or understanding of this Lease on its part to be performed, and such failure to pay Rent or such default shall continue without correction for a period of ten (10) days after written notice thereof shall be given to Tenant by Landlord, then Landlord shall be entitled, at its option:

14.1.1 To do and perform the obligation of Tenant and the sum of money paid by Landlord for this purpose plus interest at ten percent (10%) per annum shall be deemed additional rent and shall become due and payable by Tenant to Landlord with the next monthly installment of Rent becoming due and payable under this Lease; or

14.1.2 Terminate Tenant's possession giving Tenant ten (10) days additional written notice of Landlord's intention to do so, unless Tenant has already remedied or commenced to remedy such default (if such default cannot reasonably be corrected or remedied within such ten (10) day period), in which case such notice of termination shall be void. In the event of such termination prior to the expiration of this Lease, Landlord or its agents may immediately or at any time thereafter, re-enter and resume possession of the Leased Premises and remove all persons and property from the Leased Premises, either by summary dispossession proceedings or by a suitable action or proceeding at law, or by force or otherwise, without being liable for any damages. No re-entry by Landlord shall be deemed an acceptance of a surrender of this Lease. Thereafter, Landlord may, in its own or Tenant's behalf, relet any portion of the Leased Premises for any period of the

remaining term for any reasonable sum to any reasonable tenant for any reasonable use or purpose. In connection with any such reletting, Landlord may make such changes to the Leased Premises and ~~may grant such concessions of free rent as may be reasonably appropriate or helpful in effecting~~ such lease.

14.2 In the event of Tenant's default, Landlord shall be entitled to recover from Tenant, in addition to any damages becoming due under this Lease, an amount equal to the amount of all rents reserved under this Lease, less the net rent, if any, collected by Landlord on reletting the Leased Premises, which shall be due and payable, by Tenant to Landlord, on the several days on which the rents reserved in this Lease would have become due and payable. Net rent collected on reletting by Landlord shall be computed by deducting from the gross rents collected all expenses incurred by Landlord in connection with the reletting of the Leased Premises, including broker's commissions and the cost of repairing, renovating or remodeling of the Leased Premises.

15. QUIT AND SURRENDER PREMISES

15.1 At the expiration of this Lease, by lapse of time or otherwise, Tenant will quit and surrender the Leased Premises in as good a state and condition as they were when entered into, reasonable wear and tear and casualty excepted. All alterations, additions or improvements on or in the Leased Premises at the expiration of this Lease, excluding furniture or trade fixtures paid for by Tenant, shall be and become a part of the Leased Premises and shall remain upon and be surrendered with said Leased Premises as a part of the Leased Premises at the expiration or termination of this Lease. Should Tenant fail to remove any of such furniture or trade fixtures after notice, then the same shall be considered as abandoned and become the property of Landlord.

15.2 If Tenant should remain in possession of the Premises after the expiration of the Lease term, the Tenant holding over shall be deemed to be a Tenant from month to month only upon the same terms and conditions as specified in this Lease in effect at the expiration.

16. WAIVER

16.1 No consent, approval, or waiver, express or implied, by Landlord or Tenant to or of any breach of any covenant, agreement, or obligation of Landlord or Tenant, shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, agreement, or obligation unless in each case in writing signed by Landlord or Tenant, whichever the case may be.

16.2 The receipt of Rent by Landlord, with or without knowledge of any breach of the Lease by Tenant or of any default on the part of Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease. No failure on the part of Landlord to enforce any covenant or provision contained in the Lease, nor any waiver of any right by Landlord, unless in writing, shall discharge or invalidate such terms or covenants or affect the right of Landlord to enforce the same in the event of any subsequent breach or default.

16.3 WAIVER OF JURY TRIAL AND RIGHT TO COUNTERCLAIM. Landlord and Tenant shall and they hereby do waive trial by jury in any action, proceeding or counterclaim

brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, and any emergency or other statutory remedy. ~~Tenant further agrees that it shall not interpose any counterclaim(s) except compulsory counterclaims in a summary proceeding or in any action based on holdover or nonpayment of Rent and/or additional rent.~~

17. PREMISES UNTENTANTABLE

17.1 If the Leased Premises or the building in which they are located, or any portion of either thereof shall be damaged during the term of this Lease by fire or any other casualty, the Landlord shall repair and/or rebuild the same as promptly as possible. The Landlord shall not be required to repair or rebuild any of Tenant's trade fixtures and equipment nor Tenant's exterior signs or decorations; such repair and/or replacements are to be made by Tenant. In such event, the Lease shall not terminate but shall remain in full force and effect and a proportionate reduction in the monthly Rent shall be made for the time required to make such repairs. In the event the Lease is not terminated, the Landlord shall be required to repair, rebuild and restore the Leased Premises in the condition prior to the casualty. The rebuilding must be commenced as expeditiously as possible subsequent to the casualty. Within ninety (90) days after the casualty, the Landlord shall furnish the Tenant with a written schedule for the rebuilding. In the event that such written schedule indicates that the rebuilding cannot be completed within nine (9) months subsequent to the Tenant's receipt of such schedule, the Tenant shall have the option to terminate the Lease within forty-five (45) days from the date of Tenant's receipt of such schedule. In the event the Tenant is unable to conduct its business or use of the Leased Premises, its Rent shall be abated for the portion it cannot use. The Landlord shall exercise best efforts in completing the rebuilding, and the rebuilding must be completed with nine (9) months from the date Landlord furnishes Tenant such written notice.

17.2 In the event of a casualty to more than ten percent (10%) of the Leased Premises during the last two (2) years of the Lease term, then Landlord shall have the right, by notice to Tenant within sixty (60) days of the casualty, to terminate the Lease, unless Tenant agrees to extend the term for the next Option period.

17.3 If the Tenant or Landlord elect to terminate this Lease as herein provided, then the same shall terminate three (3) days after such notice is given and the Tenant shall immediately vacate the Leased Premises and surrender the same to the Landlord, paying Rent to the time of said vacation and surrender, subject to an equitable abatement from the time of said damage.

18. EMINENT DOMAIN

18.1 If the entire building of the Leased Premises shall be taken by reason of condemnation or under eminent domain proceedings, Landlord or Tenant may terminate this Lease as of the date when possession is to be given to the condemning authority. If a portion of the building shall be taken under eminent domain or by reason of condemnation and if in the opinion of Tenant, reasonably exercised, the remainder of the building is no longer suitable for Tenant's business, this Lease, at Tenant's option, to be exercised by notice to Landlord within sixty (60) days of such taking, shall terminate. In such event, any unearned Rent paid or credited in advance shall be refunded to Tenant. If this Lease is not so terminated, Landlord shall proceed promptly and with

due diligence, to restore the building. Until so restored, Rent shall abate to the extent that Tenant shall not be able to conduct business in a reasonable manner, and Rent for the remaining portion of the term of this Lease shall be proportionately reduced (based on the reduced square-foot floor area of the building).

18.2 In the event any part of the parking areas of the Leased Premises shall be taken by reason of condemnation or under eminent domain proceedings, or if as a result of any taking of the Leased Premises or other property subject to an easement benefiting the Leased Premises any driveway or curb cut access to the Leased Premises will be closed, and if in the opinion of Tenant, reasonably exercised, the Leased Premises are no longer suitable for Tenant's business, this Lease, at Tenant's option by notice to Landlord within sixty (60) days of such taking, shall terminate. If this Lease is not so terminated, Landlord, at Landlord's expense, shall proceed promptly and with due diligence to restore the remaining Leased Premises and parking areas to a proper and usable condition. However, Tenant shall not have the right to terminate this Lease if Landlord provides alternate parking areas which are reasonably acceptable to Tenant. Until restored, Rent shall abate to the extent that Tenant shall not be able to conduct business at the Leased Premises in a reasonable manner, and Rent for the remaining portion of the term of this Lease shall be proportionally reduced (based on the effect such taking has on Tenant's business at the Leased Premises).

18.3 For purposes of this Section, the term "**condemnation or under eminent domain proceedings**" shall include conveyances and grants made in anticipation of or in lieu of such proceedings.

19. SUBORDINATION AND ATTORNMENMENT

19.1 This Lease is subject and subordinate to any mortgages, deeds of trust, deeds to secure debt, ground rent, and to all renewals, modifications, consolidations, replacement, and extensions of any of the foregoing or of substitutions therefore, or any other forms or methods of financing or refinancing which may now or hereafter effect the real property or leasehold estates of which the Leased Premises form a part, whether now in use or not, and any instruments executed for said purposes or hereafter executed by the owners of the fee or leasehold, if Landlord is not the owner of the fee. Tenant agrees upon demand to execute, acknowledge, and deliver to the owners of the fee or leasehold estate, without expense to them, any instruments that may be necessary or proper to confirm this subordination of this Lease and of all of the rights herein contained to the lien or liens created by any such instruments. It is further agreed that any secured lender may, at its option, elect to make this Lease superior to its mortgage, deed to secure debt, or other instrument referred to herein, by written notice thereof to the Tenant. Landlord shall, without charge, have Landlord's mortgagees enter into a Subordination, Non-Disturbance and Attornment Agreement with Tenant whereby Landlord's lender shall agree, provided that Tenant is not in default or has cured any default under the Lease, not to terminate said Lease, nor interfere with Tenant's use and enjoyment of the Leased Premises and Common Areas in any foreclosure or other similar proceeding or in case lender, or other purchaser takes possession of the property for any reason.

19.2 Landlord and Tenant shall, upon request by the other, and without charge, execute and deliver to the other party, in recordable form, an Estoppel Certificate stating that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, with the modifications duly stated. A certificate shall not modify or change the provisions of this Lease.

19.3 Landlord agrees to cooperate with Tenant's financial institution regarding perfecting the financial institution's valid security interest in the Tenant's property and in furtherance thereof, ~~Landlord shall execute, without charge, reasonable Landlord's waiver documents as required by~~ Tenant's financial institution.

19.4 In the event of a sale, transfer, or assignment of Landlord's interest in the the Shopping Center or any part thereof, or in the event any proceedings are brought for the foreclosure of, or for the exercise of any power of sale under any mortgage made by Landlord covering the Shopping Center or any part thereof, Tenant agrees to attorn to and recognize such transferee, purchaser, or mortgagee as Landlord under this Lease, and Tenant shall execute an agreement as aforesaid in confirmation of such attornment, as such transferee, purchaser or mortgagee may request.

20. ASSIGNMENT AND SUBLETTING

20.1 Tenant shall not have the right to assign this Lease or sublet the Leased Premises without the express written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Notwithstanding its right to assign this Lease or to sublet said Leased Premises, Tenant shall remain liable for the performance of the terms, conditions and covenants of this Lease.

20.2 Notwithstanding the above Section 20.1, Tenant shall have the right, without Landlord's approval, to sublet portions of the Leased Premises, to grant concession and license agreements with respect to the Leased Premises, and to assign this Lease or sublet all of the Leased Premises to any affiliated or subsidiary corporation, or to any corporation, person, or other legal entity wholly owning as a subsidiary of the Tenant herein, or to any corporation or other legal entity resulting from the consolidation or merger of Tenant with any other business organization.

21. FORCE MAJEURE

In the event that either party shall be delayed or hindered in or prevented from doing or performing any act or thing required by this Lease (other than the payment of money) by reason of strikes, lockouts, casualties, acts of God, labor troubles, inability to procure materials, governmental laws or regulations, riots, insurrection, war or other causes beyond its reasonable control, then such party shall not be liable or responsible for any such delays, and the doing or performing of such act or thing shall be excused for the period of the delay, and the period of performance of any such act shall be extended for a period equivalent to the period of such delay.

22. LANDLORD DEFAULT

In the case of a monetary default, Landlord shall have a period of thirty (30) days after written notice thereof from Tenant to cure such monetary default. In the case of a non-monetary default, Landlord shall commence promptly with diligent efforts to cure such default after receipt of written notice from Tenant specifying the nature of such default and shall complete such cure within thirty (30) days thereafter, provided that if the nature of the non-monetary default is such that it cannot be cured within such thirty (30) day period, Landlord shall have such additional time as may be reasonably necessary to complete its performance. In the event that the Landlord has not cured such default within the time period herein provided, or as provided in Section 8.3, if applicable, the Tenant shall have the right to cure such default and the costs expended by the Tenant in so doing

shall be reimbursed by Landlord to Tenant within thirty (30) days of receipt of a bill therefor from Tenant. In addition, the Tenant shall have the right to pursue any other remedy at law or in equity against the Landlord.

23. COMMON AREAS

23.1 Tenant agrees to pay monthly to Landlord, as additional rent, in advance on the first business day of each month commencing on the Commencement Date of this Lease as Tenant's share of the costs incurred by the Landlord pursuant to subsection (b) below, its pro rata share of common area maintenance costs ("Common Area Maintenance Costs") incurred by Landlord as hereinafter provided. However, in the event that Tenant's pro rata share (as hereinafter defined) of the annual aggregate cost incurred by Landlord in performing the maintenance functions provided for in this Section 23, shall exceed the annual amount paid by Tenant pursuant to subsection (a) below, then and in such event, Tenant shall pay to Landlord, within thirty (30) days after Tenant's receipt of Landlord's bill therefor, the difference between Tenant's pro rata share of such annual expenses and the aggregate amount paid by Landlord for the preceding twelve (12) month period.

(a) Tenant's pro rata share shall mean the amount arrived at by multiplying the total expenses incurred by Landlord in connection with such maintenance functions by a fraction of the numerator of which is the floor area of the Leased Premises and the denominator of which is the total leasable ground floor area in the entire building in which the Leased Premises is situated. At Landlord's discretion, but not more frequently than annually, the monthly payment set forth in this subsection (a) shall be appropriately adjusted for the succeeding twelve (12) month period, so that said monthly payment shall equal one-twelfth ($1/12^{\text{th}}$) of Tenant's adjusted pro rata share for the preceding twelve (12) month period. Amounts payable by Tenant hereunder will be payable as rent without deduction or setoff. Tenant's failure to pay any amounts due under this Section 23, shall be deemed a default in the payment of rent, and Landlord shall have the same remedies as herein provided for such default.

(b) The costs and expenses of which Tenant will pay a pro rata share will be all costs and expenses of every kind and nature paid or incurred by Landlord in operating, managing, cleaning, signing, painting, protecting, equipping, lighting, repairing, replacing (the cost of any capital expenditure shall be amortized over the useful life of the asset) and maintaining all Common Areas of the buildings, including exterior painting. Such costs and expenses shall include, without limitation (including appropriate reserves): cleaning; fire and police protection and general security; repairing paving (which repairs shall include the filling of cracks and required resurfacing)); keeping the Common Areas properly supervised, drained, reasonably free of snow, ice, rubbish and other obstructions, and in a neat, clean, orderly and sanitary condition; the maintenance of any and all fire protection systems serving the entire Shopping Center; keeping the Common Areas suitably lighted; maintaining markers, painted lines, delineating parking spaces, and other means and methods of pedestrian and vehicular traffic control; maintaining adequate roadways, entrances, and exits; maintaining any planting and landscaped areas; maintenance and repair of all utilities and utility conduits situated within the Common Areas; fees for required licenses and permits; providing public liability, property damage, fire, extended coverage and such other insurance as Landlord deems appropriate on the Shopping Center and its improvements; total compensation and benefits (including premiums for workmen's compensation and other insurance) paid to or on behalf of

employees solely for their time allocated to the Shopping Center, and any other costs, charges and expenses that under generally accepted accounting principles would be regarded as maintenance and ~~operating expenses, and administrative costs equal to ten percent (10%) of the total cost and~~ expense of operating and maintaining the Common Areas.

24. TAXES

24.1 Tenant shall be obligated and hereby covenants to pay as additional rent during the term of this Lease, or any extension thereof, Tenant's pro rata share of all real estate taxes including expenses directly incurred by Landlord in contesting the validity of, in seeking a reduction in, or in seeking to prevent an increase in any such taxes or assessments, water and sewer rentals, duties and/or charges, assessments, levies or other governmental charges, general and special, and all other whatsoever, including any tax that may be levied on rents received by Landlord (hereinafter sometimes collectively referred to as "Impositions"), levied or assessed on the entire building or any part thereof or the Shopping Center (including land area) or interest therein, or Landlord's interest with respect thereto, or use, occupancy, or other possession thereof and the improvements thereon. Tenant's failure to make any such payment or additional rent hereunder shall be deemed a default in the payment of Rent, and Landlord shall have the same remedies as herein provided for such default.

24.2 As used in this Section 24, the Tenant's pro rata share shall be determined by multiplying any Imposition by a fraction, the numerator of which is the total number of square feet of the floor area of the Leased Premises and the denominator of which is the total leasable ground floor area in the entire building in which the Leased Premises is situated. Tenant shall pay to Landlord the Tenant's pro rata share within thirty (30) days after receipt from Landlord of a bill therefore. Notwithstanding the foregoing, in the event that any tax may be levied on rents received by Landlord, the Tenant's pro rata share shall be a fraction, the numerator of which is the Tenant's Rent and the denominator of which is all the rent received by the Landlord from the entire building.

24.3 Tenant shall pay monthly to Landlord, together with the payment of Rent, an amount equal to one-twelfth ($1/12^{\text{th}}$) of Tenant's pro rata share of the then current or last-determined annual aggregate amount of real estate tax or taxes assessed against the Shopping Center buildings.

24.4 Upon the termination of each tax year, Landlord shall determine the actual taxes for that year. To the extent that actual taxes exceed the estimate, Tenant shall pay on demand its proportionate share of said excess. Should the amount of actual tax be less than the estimate, Landlord shall return the overpayment to the Tenant within ten (10) days. In the initial year of the term of this Lease, Tenant's share of taxes shall be based on the estimate for the entire tax year in which the term commences. Tenant's share of taxes shall be determined pursuant to the provisions of this Section 24 and payment shall be made in equal monthly installments beginning with the month during which the term of this Lease commences.

24.5 In the event this Lease shall terminate on a date other than the end of a tax year, Tenant's share of taxes shall be based on the estimate for the entire tax year in which this Lease terminates, and shall be computed pursuant to the provisions of this Section 24.

24.6 Tenant shall pay Landlord within twenty-one (21) days after receipt of Landlord's bill

therefor, any and all taxes, assessments, license fees, and public charges levied, assessed or imposed and which become payable during the Lease term upon Tenant's leasehold improvements, fixtures, furniture, appliances, exterior signs and personal property installed or located in or on the Premises. If any such taxes, assessments, license fees, or public charges are not levied, assessed or imposed separately upon such property, a fair and equitable allocation of such taxes, assessments license fees or public charges shall be made between such property and all other property included in the same tax assessment or other bill.

25. QUIET ENJOYMENT

The Landlord covenants that Tenant, upon payment of Rent and performing Tenant's obligations under this Lease, shall peaceably and quietly have, hold, and enjoy the Leased Premises, the Common Areas and appurtenances, for the term of this Lease without hindrance or molestation by Landlord or any other person lawfully claiming by, through, or under the Landlord.

26. RECORDING

Tenant agrees that it will not record this Lease or otherwise make it a matter of public record unless required in any litigation involving Tenant. If the Tenant or Landlord requests, the parties will enter into a short form Lease, describing the Leased Premises and the term of the Lease and including any other items necessary to permit the recording of such short form Lease. Such recording, if requested by Tenant, shall be at its cost and expense.

27. NOTICES

Whenever any notices are required or permitted under this Lease, such notice shall be in writing addressed to the party to whom it is intended and to be delivered at the address set forth in the introductory paragraph of this Lease, or such other address as specified by written notice delivered in accordance with the terms of this Section 27. Notices to each party shall be sent by certified mail, return receipt requested, or by bonded overnight courier, and shall be effective upon receipt or refusal to accept delivery. Notices delivered to the Leased Premises shall not constitute notice to Tenant under the terms of this Lease.

28. HEADINGS

The section headings in this Lease are for convenience only, they are not a part of this Lease, they do not in any way limit or amplify the terms and provisions of this Lease, and they should not be used to determine the intent of the parties.

29. WAIVER OF SUBROGATION

Notwithstanding anything to the contrary contained herein, Landlord hereby releases Tenant, and Tenant hereby releases Landlord, to the extent of their respective fire (with extended coverage endorsement) insurance policies from all claims for loss or damage to the property of the other, whether or not caused by the act or negligence of the other. If at any time the insurance carrier of either party refuses to write (and no other responsible insurance carrier will write) insurance policies

which consent to or permit such releases of liability, then such party shall notify the other party and upon the giving of such notice, this Section 29 shall be void and of no effect.

30. BROKERAGE

Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Lease.

31. RULES

The Landlord reserves the right to adopt and promulgate, from time to time, rules and regulations, and to amend and supplement the same, applicable to the occupancy of the building of which the Leased Premises form a part and to the parking spaces and Common Areas provided, however, any rules and regulations issued by the Landlord shall not interfere with the operation or conduct of the Shopping Center as a retail center and Tenant's business, and shall apply equally to all tenants. Notice of such rules, regulations, and amendments and supplements thereto, if any, shall be given to the Tenant. The violation of a rule or regulation by itself shall not be considered a default, nor shall the rules and regulations require Tenant to contribute monetarily to a merchants' association or otherwise increase Tenant's obligations or liabilities under this Lease.

32. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

Tenant shall be responsible for and shall bear all costs and expenses associated with any and all alterations to the Leased Premises or the building within which the Leased Premises are located and the common areas serving the Leased Premises which may be required by the Americans with Disabilities Act of 1990 (the "ADA"), for the accommodation of disabled individuals who may be employed from time to time by Tenant, or any disabled customers, clients, guests, or invitees or sublessees. Tenant shall indemnify and hold Landlord harmless from and against any and all costs incurred arising from the failure of the Leased Premises to conform with the ADA, including the cost of making any alterations, renovations or accommodations required by the ADA, or any government enforcement agency, or any court, any and all fines, civil penalties, and damages awarded against Landlord resulting from a violation or violations of the ADA, and all reasonable legal expenses and court costs incurred in defending claims made under the ADA, including reasonable attorney's fees.

33. EXCLUSIVE

33.1 During such time as Tenant occupies the Leased Premises for the retail sale of general merchandise in the style and manner conducted in other Ocean State Job Lot stores, Landlord shall not lease, use, or permit to be used an other portion of the premises in the Shopping Center for the conduct of a general merchandise retail or discount store business operation which regularly or with significant frequency sells merchandise of the types or qualities now commonly known as "job lot", "odd lot", "close out", "clearance", "discontinued", "overstock", "cancellation", "second", "factory reject", "sample", "floor model", "demonstrator", "obsolescent", "distressed", "bankruptcy", "fire sale", or "damaged"; provided, however, that nothing herein shall prevent Landlord from leasing to any off-price retailers including, but not limited to, T.J. Maxx, Kmart, Target, Marshalls or any

home improvement stores including, but not limited to, Lowe's or Home Depot.

~~33.2 In the event Landlord shall violate any of the provisions of this Section 33, Tenant, at any time thereafter, may pursue any legal or equitable remedy against the Landlord.~~

34. ENTIRE AGREEMENT

This writing contains the entire agreement between the parties. No agent, representative, or officer of Landlord has made any statement, agreement or representation (either oral or in writing) modifying, adding or changing the terms and conditions set forth in this Lease. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the parties.

35. INTERPRETATION

The parties agree that in the event that a judicial interpretation of any of the terms or provisions of this Lease is required, that it is their desire that the court shall not construe the language against either party on the basis, or for the reason, that one party or the other was responsible for the drafting of this Lease.

36. BINDING EFFECT

36.1 Upon the execution and delivery of this Lease by both parties, this Lease shall bind and inure to the benefit of the parties and their respective successors and assigns.

36.2 The term "Landlord" as used in this Lease means only the owner of the time being of the land and building (or the owner of a lease of the building) of which the Leased Premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, the said Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder.

37. NOTICE TO MORTGAGEE

After receiving notice from any person, firm, or other entity that it holds a mortgage which includes the Leased Premises as part of the mortgaged premises, no notice from Tenant to Landlord shall be effective unless and until a copy of the same is given to such holder, and such holder is given a reasonable time thereafter to cure any default referred to therein. The curing of any of Landlord's defaults by such holder shall be treated as performance by Landlord.

38. INVALIDITY

If any term, covenant, condition or provision of this Lease, or their application thereof to any person or circumstances shall, to any extent, be 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, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

39. RELATIONSHIP

The relationship between the parties is solely that of Landlord and Tenant, and nothing in this Lease shall be construed as creating a partnership or joint venture between the parties, it being the express intent of Landlord and Tenant that the business of Tenant on the Leased Premises and elsewhere, and the associated good will, shall be and remain the sole property of Tenant.

[signatures appear on next page]

THIS LEASE has been executed by the parties as of the date specified above.

WITNESSES:



LANDLORD

OSJ OF NORTH ADAMS, LLC


By:



Name: John D. Conforti

Title: Manager

WITNESSES:



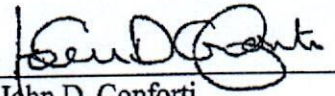
TENANT

OCEAN STATE JOB LOT OF MA2013, LLC

By: OCEAN STATE JOB LOT STORES OF
MA, INC.

Its: Manager

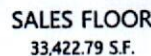
By:

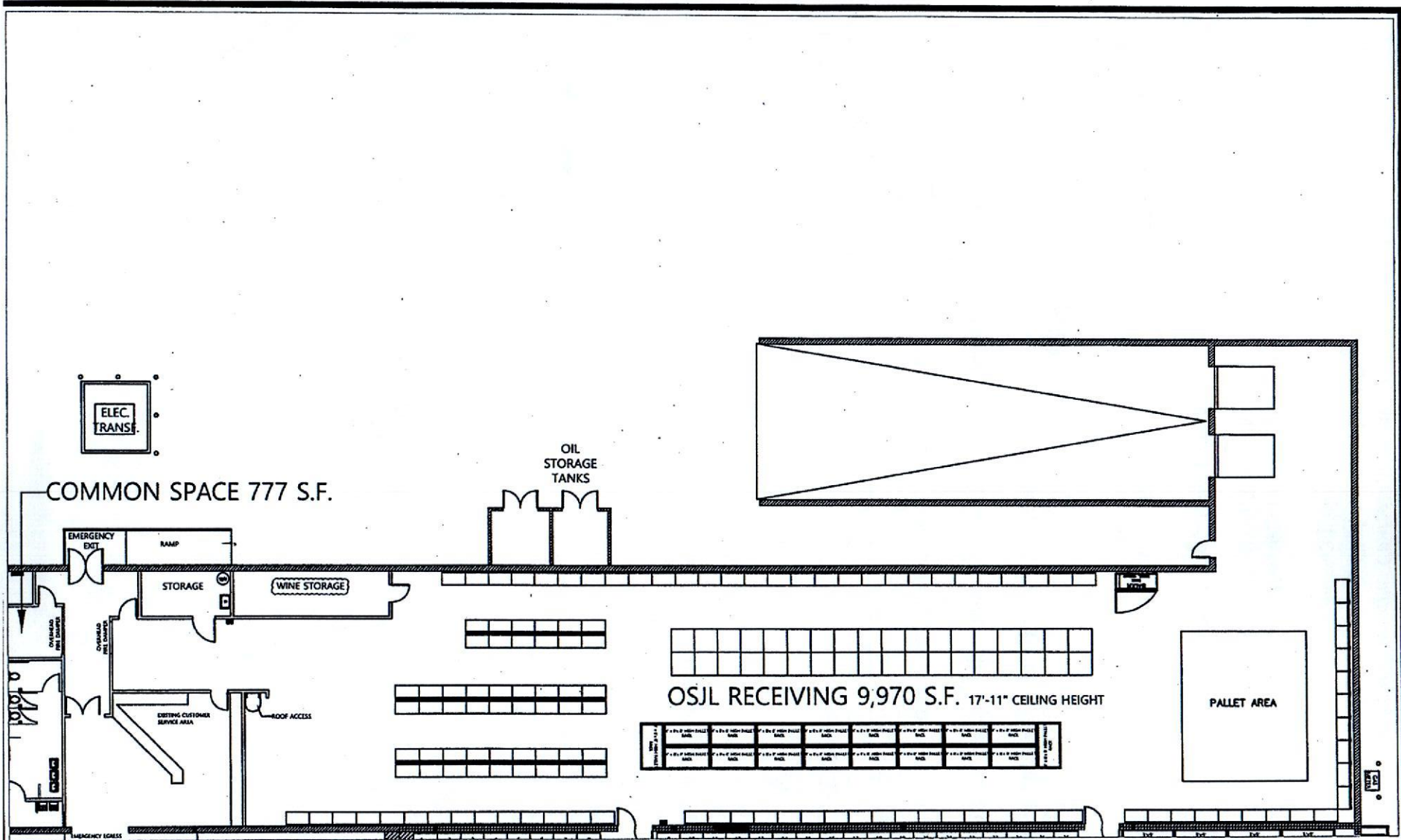


Name: John D. Conforti

Title: Chief Financial Officer

EXHIBIT "B"
Subtenant Space





CITY NORTH ADAMS		STORE NUMBER 246	TOTAL SF: 46,308	RETAIL SF: 33,423	STOCKROOM SF: 9,970	VESTIBULE: 1,049	NON SALES: 1,866	MEZZANINE: 0	CEILING HEIGHTS SALES FLOOR: XX-XX STOCKROOM: XX-XX
STOCKROOM	LAST UPDATED: 12/7/20 (Wine)		STATE MA						



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

5a42190c-9d6b-43b5-b443-dfb6e8683499
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 OSJL Spirits, LLC

ADDRESS 375 Commerce Park Road

CITY/TOWN North Kingstown

STATE RI

ZIP CODE 02852

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/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other | <input type="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