

**IX. HOMEOWNER LICENSE EXEMPTION**

**Supplement #1**

The current exemption for "homeowner" was extended to include owner-occupied dwellings of two units or less and to allow such homeowners to engage an individual for hire who does not possess a license, provided that the owner acts as supervisor. (State Building Code Section 110.5)

**DEFINITION OF HOMEOWNER:**

Person(s) who own a parcel of land on which he/she resides or intends to reside, on which there is, or is intended to be, a one to two family dwelling, attached or detached structures accessory to such use and /or farm structures. A person who constructs more than one home in a two-year period shall not be considered a homeowner. Such "homeowner shall submit to the Building Official, on a form acceptable to the Building Official, that he/she shall be responsible for all such work performed under the building permit. (Section 110.5)

The undersigned "homeowner assumes responsibility for compliance with the State Building Code and other applicable codes, ordinance, rules and regulations, and will comply with the City of New Bedford Building Department minimum inspection procedures and requirements.

HOMEOWNERS SIGNATURE \_\_\_\_\_

**X. CONSTRUCTION DEBRIS DISPOSAL**

**Supplement #2**

In accordance with provisions of Massachusetts General Law C40, S54, debris resulting from this work shall be disposed of in a properly licensed solid waste disposal facility as defined by Massachusetts General Law C111, S150A.

The debris will be disposed of in: ALLEN WARE / BOSTON  
(Location of Facility)

Date

12-11-14

Signature of Permit Applicant \_\_\_\_\_

**XI. HOME IMPROVEMENT CONTRACTOR LAW AFFIDAVIT**

(Residential Use Only) Supplement to Permit Application

**Supplement #3**

MGLc. 142 A requires that the "reconstruction, alteration, renovation, repair, modernization, conversion, improvement, removal, demolition, or construction of an addition to any pre-existing owner-occupied building containing at least one but not more than four dwelling units... or to structures which are adjacent to such residence of building" be conducted by registered contractors, with certain exceptions, along with other requirements.

Type of Work: C.O.T. + INT. ALT. Little Cedars Est. Cost 100,000

Address of Work: 37-41 Rockdale Ave

Owner Name: \_\_\_\_\_ Date of Permit Application: \_\_\_\_\_

I hereby certify that: Registration is not required for the following reason(s):

Work excluded by law  Job under \$1,000  Building not owner-occupied  Owner obtaining own permit

Other (specify) \_\_\_\_\_

Notice is hereby given that: **OWNERS OBTAINING THEIR OWN PERMIT OR EMPLOYING UNREGISTERED CONTRACTORS FOR APPLICABLE HOME IMPROVEMENT WORK DO NOT HAVE ACCESS TO THE ARBITRATION PROGRAM OF GUARANTY FUND UNDER MGLC. 142A.**

signed under penalties of perjury: I hereby apply for a permit as the agent of the owner:

12-11-14 \_\_\_\_\_  
Date Contractor Signature

Registration No. \_\_\_\_\_

OR: Notwithstanding the above notice, I hereby apply for a permit as the owner of the above property:

\_\_\_\_\_ Date Owner Signature

**XII. BUILDING COMMISSIONERS REVIEW COMMENTS AND CONDITIONS**

C. Building Permit Rejected  SPECIAL PERMIT - ZBA

Fee

Reason For Rejection:

SEE ATTACHMENTS

Comments and Conditions:

Signed Danny M. Romanowicz Date: \_\_\_\_\_ 20\_\_\_\_

Title Building Commissioner  
Not valid unless signed (not stamped) by Building Commissioner





Location: 37 41 ROCKDALE AVE

Parcel ID: 19 49

Zoning: MUB

Fiscal Year: 2015

Card#: 2

**Current Owner Information:**  
 37 - 41 ROCKDALE AVENUE LLC  
 200 SOUTH STREET  
 NEW PROVIDENCE, NJ 07974

**Current Sales Information:**  
 Sale Date:

Sale Price:  
 \$0.00  
 Legal Reference:

This Parcel has 2 cards :  
 - 1 - 2 -

Grantor:

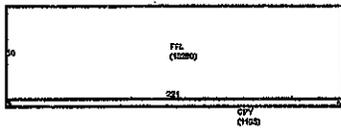
This Parcel contains 0.000 acres of land mainly classified for assessment purposes as RETAIL with a(n) GENERAL RETAIL style building, built about 1970, having Stucco exterior, Rolled Composition roof cover and 13260 Square Feet, with 8 unit(s), total room(s), total bedroom(s) 0 total bath(s), 0 3/4 baths, and 11 total half bath(s).

**Building Value:**  
 491500

**Land Value:**  
 0

**Yard Items Value:**  
 0

**Total Value:**  
 491500



**Fiscal Year 2015**

Tax Rate Res.: 15.73  
 Tax Rate Com.: 33.56  
 Property Code: 325  
 Total Bldg Value: 1440200  
 Total Yard Value: 50600  
 Total Land Value: 795600  
 Total Value: 2286400  
 Tax: \$76,731.59

**Fiscal Year 2014**

Tax Rate Res.: 15.16  
 Tax Rate Com.: 31.08  
 Property Code: 325  
 Total Bldg Value: 1426200  
 Total Yard Value: 50600  
 Total Land Value: 818300  
 Total Value: 2295100  
 Tax: \$71,331.71

**Fiscal Year 2013**

Tax Rate Res.: 14.33  
 Tax Rate Com.: 29.54  
 Property Code: 325  
 Total Bldg Value: 1552800  
 Total Yard Value: 50900  
 Total Land Value: 818300  
 Total Value: 2422000  
 Tax: \$71,545.89

Disclaimer: Classification is not an indication of uses allowed under city zoning.  
 This information is believed to be correct but is subject to change and is not warranted.

ORCHARD

INDIAN

**SECTION 2000. USE AND DIMENSIONAL REGULATIONS.****2100. DISTRICTS.**

2110. Establishment. For the purposes of this Ordinance, the City of New Bedford is hereby divided into the following districts:

- Residence A District (RA)
- Residence B District (RB)
- Residence C District (RC)
- Residence AA District (RAA)
- Mixed Use Business District (MUB)
- Planned Business District (PB)
- Industrial A District (IA)
- Industrial B District (IB)
- Industrial C District (IC)
- Waterfront Industrial District (WI)
- Downtown Business Overlay District (DBOD)
- Riverside Avenue Mill Overlay District (RAMOD)

The following overlay districts are also hereby created:

- Flood Hazard Overlay District (FHOD)
- Downtown Overlay District
- Working Waterfront Overlay District
- Wamsutta Mill Overlay District (WMOD)
- Cove Street Mill Overlay District (COSMOD)
- Mott-David-Ruth Mill Overlay District (MDRMOD)
- Soule Mill Overlay District (SMOD)

Except as otherwise provided herein, the boundaries of these districts are defined and set forth on the map entitled, "Zoning Map, City of New Bedford, dated \_\_\_\_\_," as may be subsequently amended by vote of the City Council. This map is on file with the City Clerk. The zoning map, with all explanatory matter thereon, is hereby made a part of this Ordinance. The boundaries of all land use zoning districts adjoining tidal waters shall extend to the low water mark as defined in regulations promulgated pursuant to M.G.L.A. c. 91 by the Massachusetts Department of Environmental Protection.

(Ord. of 12-23-03, § 1; Ord. of 6-7-04, § 1; Ord. of 1-27-06, § 1)

2120. Boundary Definition. Except when labeled to the contrary, boundary or dimension lines shown approximately following or terminating at street, railroad, or utility easement center or layout lines, boundary or lot lines at water body shoreline or the channel of a stream, shall be construed to be actually at those lines; when shown approximately parallel, perpendicular, or at an angle to such lines shall be construed to be actually parallel, perpendicular, or at an angle thereto. When not located in any other way, boundaries shall be determined by scale from the map.

(Ord. of 12-23-03, § 1)

**State law references:** Zoning districts generally, M.G.L.A. c. 40A, § 4.

## 2200. USE REGULATIONS.

2210. General. No structure shall be erected or used or land used except as set forth in Section 2230, "Table of Use Regulations", unless otherwise provided by this Ordinance or by statute. Uses not expressly provided for herein are prohibited. Not more than one principal structure shall be placed on a lot, except in accordance with Section 2330.

Symbols employed below shall mean the following:

Y - A permitted use.

N - An excluded or prohibited use.

BA - A use authorized under special permit from the Board of Appeals as provided under Section 5300.

CC - A use authorized under special permit from the City Council as provided under Section 5300.

PB - A use authorized under special permit from the Planning Board as provided under Section 5300.

2220. Applicability. When an activity might be classified under more than one of the following uses, the more specific classification shall govern; if equally specific, the more restrictive shall govern.

2230. Table of Use Regulations. See Appendix A.

(Ord. of 12-23-03, § 1)

## 2300. ACCESSORY BUILDINGS AND USES.

2310. General. Any use permitted as a principal use is also allowed as an accessory use, as are others customarily accessory and incidental to permitted principal uses. Accessory uses are permitted only in accordance with lawfully existing principal uses. An accessory use may not, in effect, convert a principal use to a use not permitted in the zoning district in which it is located. Where a principal use is permitted under special permit, its accessory use is also subject to the special permit. In all instances where site plan review and approval is required for a principal use, the addition of any new accessory use to the principal use, where such addition exceeds the thresholds established in Section 5400, shall also require site plan review and approval.

2320. Accessory Uses.

2321. Accessory Scientific Uses. Uses, whether or not on the same parcel as activities permitted as a matter of right, which are necessary in connection with scientific research or scientific development or related production, may be permitted upon the issuance of a special permit by the Board of Appeals, provided that the Board of Appeals finds that the proposed use does not substantially derogate from the public good.

2322. Boarders in Single-Family Dwelling. The renting of rooms and/or furnishing of board to not more than two (2) persons in an owner occupied single-family dwelling by the owner/occupant thereof shall be a permitted accessory use. The renting of rooms and/or furnishing of board to three (3) or more persons in an owner occupied single-family dwelling by the owner/occupant thereof shall be deemed a boarding house subject to the provisions of Section 2230, herein.

2323. Family Day Care Homes. In all districts, family day care may be provided as an accessory



MUR 17. N.I.

8. Funeral home	B	A	B	A	B	A	B	A	B	A	N	N	N	N	N	N	N	N
9. Adult entertainment establishment	N	N	N	N							CC							
10. Bed & Breakfast	B	A	B	A	B	A	B	A	B	A	N	N	N	N	N	N	N	N
11. Motel, hotel or inn	N	N	N	N							Y	Y	Y	Y	Y	Y	Y	Y
12. Retail stores and services not elsewhere set forth	N	N	N	N							Y	Y	Y	Y	Y	Y	Y	Y
13. Motor vehicle sales and rental	N	N	N	N							CC							
14. Motor vehicle general repairs	N	N	N	N							CC							
15. Motor Vehicle body repairs	N	N	N	N							N	N	N	N	N	N	N	N
16. Motor vehicle light service	N	N	N	N							CC							
17. Restaurant	N	N	N	N							Y	Y	Y	Y	Y	Y	Y	Y
18. Restaurant, fast food	N	N	N	N							B	A	B	A	N	B	A	N
19. Business or professional office	N	N	N	N							Y	Y	Y	Y	Y	Y	Y	Y
20. Medical offices, center, or clinic	N	N	N	N							BA	B	A	B	A	N	B	A
21. Bank, financial agency	N	N	N	N							Y	Y	Y	Y	Y	Y	Y	Y
22. Indoor commercial recreation	N	N	N	N							Y	Y	Y	Y	Y	Y	Y	Y
23. Outdoor commercial recreation	N	N	N	N							BA	B	A	B	A	N	B	A
24. Wireless Communications Facilities	P	B	P	B	P	B	P	B	P	B	P	B	P	B	P	B	P	B
25. Theatres and auditoriums	N	N	N	N							P	B	N	N	N	N	N	N
26. Convention Centers	M	M	M	M							P	B	P	B	P	B	P	B
<b>D. INDUSTRIAL</b>																		
1. Earth removal	N	N	N	N							N	N	N	N	N	N	N	N
2. Manufacturing	N	N	N	N							N	Y	Y	Y	Y	Y	Y	Y
3. Light manufacturing	N	N	N	N							N	Y	Y	Y	Y	Y	Y	Y
4. Research, development or testing laboratories and facilities	N	N	N	N							Y	Y	Y	Y	Y	Y	Y	Y
5. Fish processing	N	N	N	N							N	N	N	N	Y			
6. Wholesale, warehouse, self-storage mini-warehouse, or distribution facility	N	N	N	N							N	Y	Y	Y	Y	Y	Y	Y
7. Transportation terminal	N	N	N	N							N	Y	Y	Y	Y	Y	Y	Y
8. Water freight terminal	N	N	N	N							N	N	N	N	Y			
9. Businesses engaged in the sale, distribution or storage of grain, petroleum products, building materials and industrial machinery provided that such businesses shall be primarily reliant upon a waterfront location or shall be in direct support of an industrial use which requires a waterfront location	N	N	N	N							N	N	N	N	Y			
10. Businesses engaged in the sale, distribution or storage of grain, petroleum products, building materials and industrial machinery	N	N	N	N							N	N	CC		NN			
11. Businesses engaged in salvaging, dismantling and reprocessing of scrap and waste materials including building materials, motor vehicles, machinery and equipment, paper, rags or any other discarded material, provided that such business shall be primarily reliant upon a waterfront location	N	N	N	N							N	N	N	N	Y			
12. Junkyard or automobile graveyard	N	N	N	N							N	N	N	N	N			
13. Contractor's yard	N	N	N	N							Y	Y	Y	Y	Y	NN		
14. Low-level radioactive or nuclear waste facility	N	N	N	N							N	N	N	N	N			
15. Tire recycling & re-treading	N	N	N	N							N	N	N	N	N			
16. Batch asphalt & concrete plants	N	N	N	N							N	N	CC		NN			

(Ord. of 12-23-03, § 1; Ord. of 12-8-05, §§ 2-4; Ord. of 3-16-11, § 1)

fiscal year.

(Ord. of 12-23-03, § 1)

5220. Powers. The Board of Appeals shall have and exercise all the powers granted to it by M.G.L.A. c. 40A, c. 40B, and c. 41 and by this Ordinance. The Board's powers are as follows:

5221. To hear and decide applications for special permits. Where specified herein, the Board of Appeals shall serve as the special permit granting authority, to act in all matters in accordance with the provisions of Section 5300, or as otherwise specified.

5222. To hear and decide appeals or petitions for variances from the terms of this Ordinance, with respect to particular land or structures, as set forth in M.G.L.A. c. 40A, § 10. The Board of Appeals may not grant use variances.

5223. To hear and decide appeals taken by any person aggrieved by reason of his inability to obtain a permit or enforcement action from any administrative officer under the provisions of M.G.L.A. c. 40A, §§ 7, 8 and 15.

5224. To hear and decide comprehensive permits for construction of low or moderate income housing by a public agency or limited dividend or nonprofit corporation, as set forth in M.G.L.A. c. 40B, §§ 20-23.

(Ord. of 12-23-03, § 1)

5230. Regulations. The Board of Appeals may adopt rules and regulations for the administration of its powers.

(Ord. of 12-23-03, § 1)

5240. Fees. The Board of Appeals may adopt reasonable administrative fees and technical review fees for petitions for variances, administrative appeals, and applications for comprehensive permits.

(Ord. of 12-23-03, § 1)

State law references: Zoning board of appeals, M.G.L.A. c. 40A, § 14 et seq.

**5300 SPECIAL PERMITS**

5310. Special Permit Granting Authority. The Zoning Board of Appeals, the Planning Board or the City Council shall act as the Special Permit Granting Authority under this Chapter as specifically designated in a particular Section or in accordance with the Specific Designations in the Table of Principal Use Regulations under Appendix A of this Chapter.

(Ord. of 12-23-03, § 1; Ord. of 12-8-05, § 1)

5320. Criteria. Special permits shall be granted by the special permit granting authority, unless otherwise specified herein, only upon its written determination that the benefit to the City and the neighborhood outweigh the adverse effects of the proposed use, taking into account the characteristics of the site and of the proposal in relation to that site. In addition to any specific factors that may be set forth in this Ordinance, the determination shall include consideration of each of the following:

- 5321. Social, economic, or community needs which are served by the proposal;
- 5322. Traffic flow and safety, including parking and loading;
- 5323. Adequacy of utilities and other public services;
- 5324. Neighborhood character and social structures;
- 5325. Impacts on the natural environment; and
- 5326. Potential fiscal impact, including impact on City services, tax base, and employment.

(Ord. of 12-23-03, § 1)

5330. Procedures. Applications for special permits shall be filed in accordance with the rules and regulations of the various special permit granting authorities, as may be applicable.

(Ord. of 12-23-03, § 1)

5340. Plans. An applicant for a special permit shall submit a plan in substantial conformance with the requirements of Section 5400, herein.

(Ord. of 12-23-03, § 1)

5350. Development Impact Statement (DIS). At the discretion of the special permit granting authority, the submittal of a development impact statement (DIS) may be required. The DIS shall be prepared by an interdisciplinary team including a Registered Landscape Architect or Architect, a Registered Professional or Civil Engineer, and a Registered Surveyor.

5351. Physical Environment.

(a) Describe the general physical conditions of the site, including amounts and varieties of vegetation, general topography, unusual geologic, archeological, scenic and historical features or structures, location of significant viewpoints, stone walls, trees over sixteen (16) inches in diameter, trails and open space links, and indigenous wildlife.

(b) Describe how the project will affect these conditions, providing a complete physical description of the project and its relationship to the immediate surrounding area.

5352. Surface Water and Subsurface Conditions.

(a) Describe location, extent, and type of existing water and wetlands, including existing surface drainage characteristics, both within and adjacent to the site.

(b) Describe any proposed alterations of shore lines, marshes, or seasonal wet areas.

(c) Describe any limitations imposed on the project by the site's soil and water conditions.

(d) Describe the impact upon ground and surface water quality and recharge, including estimated phosphate and nitrate loading on groundwater and surface water from septic tanks, lawn fertilizer, and other activities within the site.

5353. Circulation Systems.

Project the number of motor vehicles to enter depart the site per average day and peak hour. Also state the number of motor vehicles to use streets adjacent to the site per average day and peak hour. Such data shall be sufficient to enable the special permit granting authority to evaluate (i) existing traffic on streets adjacent to or approaching the site, (ii) traffic generated or resulting from the site, and (iii) the impact of such additional traffic on all ways within and providing access to the site. Actual study results, a description of the study methodology, and the name, address, and telephone number of the person responsible for implementing the study, shall be attached to the DIS.

5354. Support Systems.

(a) Water Distribution: Discuss the types of wells or water system proposed for the site, means of providing water for firefighting, and any problems unique to the site.

(b) Sewage Disposal: Discuss the type of on-site or sewer system to be used, suitability of soils, procedures and results of percolation tests, and evaluate

impact of disposal methods on surface and groundwater.

(c) **Refuse Disposal:** Discuss the location and type of facilities, the impact on existing City refuse disposal capacity, hazardous materials requiring special precautions.

(d) **Fire Protection:** Discuss the type, location, and capacity of fuel storage facilities or other flammables, distance to fire station, and adequacy of existing firefighting equipment to confront potential fires on the proposed site.

(e) **Recreation:** Discuss the distance to and type of public facilities to be used by residents of the proposed site, and the type of private recreation facilities to be provided on the site.

(f) **Schools:** Project the increase to the student population for nursery, elementary, junior high school, and high school levels, also indicating present enrollment in the nearest public schools serving these categories of students.

**5355. Phasing.** Where development of the site will be phased over more than one year, indicate the following:

(a) Describe the methods to be used during construction to control erosion and sedimentation through use of sediment basins, mulching, matting, temporary vegetation, or covering of soil stockpiles. Describe the approximate size and location of portion of the parcel to be cleared at any given time and length of time of exposure.

(b) Describe the phased construction, if any, of any required public improvements, and how such improvements are to be integrated into site development.

(Ord. of 12-23-03, § 1)

**5360. Conditions.** Special permits may be granted with such reasonable conditions, safeguards, or limitations on time or use, including performance guarantees, as the special permit granting authority may deem necessary to serve the purposes of this Ordinance.

(Ord. of 12-23-03, § 1)

**5370. Lapse.** Special permits shall lapse if a substantial use thereof or construction thereunder has not begun, except for good cause, within twelve (12) months following the filing of the special permit approval (plus such time required to pursue or await the determination of an appeal referred to in M.G.L.A. c. 40A, § 17, from the grant thereof) with the City Clerk.

(Ord. of 12-23-03, § 1)

**5380. Regulations.** The special permit granting authority may adopt rules and regulations for the administration of this Section.

(Ord. of 12-23-03, § 1)

**5390. Fees.** The special permit granting authority may adopt reasonable administrative fees and technical review fees for applications for special permits.

(Ord. of 12-23-03, § 1)

**State law references:** Special permits, M.G.L.A. c. 40A, § 9.

#### **5400. SITE PLAN REVIEW.**

**5410. Purpose.** The purpose of this Section is to provide for individual detailed review of development proposals which have an impact on the natural or built environment of the City in order to promote the



Rejection Customer Copy 2.BA



City of New Bedford, Massachusetts  
 Building Department  
 Application for Plan Examination  
 Unit 6 and Building Permit

FOR BUILDING DEPT. USE  
 DATE RECEIVED: DEC 11 1988  
 RECEIVED BY: [Signature]  
 ISSUED BY: [Signature]

IMPORTANT - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE - PRINT

(AT LOCATION) 37-XI ROCKDALE AVE  
 (NO) (STREET)  
 BETWEEN 19 (CROSS STREET) AND 19 (CROSS STREET)  
 PLOT 19 LOT 19 DISTRICT MUB ACCEPTED STREET \_\_\_\_\_  
 PLANS FILED.  YES  NO

Permit No. \_\_\_\_\_  
 Complete

II. TYPE AND COST OF BUILDING - all applicants complete parts A through D - PRINT

A. TYPE OF IMPROVEMENT *C.O.T. with INT. ALT. (UNIT 6)*

1  New Building  
 2  Addition (if residential, enter number of new housing units added, if any, in Part D, 14)  
 3  Alteration (if residential, enter number of new housing units added, if any, in Part D, 14)  
 4  Repair, replacement  
 5  Demolition (if multifamily residential, enter number of units in building in Part D, 14, if non-residential indicate most recent use checking D-18 - D-3)  
 6  Moving (relocation)  
 7  Foundation only

D.1 PROPOSED USE - For demolition most recent use

Residential  
 13  One family  
 14  Two or more family - Enter number of units \_\_\_\_\_  
 15  Transient hotel, motel, or dormitory - Enter number of units \_\_\_\_\_  
 16  Garage  
 17  Carport  
 18  Other - Specify *Store Strip Mall*

Nonresidential  
 19  Amusement, recreational  
 20  Church, other religious  
 21  Industrial  
 22  Parking garage  
 23  Service station, repair garage  
 24  Hospital, institutional  
 25  Office, bank, professional  
 26  Public utility  
 27  School, library, other educational  
 28  Stores, mercantile  
 29  Tanks, towers  
 30  Funeral homes  
 31  Food establishments  
 32  Other - Specify \_\_\_\_\_

B. OWNERSHIP

8  Private (individual, corporation, nonprofit institution, etc.)  
 9  Public (Federal, State, or local government)

D.2. Does this building contain asbestos?  
 YES  NO If yes complete the following:  
 Name & Address of Asbestos Removal Firm: \_\_\_\_\_

C. COST (Omit cents)

10. Cost of construction ..... \$ 65,000-  
 To be installed but not included in the above cost  
 a. Electrical ..... 15,000-  
 b. Plumbing ..... 50,000-  
 c. Heating, air conditioning ..... 10,000-  
 d. Other (elevator, etc.) ..... -0-  
 11. TOTAL VALUE OF CONSTRUCTION ..... 100,000-  
 12. TOTAL ASSESSED BLDG. VALUE .....

Submit copy of notification sent to DEQE and the State Dept. of Labor & Industries and results of air sample analysis after asbestos removal is completed.

D.3. Non-residential - Describe in detail proposed use of buildings, e.g., food processing plant, machine shop, laundry building at hospital, elementary school, secondary school, college, parochial school, parking garage for department store, rental office building, office building at industrial plant. If use of existing building is being changed, enter proposed use.

III. SELECTED CHARACTERISTICS OF BUILDING - For new buildings complete part E through I. For demolition, complete only parts G, H & I. For all others, (additions, alterations, repair, moving, foundation), complete E through I.

E. PRINCIPAL TYPE OF FRAME

33  Masonry (wall bearing)  
 34  Wood frame  
 35  Structural steel  
 36  Reinforced concrete  
 37  Other - Specify \_\_\_\_\_

G. TYPE OF SEWAGE DISPOSAL

43  Public or private company  
 44  Private (septic tank, etc.)

J. DIMENSIONS

53 Number of stories \_\_\_\_\_  
 54 Height \_\_\_\_\_  
 55 Total square feet of floor area, all floors based on exterior dimensions \_\_\_\_\_  
 56 Building length \_\_\_\_\_  
 57 Building width \_\_\_\_\_  
 58 Total sq. ft. of bldg. footprint \_\_\_\_\_  
 59 Front lot line width \_\_\_\_\_  
 60 Rear lot line width \_\_\_\_\_  
 61 Depth of lot \_\_\_\_\_  
 62 Total sq. ft. of lot size \_\_\_\_\_  
 63 % of lot occupied by bldg. (58-62) \_\_\_\_\_  
 64 Distance from lot line (front) \_\_\_\_\_  
 65 Distance from lot line (rear) \_\_\_\_\_  
 66 Distance from lot line (left) \_\_\_\_\_  
 67 Distance from lot line (right) \_\_\_\_\_

F. PRINCIPAL TYPE OF HEATING FUEL

38  Gas  
 39  Oil  
 40  Electricity  
 41  Coal  
 42  Other - Specify \_\_\_\_\_

H. TYPE OF WATER SUPPLY

45  Public or private company  
 46  Private (well, cistern)

I. TYPE OF MECHANICAL

Is there a fire sprinkler system?  
 47  YES 48  NO  
 Will there be central air conditioning?  
 49  Yes 50  No  
 Will there be an elevator?  
 51  Yes 52  No

OTHER APPLICABLE REVIEWS

K. FLOODPLAIN

Is location within flood hazard area? yes no  
 If yes, zone: \_\_\_\_\_ and base elevation \_\_\_\_\_

L. WETLANDS PROTECTION

Is location subject to flooding? \_\_\_\_\_  
 Is location part of a known wetland? \_\_\_\_\_  
 Has local conservation commission reviewed this site? \_\_\_\_\_

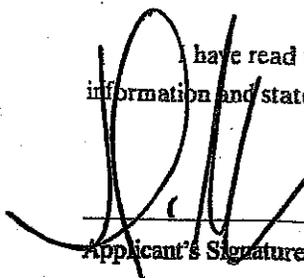
IV. IDENTIFICATION - ALL APPLICANTS - PLEASE PRINT

OWNER OR LESSEE NAME	MAILING ADDRESS	ZIP CODE	TELEPHONE NO.
REG Enterprises	37-41 Rock Dale Ave New Bedford, MA		508-117-4123
CONTRACTOR NAME	MAILING ADDRESS	ZIP CODE	TELEPHONE NO.
FRANK MICHENZI CONSTRUCTION	11 Sixth Rd Woburn, MA	LICENSE # CS-055862	781-935-8806 → (617)-590-1408
ARCHITECT NAME	MAILING ADDRESS	ZIP CODE	TELEPHONE NO.
D.F. Valente	571 Main St New Bedford, MA	LICENSE # 02155	781-395-0120
SIGNATURE OF OWNER	APPLICANT SIGNATURE	DATE	

Omission of reference to any provision shall not nullify any requirement of this code nor exempt any structure from such requirement.

The applicants understands and warrant that they will comply with all pertinent federal and state statutes, local ordinances and all federal, state, and local regulations, including those of the Architectural Barriers board, Department of Environmental Protection Agency and may be forwarded for review to all pertinent local city agencies which may express specific concerns. It is understood that the issuance of a permit shall not serve as an acceptance or acknowledgment of compliance nor exempt any structure from such requirement. The permit shall be a license to proceed with the work and shall not be construed as authority to violate, cancel, or set aside any of the provisions of the State Building Code or local code of ordinances, except as specifically stipulated by modification or legally granted variation in accordance with Section 122.0 of State Building Code or local code of ordinances.

I have read the above and sign under pain and penalty of perjury as to the truth of all of the information and statements contained in sections I through IV of this application.

 11 Sixth Rd Woburn, MA 01801  
 Applicant's Signature Address City

V. OTHER JURISDICTION APPROVALS AND NOTIFICATION

APPROVAL	CHECK	DATE OBTAINED	BY
Electrical			
Plumbing			
Fire Department			
Water			
Planning			
Conservation			
Public Works			
Health			
Licensing			
Other			

VI. ZONING REVIEW

DISTRICT: \_\_\_\_\_ USE: \_\_\_\_\_

FRONTAGE: \_\_\_\_\_ LOT SIZE: \_\_\_\_\_

SETBACKS:

FRONT: \_\_\_\_\_ LEFT SIDE: \_\_\_\_\_ RIGHT SIDE: \_\_\_\_\_ REAR: \_\_\_\_\_

PERCENTAGE OF LOT COVERAGE PRIMARY BUILDING \_\_\_\_\_

VARIANCE HISTORY \_\_\_\_\_

VII. WORKER'S COMPENSATION INSURANCE AFFIDAVIT

I, FRANK MICHENZI / MICHENZI CONSTRUCTION

(licensee/permittee) with a principal place of business/residence at:

11 SIXTH RD WOBURN, MA

(City/State/Zip) do hereby certify, under the pains and penalties of perjury, that:

I am an employer providing worker's compensation coverage for my employees working on this job.

AM TRUST

WWC 3070091

Insurance Company

Policy Number

I am a sole proprietor and have no one working for me.

I am a sole proprietor, general contractor, or homeowner and have hired the contractors listed below who have the following worker's compensation insurance policies:

MICHENZI CONSTRUCTION

Name of contractor

Insurance Company/policy number

Name of contractor

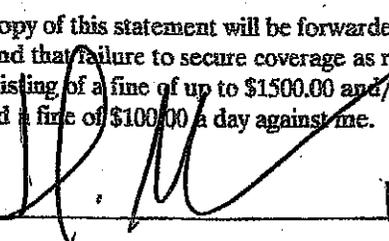
Insurance Company/policy number

I am a homeowner performing all the work myself.

NOTE: Please be aware that while homeowners who employ persons to do maintenance, construction or repair work on a dwelling of not more than three units in which the homeowner also resides or on the grounds appurtenant thereto are not generally considered to be employers under the Workers' Compensation Act (GL. C. 152, sect. 1(5)), application by a homeowner for a license or permit may evidence the legal status of an employer under the Workers' Compensation Act.

I understand that a copy of this statement will be forwarded to the Department of Industrial Accidents' Office of Insurance for coverage verification and that failure to secure coverage as required under Section 25A of MGL 152 can lead to the imposition of criminal penalties consisting of a fine of up to \$1500.00 and/or imprisonment of up to one year and civil penalties in the form of a Stop Work Order and a fine of \$100.00 a day against me.

Signed this

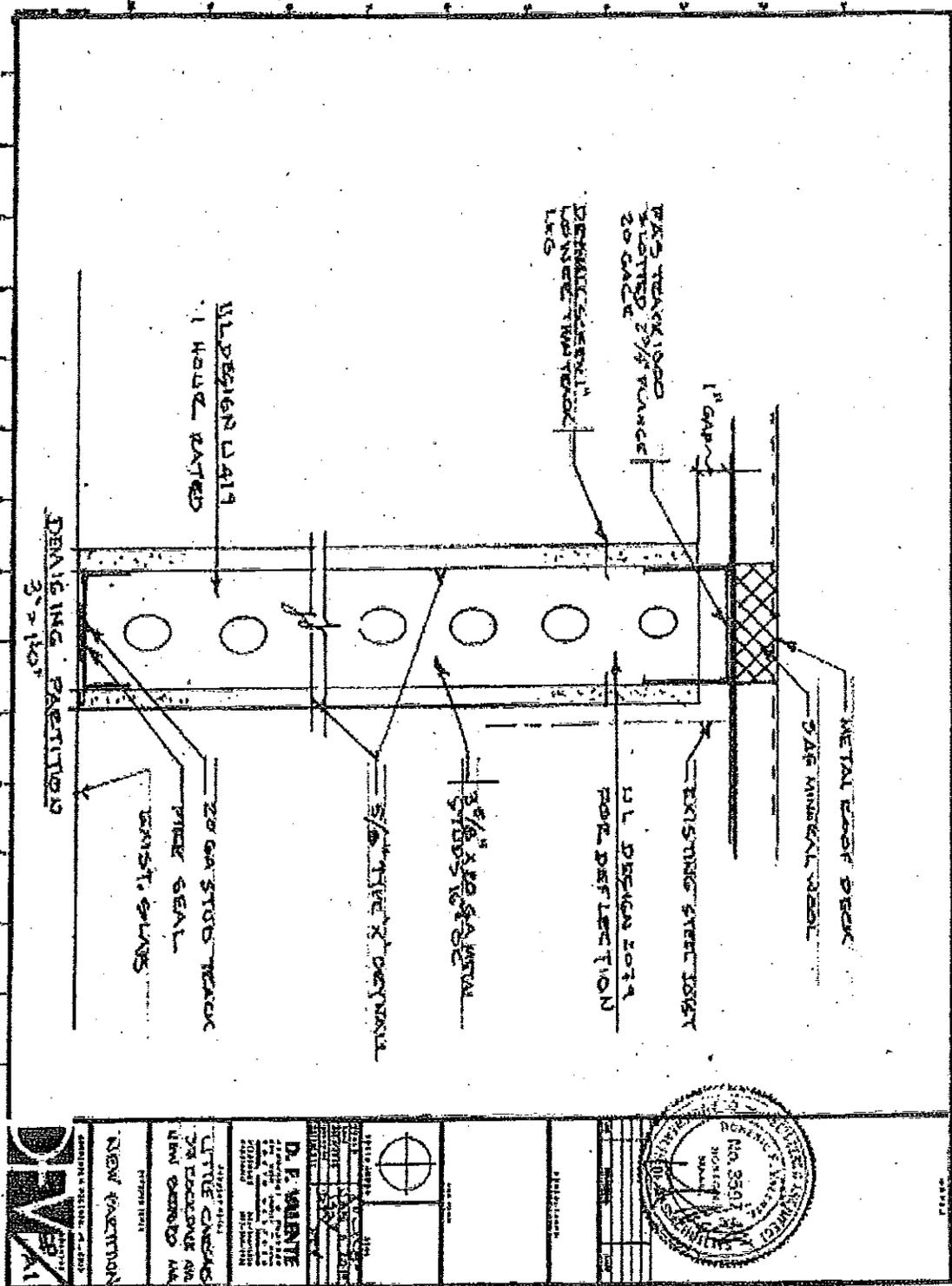


11<sup>th</sup> day of

Dec

, 20 14

EXHIBIT A



STATE OF MASSACHUSETTS)

) SS.

COUNTY OF BRISTOL)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Ryan Lemmer, the President and Treasurer of R & G Pizza Enterprises, Inc., a Massachusetts corporation, for and on behalf of said corporation.

\_\_\_\_\_  
, Notary Public  
County, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_)

) SS.

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of Little Caesar Enterprises, Inc., a Michigan corporation, for and on behalf of said corporation.

\_\_\_\_\_  
, Notary Public  
County, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT G**

LOCATION: 31-41 Rockdale Avenue  
New Bedford, MA

STORE NUMBER: \_\_\_\_\_

**COLLATERAL ASSIGNMENT OF LEASE**

FOR VALUE RECEIVED, the undersigned ("Assignor") hereby assigns, transfers and lets over unto LITTLE CAESAR ENTERPRISES, INC., a Michigan corporation ("Assignee"), all of Assignor's right, title and interest in, to and under that certain Lease ("Lease") dated \_\_\_\_\_, 20\_\_\_\_ between Assignor, as tenant, and \_\_\_\_\_ ("Landlord"), respecting the premises demised in the Lease ("Premises") and legally described on Exhibit A attached hereto and made a part hereof. This Assignment is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment or the Lease unless Assignee shall take possession of the Premises pursuant to the terms hereof and shall assume the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that Assignor has (i) full power and authority to so assign this Lease and its interest therein, and (ii) not assigned or transferred, and is not obligated to assign or transfer, any of its interest in the Lease or the Premises.

Upon a default by Assignor under the Lease or under the Little Caesar Enterprises, Inc. Franchise Agreement between Assignee and Assignor for a Little Caesars location ("Franchise Agreement"), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee shall have the right and is hereby empowered to take possession of the Premises, expel Assignor therefrom, and, in such event, Assignor shall have no further right, title or interest in the Lease and Premises and shall remain liable to Assignee for all past due rents and other charges, agreements and obligations set forth in the Lease which Assignee shall be required either to pay to Landlord or perform thereunder.

Assignor agrees that it will not suffer or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee. Throughout the term of the Franchise Agreement, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days prior to the last day that said option must be exercised, unless Assignee otherwise agrees in writing. Assignor shall send Assignee a copy of the notice of exercise concurrently with Assignor's exercise of the option. Upon failure of Assignee to otherwise agree in writing, or upon failure of Assignor to so elect to extend or renew the Lease aforesaid, Assignor hereby appoints Assignee as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting such extension or renewal, provided that Assignee shall have the right but not the obligation to exercise such extension or renewal options.

This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor, and Assignor's heirs, personal representatives, officers, partners, successors and assigns.

EXHIBIT E

Tenant's Exterior Signage

**Little Caesar's Sign Options**

LANDLORD TO INITIAL EACH OPTION ALLOWED



Landlord Initials

Option A - Logo & Letters - Raceway Mounted Sign



Landlord Initials

Option B - Logo & Letters - Flush Mounted Sign



Landlord Initials

Option C - Letters Only - Raceway Mounted Sign



Landlord Initials

Option D - Letters Only - Flush Mounted Sign

**EXHIBIT C**

**Landlord's Work**

(to be attached from LOI)

**EXHIBIT A**

**Shopping Center and Premises Site Plan**  
**(and free-standing sign location(s))**

beneath the Shopping Center or the Premises by any source, person or entity, including, but not limited to, Landlord, its agents, employees, contractors, invitees or other tenants. Landlord shall indemnify, defend and hold Tenant harmless from and against any and all claims, damage, judgments, damages, penalties, fines, costs, expenses, liabilities and losses, including attorneys' and other professional fees and costs, arising from or related in any way to any Hazardous Substance now or hereafter existing on or migrating from the Shopping Center except for Hazardous Substances placed in the Shopping Center by Tenant. Landlord's obligations under this Section shall survive the expiration or termination of this Lease.

(f) In the event that any investigation, characterization or remediation of any Hazardous Substance causes an Unreasonable Interference, Gross Rent and all utility charges payable by Tenant shall abate during the pendency of such Unreasonable Interference. In the event that such Unreasonable Interference shall continue for more than one hundred twenty (120) days, Tenant may, without limitation of any other remedies contained in this Lease or applicable law, terminate this Lease.

(g) Tenant shall have the right to contest, by appropriate legal proceedings which shall be conducted diligently and in good faith in the name of Landlord or Tenant or both, and without cost or expense to Landlord, the validity or applicability of any Environmental Law as it relates to Tenant, the Premises or the Shopping Center, and Tenant shall have the right to delay observance and compliance therewith until such contest is finally determined and is no longer subject to appeal.

48. **AUTHORITY.** Each person who signs this Lease represents and warrants that he or she is authorized to execute the Lease in the capacity recited in this Lease. Landlord and Tenant each represent to the other that it is legally authorized to enter into this Lease and that, by entering into this Lease, it does not violate any contractual or other legal obligation.

49. **REMEDIES.** Whenever this Lease shall provide a remedy to Tenant, unless the remedy is expressly described as an exclusive remedy, the remedy shall be in addition to all of Tenant's other remedies under this Lease or applicable law.

50. **CONDITIONAL LEASE.** This Lease is expressly conditional upon final approval of the Premises as a location for the operation of a Little Caesars restaurant from Little Caesar Enterprises, Inc. In the event such approval is not received from Tenant within thirty (30) days from the execution hereof, Tenant may, upon ten (10) days notice to Landlord, terminate this Lease.

51. **COLLATERAL ASSIGNMENT OF LEASE.** Landlord consents to Tenant's execution and delivery to Little Caesar Enterprises, Inc., of the Collateral Assignment of Lease in the form as set forth on Exhibit G.

*[The remainder of this page intentionally left blank]*

with a copy to:

Halloran, Lukoff & Smith, PC  
432 County Street  
New Bedford, MA 02740  
Attention: Johnna F. Tierney, Esq.

Notices to Landlord shall be sent to:

31-41 Rockdal Avenue, LLC  
200 South Street  
New Providence, New Jersey 07974  
Attention: Joe Llano

39. **REASONABLE CONSENT.** Except as otherwise provided in this Lease, wherever Landlord's or Tenant's consent is expressly required in this Lease, such consent shall not be unreasonably withheld or delayed, nor subject to further conditions. Whenever, pursuant to this Lease or otherwise, Landlord's consent or approval is expressly required, such consent or approval must be provided or withheld in writing within thirty (30) business days after Tenant's request therefor (unless a provision herein provides for an earlier required response period). If Landlord does not respond to Tenant's request for approval or consent within such thirty (30) business day period, Landlord's consent or approval shall be deemed given.

40. **LEASE TERM TO INCLUDE RENEWAL PERIOD(S).** Whenever the language "lease term" or any variation thereof is used herein, it shall mean and include any Renewal Period(s), but only when and if any options to renew have been exercised.

41. **RELATIONSHIP OF PARTIES.** Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing Gross Rent nor any other provision herein nor any acts of the parties shall create any relationship between the parties other than that of Landlord and Tenant.

42. **NO BROKER'S COMMISSION.** Neither party has engaged a Real Estate Broker.

43. **VACATING BY ANCHOR TENANT.** In the event that any anchor tenant in the Shopping Center shall cease to conduct operations in substantially all of its premises in the Shopping Center, in addition to Tenant's other remedies available under this Lease or applicable law, (a) Tenant, upon twenty (20) days prior written notice, may terminate this Lease, and (b) if Tenant has not terminated this Lease as provided herein, then during the pendency of any such cessation of operations by any anchor tenant, Gross Rent under this Lease shall be decreased by twenty five percent (25%) until such time as a new anchor tenant commences operation in the Shopping Center. For the purpose of this Section 46, "anchor tenant" shall mean Scabra Foods or any tenant that leases five thousand (5000) or more contiguous square feet in the Shopping Center under a single tradename.

44. **CONFIDENTIALITY/NONDISCLOSURE.** Unless the other party hereto gives prior written consent to such disclosure, neither Landlord nor Tenant nor their employees or agents shall disclose to any third party any terms of this Lease, except where Landlord or Tenant is required to disclose such terms by its lender or a prospective lender. Notwithstanding the foregoing, Landlord may disclose the terms of this Lease to those of its partners, employees, consultants, attorneys, accountants, current or potential mortgagees, lenders or purchasers of the Shopping Center who agree to be bound by the terms of this Section and Tenant may disclose the terms of this Lease to those of its partners, employees, consultants, attorneys, accountants and current or potential lenders, assigns or subtenants who agree to be so bound.

45. **RECORDATION, SHORT FORM.** Landlord agrees, upon Tenant's request, to execute a short form of this Lease ("Memorandum of Lease"). Tenant may record the Memorandum of Lease at its expense. The

Premises will be disturbed during the Lease Term, notwithstanding any termination of any lease or the foreclosure of any mortgage, and Tenant will not be named as a party defendant in any foreclosure proceedings or in any summary proceedings brought for the recovery of possession (unless Tenant is added as a party solely to comply with applicable laws, but, in any event, the above-described nondisturbance rights are honored). This agreement shall also provide that the subordination of Tenant's leasehold estate to the lien of mortgage shall not subordinate in any way the rights of Tenant or Landlord under the terms of this Lease in and to any insurance proceeds payable by reason of a casualty loss, and such subordination shall not subordinate in any way any rights of Tenant or Landlord for recovery of any sum due under the terms of this Lease as a result of an exercise of the power of eminent domain.

(b) Tenant, for the benefit of the holder of any mortgage to which this Lease may be subject and subordinate, shall attorn upon the terms and conditions of this Lease.

29. **WAIVER OF SUBROGATION RIGHTS.** The Tenant and the Landlord each waives all rights of recovery against the other or the other's agents, employees or other representatives for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenant or the Landlord itself is insured. The Parties will obtain from their respective insurance carriers and will deliver to the other, waivers of the subrogation rights under the respective policies.

30. **TRANSFERS.** Except as otherwise provided herein, Tenant shall not assign or sublet its interest in this Lease or the Premises without Landlord's consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Tenant shall have the right, without Landlord's consent, to assign this Lease or sublet all or any portion of the Premises (1) to Michael Ilitch, Marian Ilitch, any current or future member of the Ilitch family, or an entity owned or controlled by any of the foregoing, (2) to an affiliate of Tenant, (3) to an entity that acquires all or substantially all of Tenant's assets, (4) in connection with a merger, consolidation or non-bankruptcy reorganization, (5) to an entity that has reasonable financial ability to perform the obligations of Tenant under this Lease, or (6) to any approved franchisee of Little Caesar Enterprises, Inc. In no event shall a change of ownership of any interest (including, without limitation, stock) in Tenant be prohibited under this Lease, require Landlord consent, or allow Landlord to terminate this Lease or change any term or provision thereof, including Rent. Tenant shall be entitled to all consideration received by it in connection with any assignment or sublease. In the event Tenant assigns this Lease, Tenant shall not be responsible for, and shall be released from, the obligations accruing or arising under this Lease after the date of such transfer. In the event that this Lease is assigned to an approved franchisee of Little Caesar Enterprises, Inc., the franchisee shall have the right to reassign this Lease to Tenant or to Little Caesar Enterprises, Inc., without first obtaining Landlord's consent.

31. **COMPLIANCE WITH LAWS.** Landlord hereby represents and warrants that, to the best of Landlord's knowledge, upon delivery of possession of the Premises to Tenant, the Premises and the Shopping Center shall be in full compliance with all applicable laws, and with all regulations of any applicable board of fire underwriters. Throughout the Lease Term, Landlord shall be required to comply with the applicable laws and subsequent changes thereto relating to the physical condition of all parts of the Premises and the Shopping Center; provided that changes in applicable law during the Lease Term that do not apply generally to retail or restaurant real estate, but rather apply only as a result of Tenant's specific type of retail or restaurant use shall be the obligation of Tenant (except for structural items, which shall be Landlord's responsibility).

32. **REPRESENTATIONS AND WARRANTIES.** Landlord represents and warrants to Tenant that:

(a) there is no pending or threatened condemnation action or agreement in lieu which will or may affect the Premises or the Shopping Center in any respect whatsoever;

(b) to the best of Landlord's knowledge, neither the Premises nor the Shopping Center has been used previously as a landfill or as a dump for garbage or refuse;

(c) there is no action, suit or proceeding, pending or threatened, against or affecting the Premises or the Shopping Center;

23. INDEMNIFICATION.

(A) The Tenant will hold harmless and indemnify the Landlord from and for any and all payments, expenses, costs, reasonable attorney fees (including attorney fees incurred in enforcing the Tenant's obligations under this Paragraph 23 and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy of the Premises by the Tenant or business of the Tenant, except such claims and liabilities for losses or damage to property or injury to persons caused by Landlord's own negligence as arise due to Landlord's or Landlord's agents own negligence or willful misconduct.

(B) The Landlord will hold harmless and indemnify the Tenant from and for any and all payments, expenses, costs, reasonable attorney fees (including attorney fees incurred in enforcing the Landlord's obligations under this Paragraph 23 and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Landlord or the Landlord's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, except such claims and liabilities for losses or damage to property or injury to persons caused by Tenant's own negligence as arise due to Tenant's or Tenant's agents own negligence or willful misconduct.

24. SIGNS.

(a) Tenant shall have the right to install and maintain, and from time to time change the appearance of, exterior signage and, in Tenant's discretion, awnings on the Premises to the maximum extent allowed by applicable law so long as (i) such signage and awnings (if applicable) comply with applicable law, (ii) Tenant does not interfere with the structural integrity of the Premises, and (iii) such signage complies with Tenant's then existing standard signage program. Landlord shall have no consent or approval rights with respect to any signage, promotional item or other personalty within the interior of the Premises, whether or not the same is visible from the exterior of the Premises. Landlord hereby approves Tenant's initial approved signage depicted on Exhibit E attached hereto and by this reference incorporated herein, and such initial approved signage shall not be subject to any sign criteria of Landlord.

(b) If allowed by local governmental authorities, Tenant shall have the right to erect and maintain exterior free standing sign(s) in the location(s) shown on Exhibit A. Landlord agrees to cooperate fully with Tenant in obtaining all required governmental permits, licenses, approvals and variances for Tenant's sign(s).

(c) Tenant shall have the right, throughout the Lease Term at no additional rental, to install, operate, maintain, repair, replace and remove a sign panel on both sides of any existing Shopping Center pylon, monument, pole and/or similar sign structure (each a "Shopping Center Sign") in the size(s) and in the location(s) shown on Exhibit F attached hereto and by this reference incorporated herein. If any existing Shopping Center Sign is replaced or an additional Shopping Center Sign is erected, Tenant shall further have the right to install, operate, maintain, repair, replace and remove a sign panel on both sides of such replacement or future Shopping Center Sign. Tenant shall not be obligated to reimburse Landlord for any Shopping Center Signs or for the right to display its panels on those Shopping Center Signs, nor shall Tenant be obligated to pay any additional rent with respect to any such Shopping Center Signs. Tenant shall, however, pay for and install its sign panel(s) on any Shopping Center Sign(s).

(d) Landlord will not remove Tenant's signage without Tenant's prior written consent, which may be withheld in Tenant's sole and absolute discretion. If Landlord removes Tenant's signage, Landlord shall be responsible for storing Tenant's signage in a secure, weather-tight location during such removal and Landlord shall pay all costs and expenses for reinstalling Tenant's signage. If Landlord removes Tenant's signage without Tenant's consent, Landlord shall be in default of this Lease and Tenant, in addition to its other remedies under this Lease or

(e) Gross Rent and utility charges shall equitably abate from the date of any damage to the Premises until the date that is fifteen (15) days after the date on which Landlord shall have repaired or restored the Premises.

(f) Should more than thirty percent (30%) of the gross leasable area of Shopping Center be damaged or destroyed, then Tenant may terminate this Lease by giving written notice to Landlord within sixty (60) days after such damage or destruction. Notwithstanding the foregoing, if Landlord or its successor in interest (including, without limitation, any subsequent owner of the Shopping Center) replaces or restores the Premises within two (2) years after the date of such damage or destruction, Landlord shall not lease or offer to lease the Premises to any other person or entity until it has negotiated in good faith with Tenant concerning a substitute lease for the Premises. In no event shall Landlord, including any successor in interest, lease the Premises to a person or entity thereafter on terms and conditions more favorable than those offered to Tenant.

18. EMINENT DOMAIN. If any portion of the premises of which the Premises are a part is taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord grants an option to purchase and or sells and conveys the Premises or any portion thereof, to the governmental or other public authority, agency, body or public utility seeking to take the Premises or any portion thereof, then this Lease, at the option of the Landlord, will terminate, and the term hereof will end as of such date as the Landlord fixes by notice in writing. The Tenant will have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings, except Tenant may file a claim for damages for loss of business, damage to or loss of its fixtures and equipment, furniture and personal property, and the costs of removal, moving and reinstallation of any of the same, as well as the value of any leasehold improvements or Tenant's alterations to the Premises. The Tenant will execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the Premises or any portion thereof. The Tenant will vacate the Premises, remove all of the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord. The Tenant will repay the Landlord for such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

19. LANDLORD REPAIRS, INSPECTIONS AND RE-RENTING.

(a) At all reasonable times, upon at least three (3) days' prior written notice, except in the case of an emergency, Landlord shall have the right to examine the Premises and to make the repairs required of Landlord, provided the examination and repairs shall not cause an Unreasonable Interference, including any interference to Tenant's relationships with its employees and customers.

(b) Within sixty (60) days prior to the end of the Lease Term, Landlord may show the Premises to prospective tenants at all reasonable times that the Premises are ordinarily open for business. This exhibition of the Premises shall not cause any Unreasonable Interference, including any interference to Tenant's relationships with its employees and customers. Landlord shall not cause "For Rent" or "For Sale" signs to be placed on the Premises until after this Lease has terminated and Tenant has vacated the Premises.

20. HOLDING OVER. If Tenant holds over after the termination of this Lease (including any Renewal Period), then the tenancy shall be from month-to-month in the absence of any written agreement to the contrary. In no event shall the holdover by Tenant be deemed an election to exercise any option or to extend the Lease Term. Either party may terminate such month-to-month tenancy upon thirty (30) days written notice to the other party. Gross Rent during such holdover period shall continue at the same rate as for the last month of the Lease Term.

installation of any equipment required by Tenant shall be performed by Tenant at its sole cost and expense and under Landlord's supervision. Landlord shall have complete responsibility for any subsequent repairs required thereby.

Notwithstanding the Landlord's responsibilities, Tenant shall be responsible to maintain the new HVAC system and the electrical panel being installed by the Tenant as a part of the Tenant's Alterations to the Premises.

#### 15. TENANT'S ALTERATIONS.

(a) Tenant may make, without Landlord approval, additions, improvements, or alterations to the Premises, including removing existing improvements which Tenant deems necessary or desirable, except that structural changes and changes that materially affect building-wide systems that serve other portions of the Shopping Center may be made only with Landlord's consent (which consent shall not be unreasonably withheld, conditioned or delayed). It shall be unreasonable for Landlord to withhold consent for the design of additions, improvements, or alterations which are consistent with Tenant's national trade dress. If Landlord's approval of Tenant's initial improvements to the Premises is required pursuant hereto, then this Lease shall be conditioned upon Tenant's receipt of Landlord's approval of such initial improvements on or before December 1, 2014, and if Landlord has not approved (or been deemed to have approved) Tenant's initial improvements by such date, then Tenant shall have the right to terminate this Lease upon written notice to Landlord.

(b) All work done by Tenant shall be performed in a good and workmanlike manner and if, because of any act or omission of Tenant, a mechanic's or other lien or order for the payment of money shall be filed against the Premises or the Shopping Center, Tenant shall, at Tenant's sole cost and expense, within thirty (30) days after notice of the filing thereof, cause the same to be cancelled and discharged of record, or furnish Landlord with a copy of an issued surety bond protecting Landlord from any loss because of non-payment of such claim. If Tenant posts such bond, Tenant shall be entitled to contest any of such lien claims by appropriate judicial proceedings.

(c) The Tenant must properly and diligently complete the work. The Tenant and any contractor hired by Tenant will maintain insurance coverage required under the Workers' Compensation Laws of the Commonwealth of Massachusetts. The Tenant and any contractor hired by Tenant will also provide general public liability insurance protecting the Landlord from liability for injuries to persons or property which occur on or about the Property as a result of the work. This insurance will provide limits of not less than \$1,000,000.00 for injuries to any one person, and \$1,000,000.00 for injuries in any one accident or occurrence, and \$100,000.00 for loss or damage to property. The Tenant and any contractor hired by Tenant will protect the Landlord from all claims and liability related to work. The Tenant and any contractor hired by Tenant will protect the work, materials, the premises and adjacent property from damage or loss. The Tenant and any contractor hired by Tenant will also take proper precautions for the safety of the public during the work. The Premises will be kept free of waste, rubbish and surplus materials. The Tenant and any contractor hired by Tenant will leave the Premises and the surrounding area "broom clean" after completion of the work. The Tenant and any contractor hired by Tenant will also pay for, repair or replace any damage or loss caused by the work. The Tenant and any contractor hired by Tenant will obtain and pay for all permits or approvals as required by law. The Landlord will cooperate in obtaining any permits. The Tenant and any contractor hired by Tenant will be liable for defective, faulty or improper materials or workmanship. Upon written demand, the Tenant and any contractor hired by Tenant will immediately remedy all defects, faults or omissions and complete all unfinished work. Tenant and any contractor hired by Tenant shall indemnify, defend and save Landlord harmless from and against any and all claims, liabilities, losses, damages, costs, penalties and expenses, foreseen or unforeseen, including, without limitation, reasonable counsel, engineering and other professional or expert fees, arising from or in any way related the acts or omissions of Tenant occurring during the performance of the work.

(d) Tenant shall be permitted to place, subject to approval by the appropriate governing authorities, a communications satellite dish on the roof of the Premises.

be binding upon Landlord and Landlord's successors in title to all or any part of the Shopping Center, and shall constitute an irrevocable, nonexclusive easement appurtenant to the Premises for the benefit of, and shall be enforceable by, Tenant and its successors and assigns throughout the Lease Term.

(d) Landlord shall ensure that no vegetation and landscaping materially and adversely affects visibility of or access to Tenant's storefront or any exterior signage. Landlord shall ensure that the sign board at the Property has electricity and lighting so that Tenant's sign thereon will be well lit. Without limiting Landlord's other covenants or obligations under this Lease, in exercising Landlord's right under this Lease, including performing Landlord's covenants under this or other sections of the Lease, Landlord shall use its best efforts to avoid any material and adverse effect on Tenant's use of or operations in the Premises or the Common Areas, visibility to Tenant's storefront or Tenant's exterior signage, or access to the Premises from the relevant public street(s) to the storefront of the Premises (individually and collectively, "Unreasonable Interference"). In the event of any Unreasonable Interference, Gross Rent shall equitably abate during the period of Unreasonable Interference.

9. COVENANT OF TITLE AND QUIET POSSESSION. Landlord represents and warrants to Tenant that, as of the date of this Lease, (a) Landlord is solely vested with fee simple title in and to the Premises and Shopping Center and has full right and lawful authority to lease the Premises to Tenant, (b) Landlord is authorized to execute this Lease, and (c) there are no encumbrances, liens, agreements, or covenants in effect applicable to the Shopping Center, the Premises, or the land upon which the Shopping Center is located that are inconsistent with this Lease or that materially impair Tenant's rights and remedies or increase Tenant's obligations under this Lease, including Tenant's use of the Premises, and Landlord will not enter into any future restrictions that do so (including a modification of any existing restrictions). Landlord agrees to hold Tenant harmless and indemnify Tenant for any loss, costs, or expenses incurred by Tenant as a result of the failure of these representations and warranties to be true. If at any time Landlord's title or right to receive Gross Rent hereunder is disputed, or if there is a change of ownership of Landlord's estate by act of the parties or operation of law, Tenant may withhold Gross Rent thereafter accruing until Tenant is furnished proof, as it shall deem satisfactory, as to the party entitled thereto and, if requested by either party to the dispute, interplead, at Landlord's expense, the disputed Gross Rent in a court of competent jurisdiction. Landlord covenants that it shall keep and protect Tenant in quiet possession of the Premises during the Lease Term.

10. TENANT'S INSURANCE. Tenant shall obtain and keep in effect public liability insurance with respect to the Premises in the amount of One Million Dollars (\$1,000,000) per occurrence. Landlord shall be named as an additional insured with respect to Tenant's operation of its business. Tenant shall maintain property insurance for its trade fixtures, equipment inventory and other personalty on the Premises at no less than eighty percent (80%) of its replacement cost. Upon Landlord's request, Tenant will furnish Landlord with either (a) a certificate issued by the insurance company indicating these coverages are in effect, or (b) a website from which these coverages may be verified. This insurance may be in the form of a general coverage, floater policy, or so-called blanket policy issued by insurers.

11. LANDLORD'S INSURANCE.

(a) Property Insurance.

(i) Landlord shall, at its sole cost and expense, during the entire Lease Term, carry special form - causes of loss property insurance, including, if applicable, change in building code requirements, demolition, increased costs of construction, and vandalism and malicious mischief, with a waiver of co-insurance with an insurance company authorized to write insurance in the state in which the Premises are located, and rated "A, XII" or better by A.M. Best Company, insuring the improvements located within the Shopping Center including the Premises and all appurtenances thereto without deduction or depreciation (except Tenant's improvements, merchandise, trade fixtures, equipment and personal property in the Premises) for an amount not less than eighty percent (80%) of the actual replacement cost (exclusive of the cost of excavations, foundations and footings), and such insurance coverage shall also include rental abatement insurance. Tenant shall not be liable to Landlord for any loss or damage suffered by Landlord which is not covered by this insurance, including, without limitation, the amount of any deductibles. Landlord shall provide Tenant with evidence of this insurance coverage on Tenant's request for the same. Except as provided in Section 12(a)(ii), Landlord shall use any proceeds from any of these

Statistics of the United States Department of Labor. If the price index is in the future compiled upon a different basis, a proper adjustment shall be made herein, for the purposes of this paragraph, to reflect the change in the cost of living that has occurred since the date of this lease. If at the time of the computation, the United States Department of Labor no longer compiles and publishes a price index, the index for "All Items" compiled and published by any other branch or department of the federal government shall be used for the purpose of this paragraph. If there is no such index, the basis for adjustments shall be the statistics reflecting cost of living increases compiled by any institution, organization or individual generally recognized as an authority by financial and insurance institutions. The Gross Rent shall be calculated by multiplying the prior year base rent by the annual percentage increase in the CPI from the last full month prior to the prior year term to the last full month of the prior term and adding the product thereof to the prior year base rent.

5. USE OF PREMISES. Tenant may use and occupy the Premises for the retail sale, consumption, and delivery of food and beverages, including (without limitation) pizza, Italian specialties, pasta, bread products, chicken wings, salads, sandwiches, dessert items, promotional items, any other items sold by Tenant at its other stores, and any other lawful retail or restaurant use that is not in conflict with the written exclusive use rights granted to other tenants in the Shopping Center as of the Date hereof (verbatim copies of which written exclusive uses are listed on Exhibit D attached hereto) so long as such written exclusive use restrictions apply to the Shopping Center.

6. RESTRICTIONS ON OTHER USES.

(a) Landlord shall ensure that the Shopping Center (as well as any adjacent or contiguous property that is now or hereafter owned or controlled, directly or indirectly, by Landlord, its successors, assigns or affiliates) is not used for the sale or offering (including, without limitation, so called carry-out, delivery or sit-down service) of pizza, Crazy Bread (or similar products) and related sauces, Italian cheese-bread, and chicken wings (collectively, the "Exclusive"). Landlord shall include this restriction in all other leases in the Shopping Center excepting only the anchor tenant. Without limiting any other remedy available to Tenant under this Lease or applicable law for the breach of any covenant or condition set forth in this Section 6, if any such breach shall occur, all Gross Rent payable hereunder shall be reduced by thirty five percent (35%) until the breach ceases. Nothing shall restrict the Landlord from renting any portion of the Shopping Center to any new tenant serving food, for example Subway, 5-Guys, etc. whose menu does not consist primarily of the same products sold by the Tenant.

(b) Landlord shall not lease any portion of the Shopping Center to an "adult" enterprise, including without limitation, bookstores or entertainment facilities offering pornography or live nudity, a marijuana dispensary, or substance abuse clinic. The character of the Shopping Center shall be maintained so as to be attractive to a "family-oriented" customer base.

(c) Tenant agrees that as of this day, there are currently no tenants in the Shopping Center whose use of the premises is in violation of these restrictions.

**LEASE**

THIS LEASE is dated as of the 10th day of December, 2014, by and between 37-41 Rockdale Avenue, LLC, a Massachusetts limited liability company ("Landlord") and R & G Pizza Enterprises, Inc., a Massachusetts corporation ("Tenant").

1. PREMISES. Landlord, in consideration of the "Gross Rent" (as defined in Section 2(c) of this Lease) to be paid and the covenants to be performed by Tenant, does lease to Tenant the following described space comprised of approximately Twelve Hundred Forty Five and 90/100 (1,245.90 sq. ft.) square feet (the "Floor Area") located at 37-41 Rockdale Avenue in the City of New Bedford County of Bristol and State of Massachusetts (the "Premises"), commonly known as 37-41 Rockdale Avenue and more particularly shown on Exhibit A attached hereto and by this reference incorporated herein, being a part of the shopping center located at 37-41 Rockdale Avenue, New Bedford, Massachusetts (the "Shopping Center"). The Premises and the Shopping Center are more particularly shown on Exhibit A.

2. TERM AND FIXTURING PERIOD.

(a) The initial lease term ("Lease Term") shall commence on the date (the "Commencement Date") of delivery of actual possession of the Premises to Tenant. The "Rent Commencement Date" shall be the date which is One Hundred Twenty (120) days after the Commencement Date, provided this Lease is not terminated pursuant to Paragraph 3.

(b) The Lease Term shall expire on the day that is five (5) Lease Years (as defined below) after the first day of the month following the month in which the Rent Commencement Date occurs; provided, however, the Lease Term (and any Renewal Period (as defined in Section 4 below)) shall expire on the 31<sup>st</sup> of January following the natural expiration of the Lease Term if the final Lease Year would otherwise end on a date between September 1 and January 5.

(c) For purpose of this Lease, the term "Lease Year" shall mean twelve (12) full consecutive calendar months commencing on the first day of the first full calendar month following the Rent Commencement Date, and each subsequent twelve (12) consecutive calendar months thereafter. If the Rent Commencement Date falls on the first day of a calendar month, such twelve (12) month period shall commence on the Rent Commencement Date; provided however, that if the Rent Commencement Date does not fall on the first day of a calendar month, then the first Lease Year shall include the period of time, if any, from the Rent Commencement Date until the first day of the first calendar month of the Lease Term. Notwithstanding anything contained herein to the contrary, if, pursuant to the provisions of this Lease, the last Lease Year is extended from the natural expiration date to the following 31<sup>st</sup> day of January, the last Lease Year shall include the period of time from the natural expiration of the Lease Term until the 31<sup>st</sup> day of January.

(d) From and after the Rent Commencement Date, Tenant shall pay "Gross Rent" in equal monthly installments as follows:

<u>Lease Years</u>	<u>Monthly Gross Rent</u>	<u>Annual Gross Rent</u>
1-5	<u>\$1,000.00</u>	<u>\$12,000.00</u>

(e) If the Rent Commencement Date is other than the first day of a month, then Gross Rent and any payments for utilities consumed by Tenant in the Premises for such fractional month shall be prorated on the basis of a thirty (30) day month. This is a gross lease. Notwithstanding any provision in this Lease to the contrary, Tenant's sole monetary obligation to Landlord is to pay the rent described in Section 2(c) and any charges for utilities that are not separately metered to the Premises as described in Section 23, and Tenant shall not be