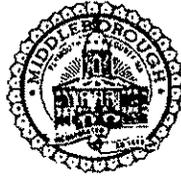


HEARINGS, MEETINGS, LICENSES
7-9-12



NOTICE OF HEARING

Please take notice that the Town of Middleborough Rent Board, ("Rent Board") will hold a hearing on **Monday, July 9, 2012 at 7:30 PM** in the Selectmen's Meeting Room at the Middleborough Town Hall in Middleborough, MA. The hearing will be conducted pursuant to the authority under the Rent Board's "Rules and Regulations For Mobile Home Park Accommodations, Rents And Evictions" and Chapter 703 of the Acts of 1985 to consider a petition filed by Hillcrest MHC LLC for a Certificate of Eviction of **William Kupchun** re eviction from Hillcrest Mobile Home Park (the "Park"). Hearing procedures will be governed by the Informal/Fair Hearing Rules pursuant to 801 CMR 1.02. The Park Owner and the tenant shall each have the right to participate in the hearing and have the right to be represented at the hearing by an authorized representative or attorney. They, or their representative/attorneys, shall have the right to prepare and present relevant evidence and argument at the hearing.

The issues involved in the hearing include:

- Whether the tenant has failed to pay required rent.
- Whether the tenant has violated Park Rules 24(b) and 24 (c).
- Whether a Certificate of Eviction will be issued by the Rent Board.

TOWN OF MIDDLEBOROUGH RENT BOARD

Alfred P. Rullo, Jr.

Allin Frawley

Steven P. Spataro

Ben Quelle

Stephen J. McKinnon

KRAUS & HUMMEL LLP

99A COURT STREET
PLYMOUTH, MASSACHUSETTS 02360
(508) 747-4200
(508) 747-0788 FAX
WWW.KRAUSHUMMEL.COM

May 9, 2012

Jackie Shanley, Confidential Secretary
Town of Middleborough
10 Nickerson Avenue
Middleborough, MA 02346

Re: Morgan Management LLC/Hillcrest MHC LLC
Vs. William Kupchun

Dear Ms. Shanley:

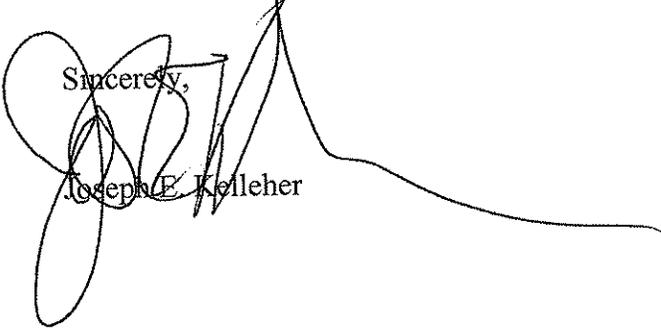
In response to your correspondence of May 1, 2012, regarding the Application for Certificate of Eviction on William Kupchun, I enclose the following documents.

1. A copy of the Notice to Quit that was served on Mr. Kupchun, which he received on April 4, 2012 and the certified mail card;
2. A Certificate of Service signed under the pains and penalties of perjury indicating that I copied him with a copy of the Application to the Rent Control Board;
3. The original and a duplicate copy of the Application as requested;
4. A Memorandum in Further Detail as to how the resident has allegedly disturbed the quiet enjoyment of other residents in the Park;
5. A copy of the Rules and Regulations of Hillcrest MHC LLC;
6. A copy of the Lease; and
7. Filing Fee \$50.00.

Please be advised that even if the Board does not believe that these grounds are sufficient, we have also filed this Application against Mr. Kupchun for failure to pay rent. His rental arrearage is \$3,631.00. His monthly rent fee is \$183.00. This is approximately 20 months of missing rent.

I respectfully request that this application be processed forthwith as my client is being prejudiced by the delay.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to call.

Sincerely,

Joseph E. Kelleher

JEK/k
Enclosures
Cc: Client

**TOWN OF MIDDLEBOROUGH RULES AND REGULATIONS FOR MOBILE HOME
PARK
ACCOMMODATIONS, RENTS, AND EVICTIONS**

In accordance with Chapter 703 of the Acts of 1985, after hearing in accordance with Mass. Gen. Laws, Chapter 30A, Sec. 2, the Rent Board hereby adopts the following rules and regulations for the purpose of regulating rents, minimum standards for the use or occupancy of mobile home park accommodations, and evictions with respect to mobile home park accommodations in mobile home parks within the Town of Middleborough.

Section 1 – Definitions:

- A. Board:** The Rent Board is the Town of Middleborough Board of Selectmen established by a vote under Article 5 of the warrant for the Middleborough Town Meeting of March 10, 1986.
- B. Capital Improvements:** Any substantial rehabilitation, addition or improvements which appreciably add to the value of the property or prolongs its life or both, but not including ordinary repairs and maintenance, provided such rehabilitation, addition or improvements shall cost at least \$5,000 and have a useful life of at least five (5) years.
- C. Mobile Home:** A structure, built in conformance to the National Manufactured Home Construction and Safety Standards which is transportable in one or more sections, which in the traveling mode, is eight body feet or more in width or forty body feet or more in length, or, when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling unit with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. A mobile home is also known as a "manufactured home" as defined in General Laws Chapter 140, Section 32Q.
- D. Mobile Home Park:** A lot or tract of land used for the site of three or more mobile homes occupied for dwelling purpose and licensed pursuant to General Laws Chapter 140, Section 32B. A mobile home park is also known as a manufactured housing community as defined in General Laws Chapter 140, Section 32F.
- E. Mobile Home Park Accommodations:**

1. The lot or space in a Mobile Home Park upon which is located a Mobile Home not owned by the holder of the license of said park and used and

2. A Mobile Home in a Mobile Home Park owned by the licensee of a mobile home park and used and occupied by a Tenant as a one family dwelling unit or available for such use and occupancy.

F. Housing Services: Services or facilities provided by an Owner or required by law or by the terms of a rental housing agreement to be provided by an Owner to a Tenant in connection with the use and occupancy of any mobile home park accommodation, which may include without limitation: Services, furniture, furnishings and equipment, repairs, decorating and maintenance, provisions of light, heat, hot water, cold water, telephone, kitchen, bath and laundry facilities and privileges, use of yard and other common areas, janitor service, refuse removal, parking facilities, lawn water sprinkler services, vehicle or equipment storage, and any other benefit, privileges or facility connected with the use or occupancy of any mobile home park accommodations.

G. Owner: The individual who holds a license, or any party who is required to hold a license for a mobile home park (manufactured housing community) under Sections 32A and 32B of Chapter 140 granted pursuant to Mass. Gen. Laws, Chapter 140, Section 32B, to conduct, control, manage or operate directly or indirectly a mobile home park in any manner including, but not limited to, a partnership, corporation or trust.

H. Operating and maintenance expenses: The reasonable expenses of operating and maintaining a mobile home park including, but not limited to, maintenance, repair, management fee, real estate broker's commission to someone other than the Owner, insurance, utilities not included within the rent, but not including mortgage interest and amortization or an allowance for obsolescence or depreciation.

I. Rent: The consideration, including any bonus, benefit, gratuity or charge contingent or otherwise, demanded or received for or in connection with the use or occupancy of a mobile home park accommodation or for housing services or for the transfer of a lease of a mobile home park accommodation, inclusive of the license fee collected by the Owner and paid to the Town under General Laws Chapter 140, Section 32G; excluding therefrom, however, the consideration paid by a shareholder of a Cooperative Housing Corporation organized pursuant to General Laws Chapter 157B for a share of said corporation, a propriety lease, and any maintenance fees associated therewith. Rent shall include fees and charges for services assessed by the owner to a Tenant by an Owner, but not fees charged for discretionary or optional activities and/or services which may be offered for recreational activities, conveniences, etc.

J. Rental Housing Agreement: An agreement between an Owner and a Tenant for use and occupancy of a mobile home park accommodation and/or housing services, specifically excluding, however, any agreement for occupancy of a mobile home park accommodation between a Cooperative Housing Corporation as a defined in Massachusetts General Laws Chapter 157B and a shareholder of said corporation.

- K. Tenant:** A tenant, lessee, or other person entitled under the terms of a rental housing agreement with the Owner for the use and occupancy of any mobile home park accommodation; excepting for this definition, however, any person who occupies a mobile home park accommodation pursuant to a proprietary lease as defined in General Laws Chapter 157B at Section 4, as a shareholder of a Chapter 157B Cooperative Housing Corporation.
- L. Fair Market Value:** Fair Market Value of property shall mean the current assessed valuation of the property or other valuation that the Board on basis of evidence presented before it considers more appropriate to the circumstances of the case before it. The Board shall evaluate all evidence presented by any party regarding the fair market value.
- M. Fair Net Operating Income:** Fair net operating income shall be that income which will yield, in the discretion of the Board, a reasonable return to the Owner of a Mobile Home Park, after all reasonable operating expenses. In consideration of whether the return is reasonable, the Board may consider any relevant evidence and standards, including, but not limited to: average returns for other similarly situated Parks, any operating expenses or debt service, any projected capital improvements, or any other factor that may be presented. The Board shall evaluate all evidence presented by any party regarding the fair net operating income.

Section 2 – Maximum Rent:

- A.** The maximum rent for mobile home park accommodations which a park owner may charge a tenant shall be as follows:
1. For mobile homes which are in existence, occupied by a tenant or occupant and subject to a rental housing agreement on the date these Rules and Regulations are adopted, the maximum rent shall be the rent set forth in Addendum A.
 2. For new mobile homes which have not been previously sold by the park owner and are not occupied by a tenant or occupant under a rental housing agreement on the dates these Rules and Regulations are adopted, the maximum rent shall be the rent set by a rental housing agreement between the park owner and the tenant or occupant of the home. The maximum rent may be higher or lower than the maximum rent for other mobile homes in the park when the rental housing agreement is made.
 3. For mobile homes which were previously sold by the park owner and/or occupied by a tenant or occupant under a rental housing agreement which is no longer in effect, the maximum rent shall be the rent set by a new rental housing agreement between the park owner and the new tenant or

occupant of the home. The maximum rent shall not exceed the following:

- a) If the park owner is offering new mobile homes for sale at the time the new rental housing agreement is made, the maximum rent shall not exceed the rent then being offered to purchasers of new mobile homes.
 - b) If the park owner is not offering new mobile homes for sale at the time the new rental housing agreement is made, the rent shall not exceed the highest rent then being paid by other tenants/occupants in the park.
4. Maximum rent for mobile home park accommodations may be adjusted from time to time by the Board pursuant to Section 4 and Section 5 of these Rules and Regulations. Maximum rent for mobile home park accommodations may also be adjusted under a rental housing agreement which provides for a rent adjustment based on application of a yearly consumer price index factor as described in Section 4-D.

B. No increase in maximum rent for a mobile home accommodation shall be effective unless:

1. The increase is approved by the Board pursuant to Section 4 and Section 5.
2. The increase is based on a yearly consumer price index factor approved by the Board; or
3. The increase is provided for by a yearly consumer price index factor under a rental housing agreement.

Section 3 – Registration:

The Board shall require registration of all mobile home park accommodations on forms approved by it within ninety (90) days of the approval of these regulations and annually on June 30th. A copy of registration shall be provided to tenants of the mobile home park upon their written request. Any new or additional accommodation must be registered prior to occupancy thereof. No petition for an upward adjustment of maximum rent shall be accepted by the Board until all statements and information required to be filed under this Section 3 have been filed and any such petition prior to such filing shall not be entertained by the Board. The Board shall require the following:

1. The legal name, address and business telephone of the owner;
2. The identification of each unit of mobile home park accommodations;
3. The legal name, address and business telephone of the manager;

4. The identification of each Tenant in the mobile home park, including the date the Rental Housing Agreement began, the date on which it terminates, or whether it is a tenancy at will, and the amount of rent due each month;
5. The lot type, if necessary, to distinguish different types of lots for which the owner charges different rents, including the description of the basis(es) for charging the rent differential;
6. A copy of all Rental Housing Agreements (or a copy of a representative Rental Housing Agreement which is substantially the same for all mobile home park accommodations involved in the registration) and any rules and regulations applicable to each Rental Housing Agreement. The owner shall update the registration annually by June 30th of each year.

The registration forms shall be signed by the Owner under the penalties of perjury.

Section 4 – Adjustment of maximum rent:

- A. The Board shall, by order or regulation as provided in Section 5, make such individual or general adjustments, either upward or downward, of the maximum rent established by Section 2 for any mobile home park accommodations as may be necessary to remove hardships or correct inequities for both Owner and Tenant, and make adjustments for capital improvements / equipment and in so doing shall observe the principle of maintaining rents at levels which will yield to Owners a fair net operating income for such mobile home park accommodations.
- B. The Board by regulation may establish further standards and rules consistent with the foregoing. The Board may promulgate a schedule of standard rental increases or decreases for improvement or deterioration in specific services and facilities.
- C. Notwithstanding any other provision of this section, the Board may refuse to grant an upward adjustment of maximum rent if it determines that the affected mobile home park accommodation does not comply with the State Sanitary Code or the Town of Middleborough codes or by-laws or any other applicable code, ordinance or state law regulating the conditions of housing accommodations, and if it determines that such lack of compliance is due to the failure of the Owner to provide normal and adequate repairs and maintenance. The Board may refuse to make a downward adjustment of maximum rent if it determines that the Tenant is more than thirty (30) days in arrears in payment of rent unless such arrearage is due to a withholding of rent under the provisions of Section 8A of Chapter 239 of the General Laws or if the Tenant is in substantial violation of any enforceable rule of the mobile home park or if the Tenant is in violation of any laws or ordinances which protect the health and safety of other mobile home park residents.
- D. In setting or adjusting rent for mobile home park accommodations under Section 4 and Section 5, the Board may approve yearly adjustments of the rent based on application of a consumer price index factor as described in this subsection. A rental housing agreement may provide for yearly adjustments of the rent based on

application of a consumer price index factor as described in this subsection. The yearly consumer price index factor authorized by these Rules and Regulations shall be based on the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average, All Items (unadjusted) (1982-84=100) published by the Bureau of Labor Statistics, U.S. Department of Labor, or if such index is no longer published, such other or successor index which is approved by the Board. Yearly adjustments in rent based on a consumer price index factor shall be calculated by determining the increase or decrease in the index by comparing the current monthly index ("current CPI") to the monthly index for the same month one (1) year prior to the month when the yearly adjustment is being determined ("prior CPI"). The difference between the current CPI and the prior CPI shall be divided by the prior CPI to derive a percentage increase or decrease. The percentage increase or decrease shall then be multiplied by the existing rent to determine the amount of the rent increase or decrease. For example, if the current CPI is 3% more than the prior CPI, the existing rent will increase by 3%.

- E. The Board in adjusting maximum rent for a mobile home park may equalize rent for all substantially similar or comparable mobile home park accommodations in those cases where the maximum rent which is to be adjusted is not equalized before adjustment.

Section 5 – Rent Adjustment Proceedings:

- A. **Individual Adjustment of Maximum Rent.** The Board shall consider an adjustment of rent for an individual mobile home park accommodation upon receipt of a petition for adjustment filed by the Owner or Tenant of such mobile home park accommodation or upon its own initiative. Such petition shall be made on a form approved by the Board. The Board shall notify the Owner, if the petition was filed by the Tenant, or the Tenant, if the petition was filed by the Owner, of the receipt of such petition and of the right of either party to request a hearing in writing within thirty (30) calendar days of receipt of such notice or the Board may schedule a hearing on its own initiative. If a hearing is timely requested by either party or if the action is undertaken on the initiative of the Board, notice of the time and place of the hearing shall be furnished to the Owner and Tenant and the hearing shall be conducted before the Board. The Board may consolidate petitions and actions relating to mobile home park accommodations in the same mobile home park, and all such petitions and actions may be considered in a single hearing.
- B. **General Adjustment of Maximum Rent by Regulation.** Upon application or petition by an Owner or Tenant, or upon its own initiative, the Board may make a general adjustment by percentage or otherwise of the rental levels for mobile home park accommodations subject to such conditions, if any, as the Board shall determine. Prior to making such adjustment, a public hearing shall be held before the Board. Notice of the time, place, and purpose of such hearings shall be published at least

once in a newspaper having a general circulation in the Town, and posted in the Town Hall, both not less than seven (7) days prior to such hearings.

- C. Limitation of Petition for Individual Adjustment.** Notwithstanding any other provision of this section, the Board may, without holding a hearing, refuse to adjust the maximum rent for an individual mobile home park accommodation and may dismiss any petition for adjustment if a decision has been made with regard to the maximum rent for such mobile home park accommodation within twelve (12) months or if the Board finds that the petition for adjustment is filed for purposes of harassment or for other purpose not intended herein.
- D. Hearing,** conducted pursuant to Section 5 above shall be conducted as adjudicatory hearings in accordance with the provision of Massachusetts General Laws Chapter 30A, Sections 10, 11 and 12. Rules and procedures for the conduct of said hearings shall be those rules and regulations outlined in 801 CMR 1.00 et seq. for the conduct of adjudicatory hearings before State administrative agencies, which the Board hereby adopts and shall implement as its own rules and regulations for the conduct of adjudicatory proceedings. Within thirty (30) days of the filing of a petition, the Board shall meet and determine whether to proceed on such petition pursuant to the formal or informal rules as outlined in 801 CMR 1.00 et seq. or under other procedures and shall indicate its determination as to which rules and procedures shall be followed in its notice of agency action to affected parties, and in the public notice of said hearing.
- E.** All decisions made by the Board under this Section shall be rendered in writing within 30 (thirty) days from the date the Board closes the public hearing on the petition.
- F.** The Board shall levy a filing fee upon any and all parties that make application to request a rent adjustment for a mobile home accommodation. The filing fee for any individual rent adjustment requested pursuant to Section 5 of these rules and regulations shall be \$50.00. The filing fee for a general rent adjustment pursuant to Section 5B of these regulations shall be \$300.00 for which a general adjustment is requested. The applicant for a general rent adjustment shall also pay the sum of \$100.00 to cover advertising costs. Filing fees and advertising costs shall be paid by check payable to the Town of Middleborough at the time of the filing of a petition.

Section 6 – Incorporation of Administrative Procedure Act and 801 CMR 1.00

The provisions of Massachusetts General Law Chapter 30A including those provisions giving agencies the power to issue, vacate, modify, and enforce subpoenas shall be applicable to the Board as if said Board were an agency of the Commonwealth, as well as, those provisions relating to judicial review of an agency order. The rules and regulations at 801 CMR 1.00 et seq. as adopted by the Secretary of Administration for Massachusetts for application and use by state agencies for the conduct of both formal and informal adjudicator hearings shall be the rules and regulations and procedures adopted for use before The Board for the hearing of all petitions for rent adjustment, and for eviction, unless at the time of the filing of the petitions and before

the notice of agency action shall be published, the Board shall by vote determine to use an alternative procedure which nonetheless shall be consistent with the provisions of Massachusetts General Laws Chapter 30A, Section 10, 11, and 12.

Section 7 – Capital Improvements and Capital Equipment Rent Adjustment

A. Pre-Approval

A park owner or management may file a petition for the purpose of obtaining pre-approval from the Board for an increase in maximum rent to offset the cost of a substantial and necessary capital improvement or purchase of capital equipment. The procedures set forth in Section 5 above for rent adjustment petitions shall be used for capital improvement or capital equipment petitions. The park Owner or Management shall file with the petition for pre-approval any and all information relating to the cost of and need for financing the capital improvement or capital equipment purchase. Any pre-approval given by the Board shall also be deemed an approval of such financing. The Board shall consider whether the improvement is necessary and the reasonableness of the cost of the improvement in considering a rent increase to support the cost of the improvement. The rent increase shall be conditioned upon satisfactory and final approval of the improvement.

B. Final – Approval

Upon completion of capital improvement or purchase of capital equipment for which a park owner or management has received pre-approval, the Board may give final approval of the increase in maximum rent(s). Final approval shall only be given by the Board upon submission of satisfactory evidence by the park owner or management that the capital improvement has been satisfactorily completed or the capital equipment has been purchased and that the costs incurred for such improvement are equal to or exceed the cost upon which pre-approval was given. In the event that such costs are less than the original estimated costs, the maximum rent shall be increased only to the extent that it reflects such costs. The Board shall hold a public hearing upon submission by the park owner or management of evidence of completion of the capital improvement or purchase of equipment. A capital improvement/capital equipment rent increase approved by the Board shall be identified and separated from the remainder of the rent charge and eliminated from the rent charge when the approved rent increase has produced income equal to the cost of the improvement or equipment including the cost of debt service incurred in connection with such improvement or equipment.

Section 8 – Conference of Jurisdiction

The Wareham Division of the District Court Department shall have original jurisdiction concurrently with the Superior Court, of all petitions for review brought pursuant to Section 14 of Chapter 30A of the General Laws. The Superior Court shall have jurisdiction to enforce Chapter 703 of the Acts of 1985 and may restrain violations thereof.

Section 9 – Information to be supplied in Connection with Petitions for Adjustment:

Upon receipt by the Board of a petition for adjustment of maximum rent by an Owner, the Board may request documents, which information may include but not be limited to:

- A. Reviewed Financial statements certified by a CPA for the three (3) years preceding the year of the filing of the petition; such statements should clearly set forth income, sources of income, and a detailed breakdown of operating expenses.
- B. An interim updated financial statement showing income and operating expenses for the current year.
- C. A complete and current balance sheet.
- D. A statement of the number of employees, job titles and job descriptions of any employee whose employment relates to the affected mobile home park.
- E. Current capital improvements and dates of completion.
- F. Proposed capital improvements and proposed dates of completion.
- G. Proposed budget for the year in which the increase is to be effective.
- H. A statement of the rate of return sought and the assessed valuation of the property.

In any case where the Owner seeking an upward adjustment in rent owns and operates more than one mobile home park, all financial documentation submitted shall pertain solely to the operation of the mobile home park for which the upward adjustment is sought.

Upon receipt by the Board of a petition for a downward adjustment of maximum rent, the Board may request documents which information may include but not be limited to:

- A. Written reason for such downward adjustment; and
- B. Any evidence financial or otherwise, supporting such downward adjustment.

Section 10 – Evictions:

- A. Pursuant to the provisions of General Laws, Chapter 140, Section 32J, as amended, no Owner shall terminate any lease or tenancy and/or bring an action to recover possession of a mobile home park accommodation unless;
 - 1. the Tenant has failed to pay the rent to which the Owner is entitled; or
 - 2. the Tenant is in substantial violation of an enforceable rule of the mobile home park; or
 - 3. the Tenant is in violation of a law or ordinance which protects the health or safety of other mobile home park residents; or
 - 4. there is a discontinuance in good faith by the Owner of the use of part or all of the land owned and licensed as a mobile home park subject to any existing contractual right between the Owner and the Tenant located in the mobile home park. No such discontinuance shall be valid for any mobile home sold by the licensee and for which a mobile home site was made available at the time of the said

sale by the licensee for a period of five (5) years from the date of said sale.

- B. The Owner must provide the Board with satisfactory evidence that all notice requirements as to any alleged violation have been provided to the Tenant in a timely manner and the Tenant has failed to cure the alleged violation in a timely manner, all as set forth in General Laws, Chapter 140, Section 32J as amended.
- C. 1. An Owner shall file an application in duplicate for obtaining a certificate of eviction with a filing fee of \$50.00 for each unit for which eviction is sought. The fee shall be paid by check or money order made payable to the Town of Middleborough and presented at the time of filing the application for a certificate of eviction.
2. An application for certificate of eviction shall be signed by the Owner under the pains and penalties of perjury and shall describe in complete detail the proposed basis (or bases) for eviction and the facts in support of such basis (or bases). A copy of the lease and the rules and regulations of the mobile home park Owner shall be submitted with the application where the Tenant is claimed to have violated either the lease or the park regulations.
3. An application for certificate of eviction which fails to comply with the foregoing provisions of this paragraph "C" shall not be processed until such defects have been corrected or removed.
4. The Board shall, by certified mail, return receipted requested and by first class U.S. Mail, forward to the Tenant or Tenants listed on the application for a certificate of eviction and to the park Owner a copy of the application for a certification of eviction as received, together with a notice of the date, time and place of the hearing.
5. The Board shall send a notice of hearing by mail with respect to an application for a Certificate of Eviction within twenty-one (21) days of receipt of an application. An application or an amended application for eviction shall be scheduled for a hearing not less than ten (10) days or more than twenty-one (21) days from the date on which the notice of hearing is mailed as aforesaid by the Board to the parties. Hearings shall be conducted by the Board and shall be adjudicatory hearings following the procedures set forth in Massachusetts General Laws, Chapter 30A.
6. A request for postponement of the hearing will be granted for good cause shown.
7. At the hearing the Owner shall have the burden of establishing the facts and basis for the eviction. Testimony shall be taken under oath and any party shall have the right to cross-examine witnesses of the other party and to introduce evidence in support of its position.
8. A written order granting or denying a certificate of eviction shall be issued by the Board within thirty (30) days of the date of the final hearing and its order denying a

certificate of eviction shall be a defense in any summary process action commenced by the Owner against the Tenant or Tenants named on the application for a certificate of eviction.

- D. No Owner shall seek recovery of possession of a mobile home park accommodation in a summary process-eviction case unless the Board issues a certificate of eviction therefor.
- E. The provisions of this section shall be construed as additional restrictions on the right to recover possession of a mobile home park accommodation. No provision of this section shall entitle any person to recover possession of such a mobile home park accommodation. Upon a decision of said Board concerning the granting or withholding of a certificate of eviction, either party concerned may appeal to the Wareham Division of the District Court Department or the Plymouth Division of the Superior Court Department.

Section 11 – Owners Shall Provide Rules and Regulations to Prospective Tenants:

Mobile Home Park Owners shall provide prospective tenants with a copy of the Town of Middleborough Rules and Regulations for Mobile Home Park Accommodations, Rents, and Evictions at least 72 hours in advance of the signing of a rental housing agreement.

Section 12 – Severability:

If any provision of these rules and regulation or the application of such provision to any person or circumstance shall be held invalid by a final judgment of a court of competent jurisdiction, the validity of other provisions or the application of such provision to other persons or circumstances shall not be thereby affected.

Section 13 – Forms:

Any forms adopted pursuant to the provisions of these rules and regulations shall be submitted to the Board under the pains and penalties of perjury.

KRAUS & HUMMEL LLP

99A COURT STREET
PLYMOUTH, MASSACHUSETTS 02360

(508) 747-4200
(508) 747-0788 FAX
WWW.KRAUSHUMMEL.COM

July 6, 2012

Via Fax – (508) 946-2320 & Email

Mr. Charles J. Cristello

Town Manager
Town of Middleborough
10 Nickerson Avenue
Middleborough, MA 02347

Re: Hillcrest MHC LLC – Rent Control Petition

Dear Charles:

Based on the last appearance before the Board, we are presenting the following information in response to the questions posed by the Chairman and Board. I hope and trust that this answers all of the outstanding questions. I understand that on Monday, July 9, 2012 the hearing will be closed and the time line for rendering a decision will begin.

1. The first question related to the increase of loans associated with the operation of Hillcrest. As the Chairman indicated, the losses at Hillcrest as shown by the financials have been funded through intercompany loans. Attached hereto as **Exhibit A** is a detail report of the intercompany loans between Morgan and Hillcrest from 2007 to the present. Please note that no additional third party borrowing was incurred to offset the losses.
2. As the Board knows, no eviction proceedings may be instituted without the permission of the Board – we and other counsel are handling the collection of these rents. Our client desires to actively pursue these collections which to a recent date have been prohibited by the Board, to the best of our information. This office is presently proceeding against Kupchun and Beaudreau, and the result of which is dependent upon the action of this Board and the Courts.
1. As the Chairman stated, our financials reflect deferred interest payables and receivables and he indicated that he found that unusual given that intercompany transactions of this sort are typically “offset”. As Ms. Volkmar explained, given the size and complexity of the companies, it is the policy of Morgan to reflect both and it is so noted on **Exhibit A** attached hereto. Please note that this policy is reflected throughout the entities owned and/or controlled by Morgan Management. Please note that the bottom line of **Exhibit A** shows that in total over the period from 2007 to 2011, Hillcrest owes Morgan entities the sum of \$532,418.86. In addition to this amount,

Via Fax and Email

Charles Cristello, Town Manager

Re: Hillcrest MHP

July 6, 2012

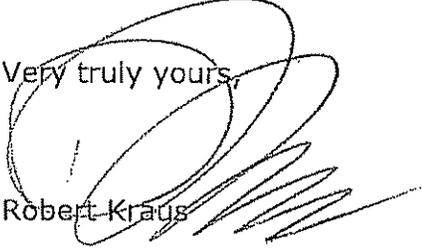
Page 2 of 2

Mr. Morgan personally loaned Hillcrest the sum of \$95,000, which is reflected on the 2011 balance sheet.

2. Our client paid **\$1,500,000** for the Park.
3. The increase in the legal fees has been generated through actions associated with the issue of the water meter, eviction proceedings which are proceeding, and other general matters associated with issues involving this community.

Thank you for your attention to this matter. If there are other questions, please contact me before the hearing on Monday evening so that I may be prepared to respond.

Very truly yours,


Robert Kraus

RK/kl

cc: Client

Residents Association (79 East Grove Street, Middleborough, MA 02346)
Daniel Murray, Esq.

Middleborough Rent Board
10 Nickerson Avenue
Middleborough, MA 02346

APPLICATION FOR CERTIFICATE OF EVICTION

Pursuant to Section 10 of the Middleborough Rent Board Regulations for Mobile Home Accommodations, Rents and Evictions

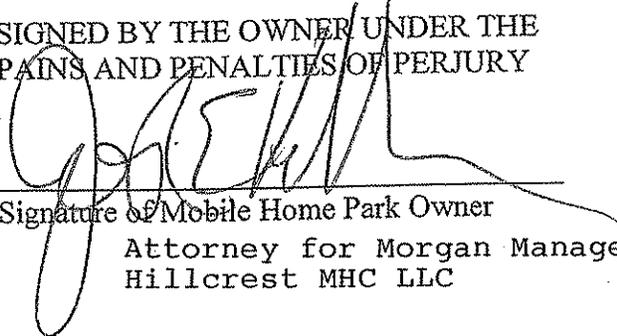
Owner: Morgan Management LLC/Hillcrest MHC LLC
P.O. Box 1660
Pittsford, NY 14534

Tenant: William Kupchun
Lot 088
19 Gerald Drive
Middleboro, MA 02346

Describe below the proposed basis or bases for eviction.

Tenant has failed to pay rent and ~~is~~ currently
owes \$3,643.70. The tenant has disturbed the
quiet enjoyment of other residents in violation of
park rules.

SIGNED BY THE OWNER UNDER THE
PAINS AND PENALTIES OF PERJURY


Signature of Mobile Home Park Owner

Date

4/17/12

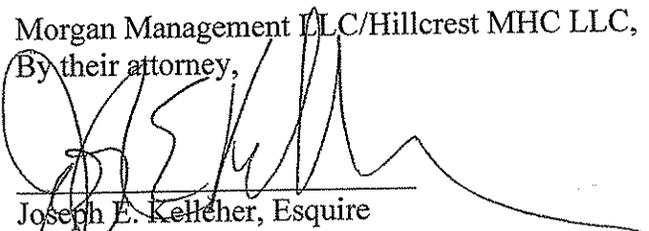
Attorney for Morgan Management LLC/
Hillcrest MHC LLC

MEMORANDUM IN FURTHER DETAIL
Dated May 9, 2012

The Park has received complaints from residents orally and in writing of activity going on at Mr. Kupchun's residence late into the evening and early morning. Traffic will be coming and going at all hours of the night and the police have been called to the home. In addition, a search warrant was recently executed at the home. The residents have complained that the activities at Mr. Kupchun's residence are disturbing their quiet enjoyment. People are coming in and out of the residence between 10:00P.M. – 5:00 A.M. are loud and slamming doors. It is the position of the landlord that the fact that the police have been called to the home and residents are complaining demonstrates that Mr. Kupchun and his guests have interfered with other residents right to privacy, use and quiet enjoyment of their homes in violation of Rule 24(b), as set forth in the Notice to Quit, which was served on Mr. Kupchun on April 4, 2012. Also, Mr. Kupchun is in violation of Rule 24(c), as he has created noises at a level that unreasonably interferes with other residents right to quiet enjoyment of their homes and home sites. "Reasonable quiet must be maintained between the hours of 10:00 P.M. – 7:00 A.M. or during the time period specified". I am enclosing a copy of the rules of Hillcrest MHC LLC and maintain that the evidence we will present at the hearing shows that Mr. Kupchun is in violation of these rules.

Morgan Management LLC/Hillcrest MHC LLC,

By their attorney,

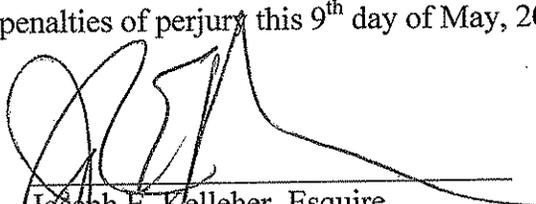


Joseph E. Kelleher, Esquire
Kraus & Hummel LLP
99A Court Street
Plymouth, MA 02360
(508) 747-4200

CERTIFICATE OF SERVICE

I, Joseph E. Kelleher, Esquire, hereby certify that on this 9th day of May, 2012, I served a copy of the Application for Certificate of Eviction and all accompanying documents on William Kupchun, by mailing copies of same, postage prepaid, to him at Lot 088, 19 Gerald Drive, Middleboro, MA 02346.

Signed under the pains and penalties of perjury this 9th day of May, 2012.



Joseph E. Kelleher, Esquire
Krans & Hummel LLP
99A Court Street
Plymouth, MA 02360
(508) 747-4200

KRAUS & HUMMEL LLP

99A COURT STREET
PLYMOUTH, MASSACHUSETTS 02360
(508) 747-4200
(508) 747-0788 FAX
WWW.KRAUSHUMMEL.COM

NOTICE OF TERMINATION OF TENANCY AND NOTICE TO QUIT FOR NON-PAYMENT OF RENT

Hillcrest MHC LLC

*Delivered Via Certified Mail R/R # 7011 1570 0000 4194 6134
& Regular Mail*

Date: April 2, 2012

Landlord: Morgan Management LLC
Tenant(s): William Kupchun
Address: Lot 088, 19 Gerald Drive, Middleboro, MA 02346

Dear Mr. Kupchun:

Your tenancy in Hillcrest Mobile Home Park, a manufactured housing community operated by Morgan Management LLC is being terminated as a result of non-payment of rent. You have **fifteen (15) days** from the date of the mailing of this notice to pay the overdue rent; in the event of failure to pay as set forth herein, Morgan Management LLC, will go to court and get permission to evict you through a summary process eviction, all pursuant to Massachusetts General Laws, Ch. 140, §32J (See Exhibit A). By law, a Massachusetts court is the final authority in every eviction and if you believe you are entitled to remain as a tenant you or your lawyer may present your case in court. A summary process eviction action will be commenced no sooner than thirty (30) days after the service of this notice in the event of failure to pay.

The reason for the termination of this tenancy is your failure to pay rent as set forth on Schedule A attached hereto and made a part hereof.

Your tenancy in Hillcrest Mobile Home Park a manufactured housing community operated by Morgan Management LLC is being terminated as a result of a substantial rules violation. By law, a Massachusetts court is the final authority in every eviction and if you believe you are entitled to remain as a tenant, you or your lawyer may present your case in court. A summary process eviction action will be commenced no sooner than thirty (30) days after the mailing of this notice, in the event that the rules violation is not cured. You are hereby notified, pursuant to M.G.L. c 140, § 32J, to quit and deliver within thirty (30) days from your receipt of this notice, the property known as Lot 088, 19 Gerald Drive, Middleboro, MA also known as Hillcrest Mobile Home Park. Your tenancy is being terminated pursuant to the following rules: Park Rule Nos. 24 (a) (b) & (c). You have created noises by having visitors come to your home

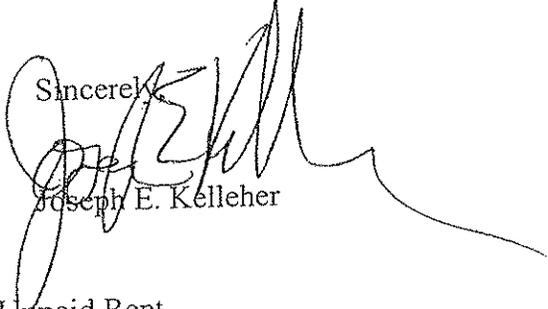
You have thirty days to dispute this debt and please understand and note that this communication is an attempt to collect a debt, and that any information obtained from you will be used for that purpose

throughout the evening, which interferes with the quiet enjoyment of others in the community. Pursuant to Rule 24 (c) "Residents shall not play any stereo, radio, or television, or otherwise create noise, at a level that unreasonably interferes with other residents' right to quiet enjoyment of their homes and home sites. Reasonable quiet must be maintained between the hours of 10:00 P.M. and 7:00 A.M., or during the time period specified in any applicable local by-law or ordinance." You are to cease and desist from having visitors come to your home during those hours that create noise, which unreasonably interferes with the quiet enjoyment of other residents. You have failed to comply with applicable laws and community rules. Your disregard of these rules harms the residents in the Park which the rules and regulations seek to protect. Please note that your violation of these rules unreasonably interferes with the privacy, use and quiet enjoyment by other residents of their homes, home sites, and the common areas of the Park. You have 15 days from receipt of this notices to quit cure the violation; in the event of failure to cure as set forth herein, Morgan Management LLC will go to court and get permission to evict you through a summary process eviction, all pursuant to Massachusetts General Laws, c. 140, § 32J

Any monies paid by you as a tenant-at-will shall be accepted by the landlord or his agent for use and occupancy only, and not as rent and without in any way waiving any and all rights under this Notice to Quit or under any subsequent summary process proceeding, nor shall it create or reinstate any tenancy.

Please be informed that the Federal Fair Debt Collection Practices Act applies and the substance of that law is contained in the footnote hereunder (See Exhibit B attached hereto).

Sincerely,


Joseph E. Kelleher

Attachment: Schedule A of Overdue and Unpaid Rent

You have thirty days to dispute this debt and please understand and note that this communication is an attempt to collect a debt, and that any information obtained from you will be used for that purpose

Exhibit A

§ 32J. Summary process to recover possession; termination of tenancy or lease

If the manufactured home owner or person holding under him holds possession of a manufactured home site in a manufactured housing community without right, after the determination of a tenancy or other estate at will or lease as provided in this section, the licensee entitled to the manufactured home site may recover possession thereof by summary process.

Any tenancy or other estate at will or lease in a manufactured housing community, however created, and including any existing contract for occupancy of a manufactured home site in a manufactured housing community, may be terminated by the licensee entitled to the manufactured home site or his agent only for one or more of the following reasons:

- (1) nonpayment of rent;
- (2) substantial violation of any enforceable rule of the manufactured housing community;
- (3) violation of any laws or ordinances which protect the health or safety of other manufactured housing community residents;
- (4) a discontinuance in good faith by the licensee, of the use of part or all of the land owned by the licensee as a manufactured housing community subject to any existing contractual rights or agreements between the licensee and the tenants located in the manufactured housing community. No such discontinuance shall be valid for any manufactured home sold the licensee, and for which a manufactured home site was made available at the time of said sale, by the licensee, for a period of five years from the date of said sale;
- (5) in the case of an existing tenancy at will, to create a new tenancy at will at an increased rent in accordance with the provisions of section twelve of chapter one hundred and eighty-six.

No action shall be maintained under this section unless:

- (1) the manufactured housing community licensee has given at least thirty days' written notice, delivered by certified or registered mail, stating the reasons for termination and notifying the manufactured housing community resident that he has fifteen days from the date of the mailing of the notice in which to pay the overdue rent, or cure the substantial violation of the community rules or of the law or ordinance, in order to avoid eviction;
- (2) the manufactured home resident has not paid the overdue rent or cured said violations within twenty days from the day on which such written notice was received; and
- (3) such action, other than for nonpayment of rent, is brought within thirty days from the date of the last alleged violation; provided, however, that an action may be maintained under this section without further notice or opportunity to cure, if the same substantial violation of rules, other than nonpayment of rent, occurs within six months from the date on which such notice was delivered.

For the purposes of this section, upon the death of a manufactured housing community tenant, such tenancy shall continue in the estate of such tenant for a period of one year from the date of death or one year from the appointment of an executor or administrator, whichever first occurs.

A resident who has been evicted from a manufactured housing community shall have one hundred and twenty days after such eviction in which to sell the resident's manufactured home, subject to the terms of this paragraph. Such resident shall be responsible for the rental amount accruing during the period prior to such sale and shall maintain the manufactured home and lot during such period, on the terms and conditions of the lease or other rental agreement in effect prior to the occurrences of the default or termination of the term of occupancy which resulted in the eviction. If such manufactured home remains on the lot during such period, the owner of the manufactured housing community shall have a lien on the home to the extent such rental amount is not paid or such maintenance is not performed and to the extent of any additional past sums owed to the owner as set forth on any final eviction order issued by a court of competent jurisdiction. Such lien may be perfected by filing in the offices of the town clerk and secretary of state a uniform commercial code statement, prepared by the owner and signed by the former resident at the request of the owner following the issuance of such eviction order. If the former resident fails to sign such statement within ten days after receipt of such statement from the owner, such resident shall not be entitled to the benefits of this paragraph for so long as such failure continues, provided that nothing in the foregoing is intended to prevent the former resident from preparing and filing such a statement. During such one hundred and twenty day period, no person shall reside in such home and the former resident shall use good faith efforts to sell the home.

M.G.L.A. 140 § 32J.

Exhibit B

Federal Fair Debt Collection Notice:

“(a) Notice of debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing--

- (1) the amount of the debt;
- (2) the name of the creditor to whom the debt is owed;
- (3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;
- (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and
- (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) Disputed debts

If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this subchapter may continue during the 30-day period referred to in subsection (a) of this section unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor.

(c) Admission of liability

The failure of a consumer to dispute the validity of a debt under this section may not be construed by any court as an admission of liability by the consumer.

(d) Legal pleadings

A communication in the form of a formal pleading in a civil action shall not be treated as an initial communication for purposes of subsection (a) of this section.

(e) Notice provisions

The sending or delivery of any form or notice which does not relate to the collection of a debt and is expressly required by the Internal Revenue Code of 1986, chapter 94 of this title [15 U.S.C.A. § 6801 et seq.], or any provision of Federal or State law relating to notice of data security breach or privacy, or any regulation prescribed under any such provision of law, shall not be treated as an initial communication in connection with debt collection for purposes of this section.”

See 15 U.S.C.A. § 1692g

You have thirty days to dispute this debt and please understand and note that this communication is an attempt to collect a debt. and that any information obtained from you will be used for that purpose

Tenant Statement

Date: 04/02/2012

Page 1 of 7

Property: HILLCREST MHC LLC Unit: 088 Address: LOT 088 19 GERALD DRIVE MIDDLEBORO, MA 02346	Lease End Date: 11/30/2013 Lease Balance: \$3,643.70
Resident(s) WILLIAM KUPCHUN	

Date	Description	Charges/Adjustments	Payments	Balance
01/01/2007	RENT CHARGE	\$171.00	\$0.00	\$171.00
01/01/2007	MHP LOCAL TAX	\$12.00	\$0.00	\$183.00
01/02/2007	Check # 142	\$0.00	(\$183.00)	\$0.00
01/26/2007	Check # 149	\$0.00	(\$183.00)	(\$183.00)
02/01/2007	RENT CHARGE	\$171.00	\$0.00	(\$12.00)
02/01/2007	MHP LOCAL TAX	\$12.00	\$0.00	\$0.00
03/01/2007	RENT CHARGE	\$171.00	\$0.00	\$171.00
03/01/2007	MHP LOCAL TAX	\$12.00	\$0.00	\$183.00
02/28/2007	Check # 168	\$0.00	(\$183.00)	\$0.00
03/30/2007	Check # 192	\$0.00	(\$183.00)	(\$183.00)
04/01/2007	RENT CHARGE	\$171.00	\$0.00	(\$12.00)
04/01/2007	MHP LOCAL TAX	\$12.00	\$0.00	\$0.00
05/01/2007	RENT CHARGE	\$171.00	\$0.00	\$171.00
05/01/2007	MHP LOCAL TAX	\$12.00	\$0.00	\$183.00
05/03/2007	Check # 214	\$0.00	(\$183.00)	\$0.00
06/01/2007	RENT CHARGE	\$171.00	\$0.00	\$171.00
06/01/2007	MHP LOCAL TAX	\$12.00	\$0.00	\$183.00
06/06/2007	Check # 238	\$0.00	(\$183.00)	\$0.00
06/29/2007	Check # 250	\$0.00	(\$183.00)	(\$183.00)
07/01/2007	RENT CHARGE	\$171.00	\$0.00	(\$12.00)
07/01/2007	MHP LOCAL TAX	\$12.00	\$0.00	\$0.00
08/01/2007	RENT CHARGE	\$171.00	\$0.00	\$171.00
08/01/2007	MHP LOCAL TAX	\$12.00	\$0.00	\$183.00
08/03/2007	Check # 269	\$0.00	(\$183.00)	\$0.00
09/01/2007	RENT CHARGE	\$171.00	\$0.00	\$171.00
09/01/2007	MHP LOCAL TAX	\$12.00	\$0.00	\$183.00
09/06/2007	Check # 278	\$0.00	(\$183.00)	\$0.00
10/01/2007	RENT CHARGE	\$171.00	\$0.00	\$171.00
10/01/2007	MHP LOCAL TAX	\$12.00	\$0.00	\$183.00
10/01/2007	Check # 291	\$0.00	(\$183.00)	\$0.00
11/01/2007	RENT CHARGE	\$171.00	\$0.00	\$171.00
11/01/2007	MHP LOCAL TAX	\$12.00	\$0.00	\$183.00
11/01/2007	Check # 301	\$0.00	(\$183.00)	\$0.00

Tenant Statement

Date: 04/02/2012

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Property: HILLCREST MHC LLC Unit: 088 Address: LOT 088 19 GERALD DRIVE MIDDLEBORO, MA 02346	Lease End Date: 11/30/2013 Lease Balance: \$3,643.70
Resident(s) WILLIAM KUPCHUN	

Date	Description	Charges/Adjustments	Payments	Balance
12/01/2007	RENT CHARGE	\$171.00	\$0.00	\$171.00
12/01/2007	MHP LOCAL TAX	\$12.00	\$0.00	\$183.00
12/04/2007	Check # 318	\$0.00	(\$183.00)	\$0.00
01/01/2008	RENT CHARGE	\$171.00	\$0.00	\$171.00
01/01/2008	MHP LOCAL TAX	\$12.00	\$0.00	\$183.00
01/04/2008	Check # 328	\$0.00	(\$183.00)	\$0.00
02/01/2008	RENT CHARGE	\$171.00	\$0.00	\$171.00
02/01/2008	MHP LOCAL TAX	\$12.00	\$0.00	\$183.00
02/01/2008	Check # 343	\$0.00	(\$183.00)	\$0.00
03/01/2008	RENT CHARGE	\$171.00	\$0.00	\$171.00
03/01/2008	MHP LOCAL TAX	\$12.00	\$0.00	\$183.00
03/05/2008	Check # 359	\$0.00	(\$183.00)	\$0.00
04/01/2008	RENT CHARGE	\$171.00	\$0.00	\$171.00
04/01/2008	MHP LOCAL TAX	\$12.00	\$0.00	\$183.00
04/03/2008	Check # 369	\$0.00	(\$183.00)	\$0.00
05/01/2008	RENT CHARGE	\$171.00	\$0.00	\$171.00
05/01/2008	MHP LOCAL TAX	\$12.00	\$0.00	\$183.00
05/06/2008	Check # 382	\$0.00	(\$183.00)	\$0.00
06/01/2008	RENT CHARGE	\$171.00	\$0.00	\$171.00
06/01/2008	MHP LOCAL TAX	\$12.00	\$0.00	\$183.00
06/02/2008	Check # 385	\$0.00	(\$183.00)	\$0.00
07/01/2008	RENT CHARGE	\$171.00	\$0.00	\$171.00
07/01/2008	MHP LOCAL TAX	\$12.00	\$0.00	\$183.00
07/02/2008	Check # 397	\$0.00	(\$183.00)	\$0.00
08/01/2008	RENT CHARGE	\$171.00	\$0.00	\$171.00
08/01/2008	MHP LOCAL TAX	\$12.00	\$0.00	\$183.00
08/04/2008	Check # 402	\$0.00	(\$183.00)	\$0.00
09/01/2008	RENT CHARGE	\$171.00	\$0.00	\$171.00
09/01/2008	MHP LOCAL TAX	\$12.00	\$0.00	\$183.00
10/01/2008	RENT CHARGE	\$171.00	\$0.00	\$354.00
10/01/2008	MHP LOCAL TAX	\$12.00	\$0.00	\$366.00
11/01/2008	RENT CHARGE	\$171.00	\$0.00	\$537.00
11/01/2008	MHP LOCAL TAX	\$12.00	\$0.00	\$549.00

Tenant Statement

Date: 04/02/2012

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Property: HILLCREST MHC LLC Unit: 088 Address: LOT 088 19 GERALD DRIVE MIDDLEBORO, MA 02346	Lease End Date: 11/30/2013 Lease Balance: \$3,643.70
Resident(s) WILLIAM KUPCHUN	

Date	Description	Charges/Adjustments	Payments	Balance
11/20/2008	LEGAL FEE CHARGE	\$40.00	\$0.00	\$589.00
11/18/2008	Check # 100476	\$0.00	(\$183.00)	\$406.00
12/01/2008	RENT CHARGE	\$171.00	\$0.00	\$577.00
12/01/2008	MHP LOCAL TAX	\$12.00	\$0.00	\$589.00
12/04/2008	Check # 100541	\$0.00	(\$233.00)	\$356.00
01/01/2009	RENT CHARGE	\$171.00	\$0.00	\$527.00
01/01/2009	MHP LOCAL TAX	\$12.00	\$0.00	\$539.00
01/08/2009	Check # 500985	\$0.00	(\$233.00)	\$306.00
02/01/2009	RENT CHARGE	\$171.00	\$0.00	\$477.00
02/01/2009	MHP LOCAL TAX	\$12.00	\$0.00	\$489.00
03/01/2009	RENT CHARGE	\$171.00	\$0.00	\$660.00
03/01/2009	MHP LOCAL TAX	\$12.00	\$0.00	\$672.00
04/01/2009	RENT CHARGE	\$171.00	\$0.00	\$843.00
04/01/2009	MHP LOCAL TAX	\$12.00	\$0.00	\$855.00
04/22/2009	Check # 443	\$0.00	(\$233.00)	\$622.00
05/01/2009	RENT CHARGE	\$171.00	\$0.00	\$793.00
05/01/2009	MHP LOCAL TAX	\$12.00	\$0.00	\$805.00
05/29/2009	Check # 463	\$0.00	(\$233.00)	\$572.00
06/01/2009	RENT CHARGE	\$171.00	\$0.00	\$743.00
06/01/2009	MHP LOCAL TAX	\$12.00	\$0.00	\$755.00
06/01/2009	LATE CHARGE	\$8.55	\$0.00	\$763.55
06/09/2009	Check # 513	\$0.00	(\$183.00)	\$580.55
06/09/2009	Check # 509	\$0.00	(\$233.00)	\$347.55
07/01/2009	RENT CHARGE	\$171.00	\$0.00	\$518.55
07/01/2009	MHP LOCAL TAX	\$12.00	\$0.00	\$530.55
06/30/2009	LATE CHARGE	\$8.55	\$0.00	\$539.10
08/01/2009	RENT CHARGE	\$171.00	\$0.00	\$710.10
08/01/2009	MHP LOCAL TAX	\$12.00	\$0.00	\$722.10
07/31/2009	LATE CHARGE	\$8.55	\$0.00	\$730.65
08/03/2009	Check # 548	\$0.00	(\$366.00)	\$364.65
09/01/2009	RENT CHARGE	\$171.00	\$0.00	\$535.65
09/01/2009	MHP LOCAL TAX	\$12.00	\$0.00	\$547.65
08/31/2009	LATE CHARGE	\$8.55	\$0.00	\$556.20

Tenant Statement

Date: 04/02/2012

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Property: HILLCREST MHC LLC Unit: 088 Address: LOT 088 19 GERALD DRIVE MIDDLEBORO, MA 02346	Lease End Date: 11/30/2013 Lease Balance: \$3,643.70
Resident(s) WILLIAM KUPCHUN	

Date	Description	Charges/Adjustments	Payments	Balance
09/04/2009	Check # 559	\$0.00	(\$183.00)	\$373.20
10/01/2009	RENT CHARGE	\$171.00	\$0.00	\$544.20
10/01/2009	MHP LOCAL TAX	\$12.00	\$0.00	\$556.20
10/01/2009	LATE CHARGE	\$8.55	\$0.00	\$564.75
10/30/2009	LATE CHARGE	\$8.55	\$0.00	\$573.30
11/01/2009	RENT CHARGE	\$171.00	\$0.00	\$744.30
11/01/2009	MHP LOCAL TAX	\$12.00	\$0.00	\$756.30
11/06/2009	Check # 596	\$0.00	(\$183.00)	\$573.30
12/01/2009	RENT CHARGE	\$171.00	\$0.00	\$744.30
12/01/2009	MHP LOCAL TAX	\$12.00	\$0.00	\$756.30
11/30/2009	LATE CHARGE	\$8.55	\$0.00	\$764.85
12/11/2009	Check # 606	\$0.00	(\$183.00)	\$581.85
12/16/2009	NSF CHARGE	\$30.00	\$0.00	\$611.85
12/16/2009	Check # 606	\$0.00	\$183.00	\$794.85
01/01/2010	RENT CHARGE	\$171.00	\$0.00	\$965.85
01/01/2010	MHP LOCAL TAX	\$12.00	\$0.00	\$977.85
12/30/2009	LATE CHARGE	\$8.55	\$0.00	\$986.40
12/30/2009	Check # 610	\$0.00	(\$366.00)	\$620.40
01/29/2010	Check # 615	\$0.00	(\$366.00)	\$254.40
02/01/2010	RENT CHARGE	\$171.00	\$0.00	\$425.40
02/01/2010	MHP LOCAL TAX	\$12.00	\$0.00	\$437.40
02/01/2010	LATE CHARGE	\$8.55	\$0.00	\$445.95
03/01/2010	RENT CHARGE	\$171.00	\$0.00	\$616.95
03/01/2010	MHP LOCAL TAX	\$12.00	\$0.00	\$628.95
03/03/2010	LATE CHARGE	\$8.55	\$0.00	\$637.50
03/01/2010	Check # 631	\$0.00	(\$183.00)	\$454.50
04/01/2010	RENT CHARGE	\$171.00	\$0.00	\$625.50
04/01/2010	MHP LOCAL TAX	\$12.00	\$0.00	\$637.50
03/31/2010	LATE CHARGE	\$8.55	\$0.00	\$646.05
03/31/2010	Check # 640	\$0.00	(\$183.00)	\$463.05
05/01/2010	RENT CHARGE	\$171.00	\$0.00	\$634.05
05/01/2010	MHP LOCAL TAX	\$12.00	\$0.00	\$646.05
04/30/2010	Check # 646	\$0.00	(\$183.00)	\$463.05

Tenant Statement

Date: 04/02/2012

Property: HILLCREST MHC LLC
 Unit: 088
 Address: LOT 088
 19 GERALD DRIVE
 MIDDLEBORO, MA 02346

Lease End Date: 11/30/2013

Lease Balance: \$3,643.70

Resident(s) WILLIAM KUPCHUN

Date	Description	Charges/Adjustments	Payments	Balance
05/03/2010	LATE CHARGE	\$8.55	\$0.00	\$471.60
06/01/2010	RENT CHARGE	\$171.00	\$0.00	\$642.60
06/01/2010	MHP LOCAL TAX	\$12.00	\$0.00	\$654.60
06/01/2010	LATE CHARGE	\$8.55	\$0.00	\$663.15
06/01/2010	Check # 664	\$0.00	(\$183.00)	\$480.15
07/01/2010	RENT CHARGE	\$171.00	\$0.00	\$651.15
07/01/2010	MHP LOCAL TAX	\$12.00	\$0.00	\$663.15
07/01/2010	LATE CHARGE	\$8.55	\$0.00	\$671.70
08/01/2010	RENT CHARGE	\$171.00	\$0.00	\$842.70
08/01/2010	MHP LOCAL TAX	\$12.00	\$0.00	\$854.70
08/02/2010	LATE CHARGE	\$8.55	\$0.00	\$863.25
09/01/2010	RENT CHARGE	\$171.00	\$0.00	\$1,034.25
09/01/2010	MHP LOCAL TAX	\$12.00	\$0.00	\$1,046.25
08/31/2010	LATE CHARGE	\$8.55	\$0.00	\$1,054.80
10/01/2010	RENT CHARGE	\$171.00	\$0.00	\$1,225.80
10/01/2010	MHP LOCAL TAX	\$12.00	\$0.00	\$1,237.80
10/01/2010	LATE CHARGE	\$8.55	\$0.00	\$1,246.35
11/01/2010	RENT CHARGE	\$171.00	\$0.00	\$1,417.35
11/01/2010	MHP LOCAL TAX	\$12.00	\$0.00	\$1,429.35
11/01/2010	LATE CHARGE	\$8.55	\$0.00	\$1,437.90
11/17/2010	Check # 717	\$0.00	(\$183.00)	\$1,254.90
12/01/2010	RENT CHARGE	\$171.00	\$0.00	\$1,425.90
12/01/2010	MHP LOCAL TAX	\$12.00	\$0.00	\$1,437.90
12/01/2010	LATE CHARGE	\$8.55	\$0.00	\$1,446.45
01/01/2011	RENT CHARGE	\$171.00	\$0.00	\$1,617.45
01/01/2011	MHP LOCAL TAX	\$12.00	\$0.00	\$1,629.45
01/03/2011	LATE CHARGE	\$8.55	\$0.00	\$1,638.00
02/01/2011	RENT CHARGE	\$171.00	\$0.00	\$1,809.00
02/01/2011	MHP LOCAL TAX	\$12.00	\$0.00	\$1,821.00
01/31/2011	LATE CHARGE	\$8.55	\$0.00	\$1,829.55
03/01/2011	RENT CHARGE	\$171.00	\$0.00	\$2,000.55
03/01/2011	MHP LOCAL TAX	\$12.00	\$0.00	\$2,012.55
03/03/2011	LATE CHARGE	\$8.55	\$0.00	\$2,021.10

Tenant Statement

Date: 04/02/2012

Property: HILLCREST MHC LLC

Unit: 088

Lease End Date: 11/30/2013

Address: LOT 088
19 GERALD DRIVE
MIDDLEBORO, MA 02346

Lease Balance: \$3,643.70

Resident(s) WILLIAM KUPCHUN

Date	Description	Charges/Adjustments	Payments	Balance
04/01/2011	RENT CHARGE	\$171.00	\$0.00	\$2,192.10
04/01/2011	MHP LOCAL TAX	\$12.00	\$0.00	\$2,204.10
03/31/2011	LATE CHARGE	\$8.55	\$0.00	\$2,212.65
04/08/2011	NSF CHARGE	\$30.00	\$0.00	\$2,242.65
05/01/2011	RENT CHARGE	\$171.00	\$0.00	\$2,413.65
05/01/2011	MHP LOCAL TAX	\$12.00	\$0.00	\$2,425.65
05/02/2011	LATE CHARGE	\$8.55	\$0.00	\$2,434.20
05/04/2011	Check # 797	\$0.00	(\$400.00)	\$2,034.20
06/01/2011	RENT CHARGE	\$171.00	\$0.00	\$2,205.20
06/01/2011	MHP LOCAL TAX	\$12.00	\$0.00	\$2,217.20
05/31/2011	LATE CHARGE	\$8.55	\$0.00	\$2,225.75
07/01/2011	RENT CHARGE	\$171.00	\$0.00	\$2,396.75
07/01/2011	MHP LOCAL TAX	\$12.00	\$0.00	\$2,408.75
07/01/2011	LATE CHARGE	\$8.55	\$0.00	\$2,417.30
08/01/2011	RENT CHARGE	\$171.00	\$0.00	\$2,588.30
08/01/2011	MHP LOCAL TAX	\$12.00	\$0.00	\$2,600.30
08/02/2011	LATE CHARGE	\$8.55	\$0.00	\$2,608.85
08/02/2011	Check # 834	\$0.00	(\$183.00)	\$2,425.85
09/01/2011	RENT CHARGE	\$171.00	\$0.00	\$2,596.85
09/01/2011	MHP LOCAL TAX	\$12.00	\$0.00	\$2,608.85
08/31/2011	LATE CHARGE	\$8.55	\$0.00	\$2,617.40
09/01/2011	Check # 848	\$0.00	(\$183.00)	\$2,434.40
10/01/2011	RENT CHARGE	\$171.00	\$0.00	\$2,605.40
10/01/2011	MHP LOCAL TAX	\$12.00	\$0.00	\$2,617.40
10/03/2011	LATE CHARGE	\$8.55	\$0.00	\$2,625.95
11/01/2011	RENT CHARGE	\$171.00	\$0.00	\$2,796.95
11/01/2011	MHP LOCAL TAX	\$12.00	\$0.00	\$2,808.95
11/01/2011	LATE CHARGE	\$8.55	\$0.00	\$2,817.50
11/04/2011	Check # 0885	\$0.00	(\$183.00)	\$2,634.50
11/09/2011	NSF CHARGE	\$30.00	\$0.00	\$2,664.50
11/09/2011	Check # 0885	\$0.00	\$183.00	\$2,847.50
12/01/2011	RENT CHARGE	\$171.00	\$0.00	\$3,018.50
12/01/2011	MHP LOCAL TAX	\$12.00	\$0.00	\$3,030.50

Tenant Statement

Date: 04/02/2012

Page 7 of 7

Property: HILLCREST MHC LLC Unit: 088 Address: LOT 088 19 GERALD DRIVE MIDDLEBORO, MA 02346	Lease End Date: 11/30/2013 Lease Balance: \$3,643.70
Resident(s) WILLIAM KUPCHUN	

Date	Description	Charges/Adjustments	Payments	Balance
12/01/2011	LATE CHARGE	\$8.55	\$0.00	\$3,039.05
01/01/2012	RENT CHARGE	\$171.00	\$0.00	\$3,210.05
01/06/2012	NSF CHARGE	\$30.00	\$0.00	\$3,240.05
01/01/2012	MHP LOCAL TAX	\$12.00	\$0.00	\$3,252.05
01/03/2012	LATE CHARGE	\$8.55	\$0.00	\$3,260.60
02/01/2012	RENT CHARGE	\$171.00	\$0.00	\$3,431.60
02/01/2012	MHP LOCAL TAX	\$12.00	\$0.00	\$3,443.60
01/31/2012	LATE CHARGE	\$8.55	\$0.00	\$3,452.15
01/31/2012	Check # 866575	\$0.00	(\$183.00)	\$3,269.15
03/01/2012	RENT CHARGE	\$171.00	\$0.00	\$3,440.15
03/01/2012	MHP LOCAL TAX	\$12.00	\$0.00	\$3,452.15
03/02/2012	LATE CHARGE	\$8.55	\$0.00	\$3,460.70
04/01/2012	RENT CHARGE	\$171.00	\$0.00	\$3,631.70
04/01/2012	MHP LOCAL TAX	\$12.00	\$0.00	\$3,643.70

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

William Kupchun
Lot 088
19 Gerald Drive
Middleboro, MA 02346

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
[Handwritten Signature] Addressee

B. Received by (Printed Name) C. Date of Delivery
[Blank] 2/4/12

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type *CR*
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)

7011 1570 0000 4194 6134

PLEASE NOTE THAT THIS LEASE IS BEING PROVIDED TO YOU
PURSUANT TO
MASSACHUSETTS GENERAL LAWS, CHAPTER 140
AND 940 CMR 10.00

HILLCREST MHC LLC

This Lease made this 1st day of **December 2008**, by and between **HILLCREST MHC LLC** ("Lessor" or "Operator") and **WILLIAM KUPCHUN**, ("Lessee" or "Tenant").

HILLCREST MHC LLC, , **MIDDLEBORO, MASSACHUSETTES 02346** is a Massachusetts Partnership; and operates the manufactured housing community known as Hillcrest Mobile Home Park (the "Park").

WITNESSETH THAT:

1. TERM OF LEASE:

The Lessor hereby leases to the Lessee, and Lessee hereby takes from Lessor, a certain parcel of land in the Park hereinafter referred to as the "Premises" being commonly known and numbered as:

Lot Number: **088**

Address: **LOT 088, MIDDLEBORO, MA 02346**

Please note, the definition of "Premises" does not include Lessee's mobil home.

The lease term is up to five (5) years (the "Term"). Notwithstanding anything herein to the contrary, the anniversary date (regardless when this lease is signed) shall be December 1st, and all amounts shall be prorated as necessary to conform with such anniversary date.

The Term shall commence on **December 01, 2008** (the "Commencement Date") and shall terminate on **November 30, 2013** (the "Termination Date").

In the event that a Lessee sells Lessee's mobile home during the term of the lease, the purchaser (if approved by the Lessor as hereinafter provided) will assume the remaining term of the lease. However, this lease will be assumable only if the Lessee is currently in compliance with the terms and provisions of this lease.

2. MONTHLY RENT

Lessee shall pay Lessor the rent herein below described in full on the first day of the month each and every month during the term of the Lease without demand, deduction, or set-off, subject to Massachusetts laws and regulations.

The monthly rental fee is established by the local rent control board and consists of the following:

a. Base Rent:	\$171.00
b. Town License Fee:	12.00
Total Monthly Rent:	\$183.00

3. RENT ADJUSTMENTS

Any changes in the monthly Rental Fee will be determined by the local rent control board.

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4. LATE CHARGES - PAYMENT OF RENT

- a. Late charges may be imposed as subject to Massachusetts law and 940 CMR 10.00 for failure to pay rent and charges in a timely fashion; provided that no such interest or penalty may be charged until payment is thirty (30) days overdue.
- b. A \$25.00 charge shall be added to all checks returned for Insufficient Funds.
- c. If more than three (3) checks are returned for insufficient funds in any 365-day period, only certified funds (bank checks, money orders etc.) will be accepted in the future.

5. USE OF THE HOME SITE

A rented site shall be used as the site for only the following: the manufactured home, which is to be used primarily as a residence; two personal motor vehicles; and the following permitted ancillary structures or areas: patio areas, decks, porches, sheds or carports.

6. OCCUPANCY

In every home, there shall be no more than four occupants, unless a higher or lower number is permissible or required according to the standards of the United States Department of Housing and Urban Development ("HUD") or other applicable local, state, or federal law.

7. SUBLETTING

- a. Pursuant to M.G.L. Chapter 140 and 940 CMR 10.00; Lessor shall not unreasonably restrict leasing or subleasing provided, however, that prior to leasing, or subleasing, Lessee must submit a completed application prepared by Lessor prior to such action.
- b. In the event of any subletting, the sublessee and Tenant shall both be liable for any and all obligations provided for herein or as otherwise provided in the Rules and Regulations of the Park. Both parties shall execute and deliver to the Lessor appropriate evidence of their understanding, acknowledgment and adherence to said obligations.

8. UTILITIES

Lessee shall be responsible for all heat, light, power, cable television and telephone service to his mobile home at his own expense.

9. SEWERAGE, REFUSE AND USE OF FACILITIES

Lessor shall provide sewerage, refuse pick-up for ordinary household purposes at a location designated by Lessor and maintain all roads and snow plowing within the Park.

10. RULES AND REGULATIONS

Subject to Massachusetts law and regulations, it is expressly understood between the parties hereto that the attached Rules and Regulations of the Lessor provided to the Tenant are incorporated into this Lease to the extent permissible under Massachusetts law and regulations and Lessee agrees to abide by them. Execution hereof acknowledges receipt and understanding of such Rules and Regulations.

11. LESSEE'S LIABILITY AND INDEMNITY

- a. Lessee shall indemnify and hold Lessor harmless and free from all damages including costs and reasonable legal fees incurred by Lessor in defense of any and all claims of third persons, for damages arising out of Lessee's negligent use of the Premises or Park.
- b. Lessee shall use the Premises and Park at his own risk and Lessor shall have no responsibility for any loss of or damage to property of Lessee, unless such loss or damage shall be due to gross negligence of Lessor.

12. SUBORDINATION

This Lease is and shall be subject and subordinate to any mortgage that is now or may hereafter be a lien upon the Park and to any and all extensions, modifications, renewals and replacements of same.

13. LANDSCAPING

- a. Upon termination of the Lease herein for any reason, Lessee shall, without express written consent of the Lessor, leave in place all landscaping, garden plantings such as, but not limited to, trees, shrubs and flowers.
- b. In the event that the Lessor is required to disturb or remove any landscaping planted by or on behalf of the Lessee in order to repair, upgrade or maintain the premises, the Lessor shall not be responsible to replace or replant any such landscaping and/or garden planting.

14. WAIVER

- a. Any waiver, express or implied, by Lessor of any breach of this Lease or any terms, conditions or promises herein contained shall not be a waiver of the breach or a waiver of any subsequent breach of the same or of any other term, condition or promise herein.
- b. The acceptance of the tender of monies for rent, or for any other purpose, shall not be considered as an acknowledgment by the Lessor that such payment is for any or all amounts due and owing Lessor, and specifically shall not constitute a waiver of past amounts due for rents, additional rents, or any other amounts that may be due and owing hereunder.

15. ENTIRE AGREEMENT BETWEEN THE PARTIES

This Lease, Initial Written Disclosure and to the extent permissible under Massachusetts laws and regulations, the Rules and Regulations of HILLCREST MHC LLC, contain the entire agreement of the parties and no representation or agreement, whether oral or otherwise between the parties that is not contained in the Lease Agreement, Written Disclosure or Rules and Regulations of HILLCREST MHC LLC shall be of any force or effect.

16. SEVERABILITY

If any provision herein is held to be void or unenforceable for any reason, including, but not limited to being inconsistent or conflicting with 940 CMR 10.00 or other applicable law the remaining provisions shall continue in full force and effect.

17. DELIVERY OF NOTICES

Written notice required or permitted under this agreement shall be deemed properly given if (a) personally delivered, or if (b) deposited in the United States mail, postage prepaid, if sent by registered mail, postage prepaid, or if sent by certified mail, return receipt, postage prepaid, addressed to the addresses specified in this agreement or to such other address as has been specified in writing. Such choice of delivery shall be in the discretion of the Lessor.

18. FIRES AND OTHER CASUALTY

- a. If the premises are damaged by fire or other casualty and the Premises are rendered unfit for occupancy, or if the damage cannot be repaired within sixty (60) days after loss the Lessor may terminate this lease effective as of the date of loss.
- b. If the Lessor terminates the lease as provided for herein above the Lessee shall remove his mobile home within ninety (90) days of the loss. Under any circumstances, the obligation of the Tenant to pay rent shall continue uninterrupted by any such damage.

19. CONDEMNATION

If the whole or any part of the Premises shall be taken under power of eminent domain by any competent authority this Lease shall terminate on the date of such taking.

20. ATTORNEY'S FEES

If Summary Process (Eviction) or some other proceeding is brought by the Lessor to enforce any covenants of this Lease or for the breach of any covenant or condition thereof, the prevailing parties reasonable attorney's fees, costs and expenses shall be paid by the other party.

21. QUIET ENJOYMENT

Residents and their guests shall not interfere with the other residents' privacy, use, and quiet enjoyment of their homes or home-sites at any time.

22. MASSACHUSETTS REGULATIONS

This Lease and its terms are subject to 940 CMR 10.00, and in the event any term herein is limited or constrained by 940 CMR 10.00, then such Term shall be enforced only to the extent allowed by such regulations. Whatever rights afforded to Lessor and Lessee in 940 CMR 10.00 not provided for herein in writing, are incorporated herein by reference from said Regulations.

23. SALE OF MANUFACTURED HOME BY OWNER

- a. Residents must notify in writing the Lessor of their intent to list for sale their manufactured home at least thirty (30) days prior to listing same for sale. Residents, owners and their agents or assigns selling or listing their manufactured home for sale must notify the broker and any prospective purchaser of the Lessor's Right of First Refusal to purchase the unit and the requirements herein.
- b. Upon the sale or proposed sale of a manufactured home located on a lot in the Park by the owner of the manufactured home or their agent the Seller must advise the prospective purchaser that the following procedures must be followed:
 - (i) The prospective purchaser must meet with the Lessor or its representative no less than

thirty (30) days prior to the planned occupancy. At said meeting the prospective purchaser must:

- (ii) Provide the Lessor with copies of the sale documents no less than thirty (30) days in advance of the proposed sale date;
- (iii) Provide the Lessor with a completed credit application and authorize the Lessor to acquire information relative to the applicant's credit worthiness;
- (iv) Acknowledge in writing their receipt of a copy of the Rules and Regulations of the Park and the applicable Lease form.

24. ADMISSION TO THE PARK

- a. The prospective purchaser must be creditworthy to the reasonable satisfaction of the Lessor.
- b. The prospective purchaser shall not have committed any crime that would make his, her or their residency in the Park inappropriate or subject the other residents in the Park to potential harm or raise safety concerns if such residency was permitted.
- c. The prospective purchaser must receive the Lessor's written consent to said occupancy which consent shall not be unreasonably withheld but shall be based upon the results of the Lessor's investigations into the prospective purchaser's credit history.
- d. The prospective purchaser must demonstrate a cash down payment or equity in their mobile home of at least \$2,500.00.

25. LESSOR'S RIGHT TO PURCHASE UNIT ("Right of First Refusal")

- a. Tenants desiring to sell their manufactured home must notify the Lessor in writing at least thirty (30) days prior to listing their manufactured home for sale. Prior to listing, offering or showing the manufactured home the Owner, Seller or his agent must advise the Realtor, Broker, Agent or other sales representative (hereinafter collectively referred to as the "Broker") of Lessor's right of first refusal. Notice of this Right of First Refusal must be included in all offers to purchase and purchase and sale agreements.
- b. Under the Right of First Refusal the Lessor reserves the right to buy any manufactured home being sold within the Community.
- c. Lessor is not required to pay any commission to the Broker upon Lessor's purchase of the unit under this provision.
- d. Prior to accepting any bona fide Offer to Purchase ("Offer") the Seller shall submit to the Lessor, a copy of the Listing and Offer along with any and all addenda of any additional terms and conditions of purchase and or sale.
- e. Upon receipt of the Offer the Lessor has fifteen (15) days in which to exercise his right of first refusal and offer to buy the property based upon the terms of Offer.
- f. The purchase of the manufactured home by the Lessor shall be based upon the Offer and shall take place in accordance with the terms set forth in the third party offer less any commission associated with the third party purchase.
- g. In the event that the Lessor does not exercise its right of first refusal to purchase the manufactured home and the third party sale does not take place the Seller of the

manufactured home is not required to submit to Lessor any subsequent third party offer made within one (1) year unless the selling price is materially different.

- h. The Lessor's right of first refusal shall not apply to transfers to purchasers who are members of the Owner's family (including but not limited to step relatives and domestic partners).

26. DELIVERY OF PRODUCTS AND SERVICES

- a. The Park is maintained as a private enterprise, its streets and lanes are private and not public thoroughfares.
- b. Residents may hire any vendor, supplier, or contractor (hereinafter collectively referred to as the "Vendor") of his or her choice to provide goods and services for the home and home site provided that if the goods or services provided may impact the health, safety or welfare of the property of other residents, the owner/Lessor, or the community as a whole the resident can hire that vendor only if, before such goods or services are provided, the vendor submits to the resident reasonable evidence that he or she has insurance in an amount reasonably related to the size of the risk(s).
- c. The Lessor may request from any resident receiving goods or services from a Vendor that may impact the health, safety or welfare of the property of other residents, the owner/Lessor, or the community as a whole reasonable evidence of the amount of the Vendor's insurance.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under their respective seals as of the day and year first above written.

You (Lessee)

William O Kupchun 11/07/08
 WILLIAM KUPCHUN Date

Us (Lessor)

Betty A. Adsworth 12/10/08
 Lessor/Agent Date

Community Manager
 Title

I hereby acknowledge that more than 72 hours prior to signing any Lease or Occupancy Agreement I received a copy of the following documents:

- a. Initial Written Disclosures;
- b. Important Notice Required by Law; and
- c. Community Rules for HILLCREST MIIC LLC

I also do hereby acknowledge and affirm that I have read all of the above-referenced documents.

W. K. Chun 11/17/08
WILLIAM KU CHUN, Date

**Rules of
HILLCREST MHC LLC**

These rules govern the homeowners/residents' occupancy and use of the home site and common areas in the community. They are intended to promote the convenience, quiet enjoyment, safety, and welfare of the residents in this community; preserve the property of both residents and the community owner/operator; preserve and enhance the quality of life in the community; and allocate services and facilities in a fair and appropriate manner. These rules became effective January 5, 2006.

1. Community Manager's Name, Address and Phone Number: Emergency Phone Number:

Community Owner(s)' Name(s), Address and Phone Number:

**HILLCREST MHC LLC
1170 Pittsford Victor Road
P.O. Box 1660
Pittsford, NY 14534
Phone: 866-376-4432**

Community Manager's Name, Address and Phone Number:

**11 GLAYDS DRIVE
, MA
(508) 947-1571**

Emergency Phone Number: (508) 947-1571

These rules use the term "owner/operator" to refer to either the owner(s), the operators(s), and /or the manager of the community.

1. Retirement Community

HILLCREST MHC LLC IS A RETIREMENT COMMUNITY FOR RESIDENTS AGED 55 YEARS OF AGE OR OLDER. IN ORDER TO QUALIFY AS A RESIDENT OF THIS COMMUNITY, AT LEAST ONE MEMBER OF EACH HOUSEHOLD MUST BE 55 YEARS OF AGE OR OLDER AT THE TIME OF APPLICATION

2. Application for Tenancy

Any person intending to establish tenancy in this community (the "applicant") must first fill out an application with the community manager in advance. The approval process must be completed after the initial agreement is reached, but before the sale, transfer, or sublease of the manufactured home is finalized. Tenancy applications shall be approved, and the owner/operator shall consent to entrance by the applicant and members of the applicant's household, if the applicant and the members of his household meet the currently enforceable rules of the community and the applicant provides reasonable evidence of financial ability to pay the rent and other charges associated with the tenancy in question. The owner/operator shall have ten calendar days to consider each

application. Approval of applications for tenancy shall not be unreasonably withheld or delayed. As part of this application process, a copy of the Community Rules will be provided to each prospective applicant.

3. Registration

Upon approval of the application for tenancy in the community, all residents in the community must register with the owner/operator. This registration requirement applies to all persons who intend to reside in the community with the exception of guests who remain less than ninety days in any calendar year.

4. Residents' Rights and Responsibilities under the Law

- a. All terms and conditions of occupancy shall be disclosed in writing and delivered to any prospective tenants, including without limitation any existing tenants whose current tenancy is being amended, renewed, or extended, and approved subtenants.
- b. These terms and conditions of occupancy are entitled the "Written Disclosures" and shall include at a minimum the Community Rules with attached "Important Notice Required by Law," along with the following: (a) the amount of rent; (b) an itemized list of any usual charges or fees; (c) the proposed term(s) of occupancy, including the option of a lease for a term of five years; (d) the names and addresses of all owners and operators of the community; (e) the size and location of the manufactured home site, including any known defects; and (f) a description of all common areas and facilities and any restrictions on their use. In addition, the owner/operator shall make available for resident inspection a copy of the Attorney General's manufactured housing regulations (940 C.M.R. 10.01 et seq.), either at the manager's office or in the area where the Community Rules are posted.
- c. Such Written Disclosures and Community Rules shall be signed and delivered by the community operator at least 72 hours prior to the signing of any occupancy agreement or the commencement of any new occupancy. All residents are required to sign a receipt acknowledging they have received and read both the Community Rules and Written Disclosures.

5. Rent

- a. The due date for payment of rent is on the 1st day of the month, and if not received by the fifth day following, will be recorded as received after the due date.
- b. A 5% late fee will be charged for any rents 30 days overdue. A \$30.00 fee will be charged for any checks returned for insufficient funds.
- c. Failure to pay rent as provided by law may provide grounds for evicting you from the community.
- d. In any legal action brought by the community owner/operator, the tenant shall be responsible for the attorney fees of the community owner/operator, if and only if, the community owner/operator is successful in the legal action. If the tenant is successful in defending themselves in the legal action brought by the community owner/operator, the community owner/operator shall reimburse the tenant their legal fees associated with defending the tenant in the legal action brought by the community owner/operator.

6. The Home Site

A rented site shall be used as the site for only the following: the manufactured home, which is to be used primarily as a residence; two personal motor vehicles; and ancillary structures or areas, such as patio areas, decks, porches, sheds, carports, or garages. Swimming pools, (excluding wading and kiddie pools which must be drained nightly), broken swing sets, basketball hoops within five feet of the Community roadways, and

trampolines are prohibited, as they do not conform to the exterior aesthetic standards of the majority of the homes in the community.

7. Occupancy

In every home, there shall be no more than two occupants per bedroom, unless a higher or lower number is permissible according to the standards of the United States Department of Housing and Urban Development ("HUD") or other applicable local, state, or federal law.

8. Common Areas

The common areas of the community include the roadways and every area in the community except the homes sites and those areas restricted from residents' use, as disclosed in the Written Disclosures.

9. Utilities

- a. *Owner/Operator's responsibility:* The owner/operator shall provide, pay for, maintain, and repair systems for providing water, sewage disposal, and electricity, up to the point of connection with each manufactured home, in accordance with applicable laws;
- b. *Tenants' Responsibility:* Tenants are responsible for paying for the maintenance and repair of utilities from the point of connection to the manufactured home to the inside of the home.
- c. *Cable TV and Telephone Service:* Each homeowner shall pay for all cable TV, telephone, and internet service actually provided to the manufactured home.
- d. *Metered Utilities:* Each homeowner is required to pay for his or her own use of utilities such as: gas, oil, electricity, etc., as long as (1) there is individual metering by a utility or utilities, (2) the meter serves only the individual home, and (3) the homeowner's payment obligation has been disclosed in the Written Disclosures.
- e. *Changes in Gas and Electrical Service:* Any homeowner wishing to make changes, increases, or alterations to his or her gas or electrical service must first notify the owner/operator that he or she has obtained proper permits and complied with all applicable electrical or other safety codes.
- f. *Tampering With Utilities:* Tampering with meter boxes and utility services is not permitted.
- g. *Disposal of Wastes:* The community's utilities and septic systems shall be regularly maintained in accordance with applicable laws. Residents may not dump, flush or discharge any hazardous or toxic waste, or other harmful or improper wastes or substances into the disposal systems or drains - such as toilets, showers, bathtubs, and sinks - which serve the home, clubhouse, or other common area in the community. Examples of substances and wastes covered by this rule include the following: aluminum foil, sanitary napkins, baby diapers, baby wipes, coffee grounds, oatmeal, leaves, grease, paint, oil, gas, motor oil, coolant, oil filters, or solvents. Residents shall dispose of such substances and wastes according to proper handling and removal instructions and according to law. Any homeowner, resident, or their guest violating this rule shall be subject to the fees disclosed in the Written Disclosures.

10. Satellite Dishes

Residents may install satellite dishes no larger than that allowed by current F.C.C. regulations (up to 39 inches in diameter, as of August 2000), as long as they obtain prior written approval of the owner/operator, which approval shall not be unreasonably withheld or delayed. All requests for written approval must be made in triplicate on Written Authorization forms available from your Community Manager. All satellite dishes, regardless of size, shall be installed with respect for the safety and view of neighbors.

11. Maintenance of Community Roadways, and Other Common Areas

The community owner/operator shall maintain the community roadways and common areas within the community in good repair, and in compliance with applicable health and safety laws. As part of this responsibility, the owner/operator shall ensure that roadways are reasonably free of debris and potholes, and other common areas are clean, in good repair, and free from debris and rubbish.

12. Snow Removal

The community owner is responsible for clearing snow and removing ice, where necessary, from the community roadways and other common areas. Residents are responsible for clearing snow and removing ice, where necessary, on their home sites. When removing snow from driveways, residents should make efforts to put the snow in their own yards and not in community roadways.

13. Water Use

- a. Residents are encouraged to be aware of water conservation at all times. Residents should make every effort not to leave any faucets or toilets running, leaking, or dripping, and **water shall not be left running to protect against freezing.**
- b. Residents may use the community's water for their ordinary personal and household needs. Excessive use of water, over and above personal and household needs, is not acceptable, and this rule shall be applied in a reasonable and non-discriminatory manner.
- c. Watering of lawns is permitted by means of hand-held watering devices in accordance with schedules that reflect local ordinances and water bans and is changeable from time to time. Such schedules shall be posted in common areas.

14. Garbage and Rubbish Collection and Disposal

- a. The owner/operator shall be responsible for the final removal of residents' ordinary household garbage and rubbish. **Residents' are responsible for placing their garbage AT THE CURB on the scheduled pick up date. Such schedule shall be posted in common areas.**
- b. All residents shall store garbage and trash inside the home or shed until the day(s) designated for trash removal, and shall pack such garbage and trash in bags or containers that are leak-proof and securely fastened.
- c. It is the resident's responsibility to dispose of larger items that require special handling, such as appliances, furniture, and hot water heaters.
- d. If the municipality or trash Collection Company imposes recycling rules, the owner/operator may require residents, without charge, to comply with such recycling rules, once the residents have received reasonable notice of such recycling rules.
- e. Yard waste and dead brush may be disposed of only in areas designated by the community owner/operator.
- f. Residents may not dump trash on common areas.

15. Aesthetic Standards for Exterior of the Home and Site

- a. *Maintenance of Structures:* All homes, exterior doors, steps, patio areas, additions, decks, porches, skirting, awnings, sheds, fences, and/or other outside structures shall be maintained by the tenant in good repair and structurally sound condition; free of rust spots or unsightly chipped, peeling, excessive fading over ten percent of the entire surface of the home, or flaking paint or stain; free of mold and mildew; free of broken windows, where applicable; and in compliance with all applicable governmental requirements. Sheds in need of painting shall be painted to match the color and trim of the home.
- b. *Maintenance of Site:* All residents shall keep their site neat, clean, and free from yard waste, dead brush, garbage, and other refuse. Lawns shall be kept mowed at a height not to exceed five inches. Shrubs shall be trimmed to prevent them from appearing overgrown. Weeds shall not be allowed to exceed five inches in height.
- c. *Repairs to the Home or Site by Community Owner/Operator:* If the home's exterior does not comply with any enforceable community rule, the owner/operator may notify the resident in writing that specific work is required to bring the home or site into compliance with such rule, and the owner/operator will perform the work at the resident's expense if the resident does not do the work within 10 days of receiving such notice. The notice must also specify the amount that will be charged to the resident. If the resident does not do the work within ten days of receipt of such notice, the owner/operator may perform the work and charge the resident the amount specified in the notice, provided that such charges have been listed in the Written Disclosures described in Rule 4.
- d. *Structural Modifications to Home or Site:* With the exception noted below, any external structural modifications to the home or site must conform to the general aesthetic standards, for materials, design and siting, of the majority of homes in the community. For purposes of this rule, the term "external structural modifications" includes, among other things, any change in the structure of the outside of the home itself or patio areas, or the erection or alteration of any additions, decks, porches, skirtings, awnings, sheds, fences, enclosures, or other outside structures. Such external structural modifications may be made only with the written approval of the owner/operator, who will determine whether the plans or drawings comply with the community's reasonable rules on aesthetic requirements and whose approval shall not be unreasonably withheld or delayed. **All requests for written approval must be made in triplicate on Written Authorization forms available from your Community Manager.** For those improvements requiring the approval of the local building inspector, the resident may not begin the work until he or she has submitted to the owner/operator reasonable proof of such approval by the local building inspector. The community owner/operator shall not enforce any otherwise enforceable rule governing the exterior of homes against homes built before June 15, 1976, if it would not be practicable or possible for such home to conform with such rule because the home does not comply with the federal standards for construction of manufactured housing that were made effective on that date.
- e. *Exterior Aesthetic Standards for Community:* A list of exterior aesthetic standards for our community includes: All homes must be skirted, hitches must be covered or removed, and lawn ornamentation shall conform to the majority of the lawn ornamentation within the community. Clear plastic must be used for temporary winter enclosures.

16. Interior Appearance and Improvements

Tenants shall be responsible for the interiors' compliance with applicable governmental health, safety, and other regulations, and shall only be subject to enforcement by the appropriate governmental authorities.

17. Landscaping

- a. *Landscaping by Owner/Operator:* With regard to landscaping - such as plants, trees, or shrubs - that the

owner/operator has done at the home sites or in common areas, residents may not remove or substantially change the appearance of such landscaping without the approval of the owner/operator. In addition, no trees planted by the owner/operator shall be trimmed without the permission of the owner/operator. Such approval shall not be unreasonably withheld or delayed. This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, and other plantings. In addition, this rule does not prohibit residents from removing any improvements made by the resident (including landscaping), as long as the resident repairs any damage to the home site caused by the removal of such improvements.

- b. *Landscaping by Residents:* Most utilities are located underground and therefore residents may only do substantial landscaping of their sites after complying with all enforceable rules on digging (see Rule 18 below) and obtaining owner/operator's prior written approval, which shall not be unreasonably withheld or delayed. **All requests for written approval must be made in triplicate on Written Authorization forms available from your Community Manager.** This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, and other plantings.

18. Digging

Before a resident begins to dig or excavate on his or her site, he or she must notify "Dig-Safe" and comply with state "Dig-Safe" law. **The current number for Dig-Safe is 1-888-344-7233 but is subject to change.** The owner/operator must be given notice of the appropriate Dig-Safe clearance numbers and clearance dates. This rule does not prohibit residents from doing routine gardening and maintenance of lawns and shrubbery.

19. Goods and Services

The resident may hire any vendor, supplier, or contractor of his or her choice to provide goods and services for the home and home site. For those vendors, suppliers, or contractors (the "vendor") whose provision of goods or services may pose risks to the health, safety, welfare or property of other residents, the owner/operator, or the community as a whole, the resident can hire that vendor only if, before such goods or services are provided, the vendor submits to the resident reasonable evidence that he or she has insurance in an amount reasonably related to the size of the risk(s), and such reasonable evidence shall be provided to the owner/operator.

20. Soliciting

Except for such suppliers engaged or about to be engaged by residents and/or the owner-operator, other commercial vendors are prohibited from soliciting and peddling within the community.

21. Storage

Residents shall not use patios, decks, porches, or lawn areas for long-term storage of items such as bottles, paint cans, trunks, boxes, snow blowers, lawn mowers or other equipment, furniture, bicycles, lawn and garden tools, gas bottles, wood, metal, and other materials. Such items must be stored inside or under the home, or in a shed or garage (if any). The resident may keep lawn furniture and other similar outdoor seasonal items outside the home during the seasons when they are not in use, provided that they are placed on a deck, patio, or porch, and do not interfere with lawn maintenance.

22. Fire Safety

Because of the proximity of the homes in the community, the risk of fire damage to surrounding homes, and potential risks to those with pulmonary illnesses, residents are reminded that if they make interior improvements to the home involving equipment posing substantial fire risks - such as fireplaces, wood stoves, and other equipment involving open fires - they are responsible for ensuring compliance with all applicable governmental health, safety and other regulations on public health and fire safety, including those of the local fire department. This rule does not apply to equipment that is already part of the structure of the manufactured home and does

not prohibit the use of charcoal or gas grills for cooking at the resident's home site. Residents shall carefully attend to any fire or hot coals in their outdoor grills, and obey all local ordinances regarding open fires.

23. Owner/Operator's Right of Entry

The owner/operator may enter onto a tenant's site in case of emergency that threatens the safety or property of the tenant or others. The owner/operator may also enter the site either to inspect the pad, utility connections, and the general condition of the site, or to show the site to individuals interested in renting the site or purchasing the home; however, in such cases, the owner/operator must provide reasonable advance notice (at least seventy-two hours) before entering onto the site. The owner/operator will not enter a manufactured home unless the tenant has provided prior consent in writing on a separate document addressing only the issue of consent. The community owner/operator shall not conduct more than two comprehensive, non-emergency site inspections annually.

24. Residents' Conduct

- a. *Compliance with Applicable Laws and Community Rules:* All residents shall abide by all enforceable community rules, any fire, health, safety, and sanitary laws, and all other relevant national state or local standards that are applicable to the community and/or the home. Residents shall make sure that their children and guests are sufficiently informed so that they understand and comply with all reasonable and applicable community rules.
- b. *Privacy, Use and Quiet Enjoyment:* Residents and their guests shall not interfere with the other residents' privacy, use, and quiet enjoyment of their homes or home sites at any time.
- c. *Noise and Disturbances:* Residents shall not play any stereo, radio, or television, or otherwise create noise, at a level that unreasonably interferes with other residents' right to quiet enjoyment of their homes and home sites. Reasonable quiet must be maintained between the hours of 10:00 P.M. and 7:00 A.M., or during the time period specified in any applicable local by-law or ordinance.
- d. *Interference with TV and Radio Reception:* The community does not permit any short wave or CB equipment or similar device that interferes with other residents' privacy or their ability to receive television, radio, or other transmissions.
- e. *Use of Firearms and Fireworks:* Discharging of firearms, paint guns, or air guns are prohibited within the community area. The use of fireworks in the community is prohibited.

25. Non-Residential Activities

Non-residential activities are permissible in the home or at the home site, as long as residents conform to all applicable zoning and other laws, and do not substantially disrupt the residential nature of the community. Excessive parking, traffic, and noise may be examples of such substantial disruptions of the community's residential nature. In addition, if non-residential activities lead to long-term excessive use of utilities, they may fall under this rule. Yard sales are permitted. Residents must request the owner/operator's approval to hold yard sales; and such permission shall not be unreasonably withheld or delayed.

26. Pets

All pets must be properly licensed and immunized, if so required by the local municipality. All residents must disclose to the owner/operator ownership of any pets that go outside. (A pet registration form is available from your Community manager.) All pets, whether inside or outside the home, are prohibited from disturbing the peace and quiet, and threatening the health, safety or property of residents. No resident may keep a pet whose conduct has endangered the health, safety or property of other residents or their guests. Pets shall not be allowed outside the home unless they are on a leash or similar restraint. Pets shall not be left outside of the home unattended for more than two hours. The pet owner is responsible for cleaning up after his pet. If

the pet owner violates this rule, the owner/operator may take whatever steps are permitted by law to have the pet removed from the community. The Center for Disease Control (CDC) publishes the list of dogs involved in the most dog bite fatalities, resulting in death to humans. The following dogs are on that list: Pit Bulls, Rottweilers, German Shepherds, Huskies, Alaskan Malamutes, Doberman Pinschers, Chows, Great Danes, St. Bernards and Akitas. For the health, safety, and welfare of our residents, these dogs must be carefully and strictly controlled and monitored at all times.

27. Vehicles and Parking

- a. *Two Personal Motor Vehicles Per Site:* Residents may park up to two personal motor vehicles at their site. A personal motor vehicle, as defined in 940 CMR 10.01 shall mean any automobile, van, truck, motorcycle, or motor bicycle as defined under M.G.L. c. 90, Section 1, that is for personal use by a resident, whether or not it is also used to conduct a trade or business, except for vehicles with two or more axles with a gross weight exceeding 8,600 pounds.
- b. *Guest Parking:* In addition to parking in designated parking spaces on the home site, guests may park their vehicles **IN THE GUEST PARKING AREAS**, as long as they do not interfere with the safe passage of emergency vehicles and other residents' rights to use and quiet enjoyment of their homes and home sites.
- c. *Unregistered Vehicles:* No permanently unregistered vehicles that are unsightly, in obvious disrepair, or in violation of local ordinances shall be permitted in the community. Residents must request the owner/operator's written approval before storing a vehicle that is unregistered and/or uninspected. Such permission shall not be unreasonably withheld or delayed. All requests for written approval must be made in triplicate on Variance forms available from your Community Manager. Rule Variances are for a period of one year, and must be annually renewed and are non-transferable.
- d. *Other Vehicle:* Boats, trailers, motor homes, recreational vehicles, as well as commercial vehicles over 8,600 pounds may be kept in the community only if the owner/operator provides permission and a storage area for such purposes. Residents must request the owner/operator's written approval before keeping any of these "other vehicles" in the community if a storage area is not provided. All requests for written approval must be made in triplicate on Variance forms available from your Community Manager. Rule Variances are for a period of one year, and must be annually renewed and are non-transferable. Such approval shall not be unreasonably withheld or delayed.
- e. *Violations and Towing:* Any vehicle parked in violation of any enforceable rule, shall, after reasonable notice to the vehicle owner and the appropriate local authorities, be towed at the expense of the owner of that vehicle. For the purposes of this rule, reasonable notice means a minimum of thirty days unless for emergency situations and snow removal.

28. Use of Community Roadways

- a. *Speed Limit:* All vehicles shall be driven at a safe speed within the community. In any case, the speed shall not exceed either the posted speed limit or 15 miles per hour.
- b. *Interference With Residents' Right to Use and Quiet Enjoyment:* Residents and their guests shall operate their motor vehicles in a safe manner and obey all road signs, signals, and speed limits posted in the community. No vehicle may be operated by an unlicensed driver or in a manner that interferes with other residents' quiet enjoyment of their homes.
- c. *Prohibited Motorized Vehicles:* Any vehicle not licensed, insured, registered, and "street legal" is prohibited from operating in the community or on community roadways. Vehicles caught operating in violation of this rule shall be removed after seventy-two hours notice as permitted by law.

29. Repair of Vehicles

- a. *Major Repairs:* Major overhauling, major repairs, major spray painting, changing of oil, or any other significant repairs to vehicles is not permitted in the community if such work may involve a risk of leakage of petroleum products. Residents are permitted to do minor repairs of their vehicles within the community as long as there is not such risk of a petroleum product leak.
- b. *Oil or Gas Leaks:* Vehicles that are leaking or dripping oil or gas must be promptly repaired. If such leaks are not repaired, the owner/operator shall provide the resident with written notice of the leak and provide a reasonable period of time to repair such leak or remove the vehicle from the community; if residents fail to take corrective action within such reasonable period of time, the owner/operator may take steps to have the vehicle removed or seek other relief for such conduct. Any resident who fails to comply with this rule and whose failure causes damage to the driveway may be liable for costs related to repair of the driveway or roadway if such costs are the result of the resident's fault.

30. Clubhouse and Recreational Facilities [where applicable]

COMMUNITY CENTER

- a. *Health and Safety Regulations:* Anyone using the clubhouse, pool, recreational facilities, or other common areas shall abide by any applicable health and safety regulations and any reasonable rules for use of such clubhouse, pool, recreational facility, or other common area. **Where applicable, all rules for the use of the clubhouse and pool shall be conspicuously posted IN THE COMMUNITY CENTER.**
- b. *Resident Meetings:* Residents may hold meetings at the clubhouse or other common area facility at no charge, subject to the availability of the facility.

31. Subleasing of Sites and Renting of Homes

All proposed subtenants must submit applications for residency, described in Rule 2 above. All proposed subtenants will be approved as long as they provide the owner/operator with reasonable evidence that they have the financial ability to pay all rent and other charges, and comply with all enforceable community rules, including the registration requirement in Rule 3. Even after the owner/operator approves a subleasing arrangement, the original tenants continue to be responsible for the rent, other charges of the community, and compliance with the Community Rules.

32. Sale, Lease, or Transfer of Manufactured Home Sale

Homeowners have the right to sell their homes on their home sites. Any homeowner wishing to sell, lease, or transfer ownership or occupancy of his or her home shall notify the owner/operator at least thirty (30) days before the intended sale, lease, or transfer. Potential buyers, subtenants, and transferees are required to submit residency applications governed by rule 2 above. This approval process must be completed after the initial agreement is reached but before the sale, lease, or transfer is finalized. The owner/operator has ten calendar days to consider applications, which are deemed to be approved if, after ten calendar days, the owner/operator has not rejected the application and given the reasons for that rejection, in compliance with Rule 2 above.

33. Broker for Sales of Homes

Homeowners who sell their homes may sell their homes directly, or use any broker of their choosing. In addition, homeowners may, if they wish, contract to have the community owner/operator act as their broker. Under those circumstances, homeowners should enter into and sign a separate written agreement naming the owner/operator as their broker and charging a broker's fee of no more than 10% of the sale price of the home.

34. For Sale Signs

Homeowners may place signs in their homes or on their sites that advertise their home as "for sale" or "for lease." Homeowners using outdoor signs must comply with Rule 18 on digging. In addition, the signs used must be of a type available commercially, and consistent with Rule 15 on aesthetic standards for the exterior of the home and site.

35. Liens

For any overdue rent or other permissible tax, fee, or other properly disclosed charge; a community owner/operator may obtain a lien on the manufactured home and the contents of the home of the tenant who owes the debt. The owner may enforce such a lien by bringing a civil action under General Law's chapter 255, section 25A to have the property sold to satisfy the debt.

36. Replacement of Manufactured Home

If a tenant intends to replace his home with one of like dimensions, he or she shall obtain the approval of the owner/operator before placing the order for the new home, and such approval shall not be unreasonably withheld or delayed. The new home and its installation and placement on the site must comply with the community's reasonable rules and any applicable federal, state, or local governmental requirements. In addition, any workers hired to install the home must satisfy any applicable federal, state, or local laws, such as any applicable licensing or bonding requirements.

37. Approval of Owner/Operator and Enforcement of Community Rules

In any matter that requires the approval of the owner/operator, such approval may be reasonably based on the interests of either protecting the health, safety, welfare, or property of other community residents, the owner/operator, or the community property; and/or complying with standards set forth in enforceable community rules and applicable law. The owner/operator shall apply and enforce the rules in a non-discriminatory manner, free from selective enforcement. In addition, such approval shall not be unreasonably withheld or delayed. In general, such "unreasonable" delay means more than ten days, unless another time period is provided in an enforceable rule or applicable law.

38. Complaints

All complaints should be addressed to the community manager. All complaints received by the community managers are reviewed by the regional manager, and the owners agents. It is a violation of M.G.L c. 140,

**CHAPTER 140: SECTION 32P TERMS AND CONDITIONS OF OCCUPANCY;
DISCLOSURE IN WRITING; REQUIRED NOTICE**

IMPORTANT NOTICE REQUIRED BY LAW

The rules set forth below govern the terms of your lease or occupancy with this manufactured housing community. If these rules are changed in any way, the addition, deletion or amendment must be delivered to you, along with a copy of the certified mail receipts indicating that such change has been submitted to the attorney general and the director of housing and community development and either a copy of the approvals thereof by the attorney general and said director or a certificate signed by the owner stating that neither the attorney general nor said director has taken any action with respect thereto within the period set forth in paragraph (5) of section thirty-two L of chapter one hundred and forty. This notification must be furnished to you at least thirty days before the change goes into effect. The law requires all of these rules and regulations to be fair and reasonable or said rules and regulations cannot be enforced.

You may continue to stay in the community as long as you pay rent and abide by the rules and regulations. You may only be evicted for nonpayment of rent, violation of law or for substantial violation of the rules and regulations of the community. In addition, no eviction proceedings may be commenced against you until you have received notice by certified mail of the reason for the eviction proceeding and you have been given fifteen days from the date of the notice in which to pay the overdue rent or to cease and desist from any substantial violation of the rules and regulations of the community; provided, however, that only one notice of substantial violation of the rules and regulations of the community is required to be sent to you during any six month period. If a second or additional violation occurs, except for nonpayment of rent, within six months from the date of the first notice, then eviction proceedings may be commenced against you immediately.

You may not be evicted for reporting any violations of law or health and building codes to boards of health, the attorney general, or any other appropriate government agency. Receipt of notice of termination of tenancy by you, except for nonpayment of rent, within six months after your making such a report shall create a rebuttable presumption that such notice is a reprisal and may be pleaded by you in defense to any eviction proceeding brought within one year.

Any group of more than fifty percent of the tenants residing in the manufactured housing community has certain rights under section thirty-two R of chapter one hundred and forty, to purchase the community in the event the owner intends to accept an offer to sell or lease the community in the future. If you wish to receive further information about the financial terms of such a possible purchase, you may so notify the owner at any time by signing the attached Request for Information and returning it to the owner in person or by certified mail. Such request for information shall not obligate you to participate in any purchase of the community. For a proposed sale or lease by the owner that will result in a change of use or a discontinuance of the community you will receive information at least two years before the change becomes effective. Otherwise, Requests for Information or similar notices from more than fifty percent of the tenants residing in the community must be on file with the owner before the owner is required to give you information concerning the financial terms of a sale or lease.

This law is enforceable by the consumer protection division of the attorney general's office.

IMPORTANT NOTICE REGARDING COMMUNITY RULES

Please take notice that HILLCREST MHC LLC wants to issue the community rules. In particular, we intend to issue new rules based on the State of Massachusetts Attorney General's Model Rules for Manufactured Housing Community Living. The proposed new rules are attached. These new rules would apply to all community residents, and may have a material effect on living conditions in the community. The Attorney General and the Director of the Department of Housing and Community Development, One Congress Street, Boston, MA 02114, have the authority to approve these new rules. Any resident who wishes to provide comment on the proposed rules should write to the Consumer Protection and Antitrust Division, Office of the Attorney General, 1 Ashburton Place, 19th Fl., Boston, MA 02108. Residents may also submit their comments to:

HILLCREST MHC LLC, 1170 Pittsford Victor Road, P.O. Box 1660, Pittsford, New York 14534.

[Please note that this notice complies with the requirements of 940 C.M.R. 10.04(3).]

THE FOLLOWING SECTION CONTAINS FORMS WHICH THE DIVISION OF
HOUSING AND COMMUNITY DEVELOPMENT HAS APPROVED FOR USE
IN MASSACHUSETTS

Tenant Complaint Form
(To Be Completed By Tenant Making Complaint)

Community: _____ Date of Complaint: _____

Complaint Made by: _____ Lot No: _____

Complaint Against: _____ Lot No: _____

Complaint (please describe in detail):

Action Requested:

(This Section To Be Completed By Community Manager and Tenant)

Action Taken:

Matter Resolved: _____ Matter Not Resolved: _____

Further Action Request:

Tenant Signature: _____ Date: _____

Community Manager Signature: _____ Date: _____

(If matter has not been resolved, manager must forward this form to the main office for further action,
along with a rule violation form and any previous violations sent.)

Disposition By Main Office

Further Action Taken:

Signature: _____ Date: _____

WHITE: RESIDENT

CANARY: MANAGER'S FILE

PINK: MAIN OFFICE



Work Order

Community: _____ Date: _____

Location: _____

Preparer's Name: _____

Trees/Shrubs

- Trimming
- Dead
- On Home
- Down

Sewer

- Up-to-date
- Plugged
- Move
- Broken
- Cap Open
- Sewer Building

Water

- Leaking
- Low Pressure
- Upgrade H₂O Stand
- Broke
- Water Building

Electric

- New
- Update
- Move
- Half Power
- Paint Panels

Street Lights

- No Power
- Bad Eye
- Pole Broke
- Wire Cut

Drainage

- Catch Basin
- Cleaning Out
- Plugged
- One Put In

Landscape

- Dirt
- Topsoil
- Seed
- Straw

Sidewalk

- Remove
- Replace
- L x W x H

Mail Boxes

- Repair
- Paint
- No Light
- No Power

Equipment Needed

- Bobcat
- Dump Truck
- Blacktop Saw
- Jackhammer
- Tamper
- Generator

Street

- Potholes
- Signs
- Seal
- Paint Fire Hydrant
- Grass Growing on the road

Job Description: _____

DIAGRAM BOX

MASS - Revised 04/2005



Pet Registration Form

Community: _____
Tenant Name: _____
Tenant Address: _____
State _____ Zip _____

Kind: _____
Type Breed: _____
Color: _____
Name: _____
Age: _____ Weight: _____

Kind: _____
Type Breed: _____
Color: _____
Name: _____
Age: _____ Weight: _____

Kind: _____
Type Breed: _____
Color: _____
Name: _____
Age: _____ Weight: _____

Owner/Management Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

MASS - Revised 04/2005



Notice of Rules/Lease Violation

Name: _____

Address: _____

Notice is hereby given that you are responsible for certain violations of the Enforceable Community Rules. The following rule violation(s) were noted. Please correct these items:

<input type="checkbox"/> 10 Day Notice	Correct Violation by:	_____
<input type="checkbox"/> 30 Day Notice	Correct Violation by:	_____

Failure to comply or respond to reasonable requests regarding Enforceable Community Rules will result in further action by the Management.

Any expense incurred by the Community Owner/Operator because of negligence or non-compliance with Enforceable Rules of the Community by the Homeowner/Resident, their family, pets, guests or agents will be the responsibility of the Homeowner/Resident.

Refer to rule section listed after the violation for further explanation by going to your rules book.

HOME/HOME SITE MAINTENANCE

USE

<input type="checkbox"/> Appearance/Home	Rule # 15	<input type="checkbox"/> Auto:	
<input type="checkbox"/> Appearance/Lot	Rule # 15	<input type="checkbox"/> Flat Tire	Rule # 27c
<input type="checkbox"/> Appearance/Shed/Outside Structure	Rule # 15	<input type="checkbox"/> Oil Leak	Rule # 29b
<input type="checkbox"/> Garbage	Rule # 14	<input type="checkbox"/> More than Two Vehicles	Rule # 27a
<input type="checkbox"/> Other:		<input type="checkbox"/> Expired Registration	Rule # 27c
<input type="checkbox"/> Skirting	Rule # 15	<input type="checkbox"/> Expired Inspection	Rule # 27c
<input type="checkbox"/> Steps/Decking	Rule # 15	<input type="checkbox"/> Speeding	Rule # 28a
<input type="checkbox"/> Fencing	Rule # 15	<input type="checkbox"/> Parking:	
<input type="checkbox"/> Antennas/Satellites	Rule # 10	<input type="checkbox"/> Parking on Grass	Rule # 27b
<input type="checkbox"/> Resident's Conduct	Rule # 24	<input type="checkbox"/> Parking on Street	Rule # 27b
<input type="checkbox"/> Quiet Enjoyment	Rule # 24	<input type="checkbox"/> Pets:	
<input type="checkbox"/> Boats/Trailers/RVs	Rule # 27d	<input type="checkbox"/> Unregistered	Rule # 26
<input type="checkbox"/> Government Regulation/Local Ordinance	Rule # 15d	<input type="checkbox"/> Excessive Barking	Rule # 26
<input type="checkbox"/> Sale or Transfer of Home	Rule # 32	<input type="checkbox"/> Unattended	Rule # 26
<input type="checkbox"/> Violation by Resident's Guest	Rule # 24a		
<input type="checkbox"/> Tampering with Park-Owned Utilities/Buildings	Rule # 9f		

Description of Violation:

Community: _____ Date: _____

Manager: _____

MASS - Revised 04/2005

MC GAN MANAGEMENT, LC.
Resident Lot Inspection

Community Name: _____
Resident Name: _____
Lot # / Address: _____



Date of Inspection:	INSPECTION			RE-INSPECTION		
	OK	Not OK	Comments	OK	Not OK	Comments
HOME						
Siding: Repair / Replace						
Siding: Paint						
Siding: Power Wash						
Roof: Repair Shingles						
Roof: Paint						
Additional: Repair / Paint						
Corports: Repair / Paint						
Doors: Repair / Replace						
Doors: Paint / Stain						
Windows: Repair / Replace						
Proper House Numbering						
Remove or Cover Hitch						
STEPS / DECKS / PATIO						
-Repair / Replace						
-Paint / Stain						
-Install Hand Rails						
-Improper Storage of Items						
SHED						
-Repair / Replace						
-Paint / Stain						
-Roof						
-Unauthorized						
-Improper Storage of Items						
LOT						
-Grass: Mowing						
-Grass: Trimming						
-Grass: Repair / Plant						
-Shrub / Tree Trimming						
-Garbage / Trash / Debris						
-Improper Storage of Items						
-Fence: Paint / Stain						
-Fence: Repair / Replace						
-Unauthorized Fence						
-Unauthorized Basketball Hoop						
-Unauthorized Swimming Pool						
-Unauthorized Trampoline						
FUEL/PROPANE TANKS						
-Level						
-Paint / Replace						
VEHICLES						
-Unregistered / Unlicensed						
-Inoperable						
-Parked on Grass / Road						
-Leaking Gas / Oil / Fluids						
-Unauthorized Boat / Trailer / RV						
PETS						
-Outside Unattended						
-Improper Fecal Removal						
-Remove Run / Pet House / Tether						
OTHER						
-						
-						
-						
-						
PLEASE REFER TO YOUR COMMUNITY RULES AND REGULATIONS						

Notice of Remedy

Violations must be corrected within _____ days of this inspection.

A re-inspection will be performed on _____.

M-Steve@FormsLot Insp

WHITE - Resident Copy YELLOW - Manager's Copy
PINK - Resident 2nd Notice BLUE - Corporate Office

Revision: April 22, 2004

HILLCREST MHC LLC

INITIAL WRITTEN DISCLOSURES

To all prospective purchasers and tenants and to all existing tenants renewing or changing their tenancy: the following signed Written Disclosure including the Community Rules and "Important Notice Required by Law" is presented to you for your review. Signed acknowledgment of your receipt of this Disclosure is required at least 72 hours prior to either the signing of any Lease or the commencement of any new tenancy whichever comes first.

Community Name and Address:

Hillcrest Mobile Home Park
11 GLAYDS DRIVE
MIDDLEBORO, MA 02346
(508) 947-1571

Operators Name and Address:

(The Term "Operator" as used herein is the same person or entity as the "Lessor" as used in the lease.)

HILLCREST MHC LLC
11 GLAYDS DRIVE
MIDDLEBORO, MA 02346
(508) 947-1571

Common Areas and Facilities:

The common areas of the community exclude home-sites but include the following:

1. The roadways;
2. Common grassy areas;
3. Mailbox facilities.

The following areas are not subject to common usage and their use is restricted:

1. The sewage disposal system area;
2. The water pump site;
3. The sewage disposal system area;
4. Maintenance buildings.

Restrictions on Use of Certain Areas:

Use of community roadways is restricted to licensed drivers, registered motor vehicles, bicycles and pedestrians and vendors with proof of adequate liability insurance.

Garage operations areas are restricted to maintenance personal only and for safety and insurance reasons not considered a common area.

The Size and Location of the Manufactured Home Site:

- a. Your home will be situated on Your Site, which contains approximately **Varies** square feet, more or less.
- b. You will have right of access over your neighbor's lawn to the side of your house for the purpose of home maintenance and/or utility access provided that your neighbor's lawn will be unchanged by such activity. Such access will be restricted to five feet out from your house onto your neighbor's, and will be utilized so as not to interfere with your neighbor's quiet enjoyment of his/her lot.
- c. No resident shall place any item or put any plantings within five feet of another resident's home to protect from damage, allow passage and preserve the quiet enjoyment of all residents.

Community Rules: is attached hereto and made a part hereof.

The "Important Notice Required by Law" under M.G.L. c.140, §32P: is attached hereto and made a part hereof.

Occupancy: In every home, there shall be no more than two occupants per bedroom, unless a higher or lower number is permissible according to the standards of the United States Department of Housing and Urban Development ("HUD") or other applicable local, state, or federal law..

Term of Occupancy: The community offers leases of up to five (5) years depending upon a December 1st anniversary date, which are assumable by new purchasers.

Site Rental Terms and Fees:

- a. The monthly rental fee for the site is presently \$0.00. This rent in general covers the following items:
 - a. Base rent;
 - b. Town tax;
 - c. Real Estate Taxes;
 - d. Water and sewer fees;
 - e. Capital Improvements.

Services covered by the Base rent include household rubbish disposal, snow plowing and maintenance of common roadways and other common areas.

- b. A late charge of 5% will be assessed on rent over 30 days late.
- c. A charge of \$30.00 will be added to all checks returned for insufficient funds.
- d. If more than three (3) checks are returned for insufficient funds in any 365 day period, only money orders or registered checks will be accepted in the future.
- e. Please make all checks payable to: HILLCREST MHC LLC, P.O. Box 1720, Pittsford, NY 14534
- f. This item intentionally left blank.
- g. This item intentionally left blank.

Utilities: Electrical service is individually metered to each home site and tenant is responsible for direct payment to the utility company. Tenants may choose and are responsible for direct service and payment to his/her supplier.

Telephone, Internet service and cable television are directly available to individual homes and tenants are responsible for their choice of these services and direct payments to these companies.

Home Owner's Insurance: If insurance is available at reasonable rates, residents are required to obtain home owners insurance and liability coverage for your home and site. The tenant may be required to provide management with a copy of their Insurance Binder. (Pollution coverage is encouraged due to the fact if a tenant should be negligent in the care of their oil tank and a leak or spill occurs, tenant could be held responsible for costly clean up.)

Other Fees and Charges:

- a. Tenants may be charged a fee for removal of any items or trash other than normal household trash by the usual trash disposal provider, if that service is available. Community owner/operator may provide that service as well for a reasonable charge.
- b. Vehicles that are leaking or dripping gas must be promptly repaired. If resident fails to take corrective action after properly being notified, resident may be liable for costs related to the repair of driveway or roadway.
- c. Unregistered vehicles and any vehicle parked in violation of any enforceable rule are not permitted and a towing fee may be charged after reasonable notice is given to the vehicle owner and the appropriate local authorities.
- d. If tenant elects to hire the operator to perform a service, charges for that service will be based on an agreed upon fee by both parties.
- e. If a tenant elects to replace his home with another home he must first notify and receive the Operators written consent. Any costs incurred relative to the replacement of a home shall be the sole responsibility of the tenant.
- f. If a tenant removes any improvements from the home site during his tenancy or at the completion of his tenancy causing damage to the site, tenant shall be responsible for repair.
- g. Tenants may be charged for work undertaken by the management, if after failure of the tenant to maintain the exterior of home or lot and after providing tenant with written notice of specified work to be performed and a reasonable time frame allowed, tenant does not do the repairs. Such notice shall specify the amount that will be charged to tenant. Charges will be fair and reasonable. See aesthetic standards for homes and sites in the Community Rules.
- h. Tenants are responsible for the care and maintenance of aboveground oil tanks. They are responsible for selecting and monitoring their reputable and insured fuel providers for care and efficiency. If the tank is not scraped and painted, or is allowed to deteriorate from lack of maintenance and tenant is determined to be negligent by a Court of law with competent jurisdiction, tenant may be charged the uncompensated costs of remediation of a leak or spillage from the oil tank. Tenant may also be charged the costs of removing or replacing the tank.
- i. Tenants may be required to reimburse costs or repair damage if they are found by a Court of competent jurisdiction to have negligently or purposely caused damage to the community's basic utilities and septic systems.

940 C.M.R. 10:00 Regulations: You are hereby informed that the Attorney General has promulgated regulations with an enforcement date of September 23, 1996 relating to the conduct of manufactured housing communities. A copy of these regulations is available for resident inspection on the Community bulletin board along with the Community Rules at all times.

M.G.L. c. 140, § 32P

CHAPTER 140: SECTION 32P TERMS AND CONDITIONS OF OCCUPANCY; DISCLOSURE IN WRITING; REQUIRED NOTICE

IMPORTANT NOTICE REQUIRED BY LAW

The rules set forth below govern the terms of your lease or occupancy with this manufactured housing community. If these rules are changed in any way, the addition, deletion or amendment must be delivered to you, along with a copy of the certified mail receipts indicating that such change has been submitted to the attorney general and the director of housing and community development and either a copy of the approvals thereof by the attorney general and said director or a certificate signed by the owner stating that neither the attorney general nor said director has taken any action with respect thereto within the period set forth in paragraph (5) of section thirty-two L of chapter one hundred and forty. This notification must be furnished to you at least thirty days before the change goes into effect. The law requires all of these rules and regulations to be fair and reasonable or said rules and regulations cannot be enforced.

You may continue to stay in the community as long as you pay rent and abide by the rules and regulations. You may only be evicted for nonpayment of rent, violation of law or for substantial violation of the rules and regulations of the community. In addition, no eviction proceedings may be commenced against you until you have received notice by certified mail of the reason for the eviction proceeding and you have been given fifteen days from the date of the notice in which to pay the overdue rent or to cease and desist from any substantial violation of the rules and regulations of the community; provided, however, that only one notice of substantial violation of the rules and regulations of the community is required to be sent to you during any six month period. If a second or additional violation occurs, except for nonpayment of rent, within six months from the date of the first notice, then eviction proceedings may be commenced against you immediately.

You may not be evicted for reporting any violations of law or health and building codes to boards of health, the attorney general, or any other appropriate government agency. Receipt of notice of termination of tenancy by you, except for nonpayment of rent, within six months after your making such a report shall create a rebuttable presumption that such notice is a reprisal and may be pleaded by you in defense to any eviction proceeding brought within one year.

Any group of more than fifty percent of the tenants residing in the manufactured housing community has certain rights under section thirty-two R of chapter one hundred and forty, to purchase the community in the event the owner intends to accept an offer to sell or lease the community in the future. If you wish to receive further information about the financial terms of such a possible purchase, you may so notify the owner at any time by signing the attached Request for Information and returning it to the owner in person or by certified mail. Such request for information shall not obligate you to participate in any purchase of the community. For a proposed sale or lease by the owner that will result in a change of use or a discontinuance of the community you will receive information at least two years before the change becomes effective. Otherwise, Requests for Information or similar notices from more than fifty percent of the tenants residing in the community must be on file with the owner before the owner is required to give you information concerning the financial terms of a sale or lease.

This law is enforceable by the consumer protection division of the attorney general's office.

I hereby acknowledge that more than 72 hours prior to signing any Lease or Occupancy Agreement I received a copy of the following documents:

- a. Initial Written Disclosures;
- b. Important Notice Required by Law; and
- c. Community Rules for HILLCREST MHC LLC

I also do hereby acknowledge and affirm that I have read all of the above-referenced documents.

MARSAN & MARSAN
ATTORNEY AT LAW
45 BRISTOL DRIVE
EASTON, MASSACHUSETTS 02375

Area Code 508
238-0176
238-0230 (FAX)

gerard.marsan@comcast.net
david.marsan@comcast.net

David E. Marsan
Gerard S. Marsan

July 6, 2012

Via E-mail and First Class Mail

Town of Middleborough
Board of Selectmen
Alfred P. Rullo, Jr., Chairman
10 Nickerson Ave.
Middleborough, MA 02346

RE: Corey W. Farcas, Trustee, Plaintiff
v.
Middleborough Board of Selectmen, et al, Defendants
Plymouth County Superior Court Docket No. 2004-01472-A

And

Robert J. Whalen, Building Commissioner, Town of Middleborough et al, Plaintiffs
v.
Corey W. Farcas, Trustee, Edgeway Realty Trust, Defendants
Plymouth County Superior Court Docket No. 2004-01471-A

And

Middleborough Rent Board Hearing, May 2, 2011

Dear Chairman Rullo and Members of the Board:

I write to you with respect to Agreements for Judgment and a Settlement Agreement ("Agreements") entered into between the parties in the three (3) matters referenced above on behalf of my client, Edgeway Realty Trust ("Edgeway") and in anticipation of my appearance before your Board on Monday July 9, 2012 at 8:00 p.m. Please accept this letter as Edgeway's formal request that its M.G.L.A. Chapter 140 Section 32B License be issued by the Board of Health for calendar year 2012 and that your Board favorably dispose of the Rent Board case which has been continued to July 9, 2012, as provided for in the Agreements.

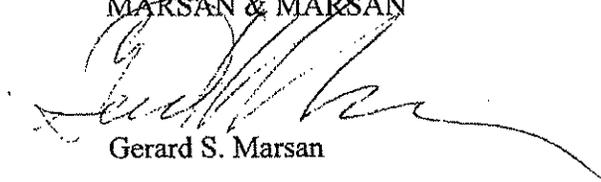
Each attorney in this office is an independent practitioner who is not responsible for the practice or the liability of any other Attorney
in this office

Town of Middleborough
Board of Selectmen
Alfred P. Rullo, Jr., Chairman
July 6, 2012
Page 2

With respect to these two requests it is to be noted that Edgeway has completed Phase I as described within the Agreements, together with an extensive "initial punch list" issued prior to March 15, 2012 as well as having filed, on or before March 15, 2012, the plan relating to Phase II. Additionally, since your Board's Meeting of May 14, 2012, Edgeway has completed further punch lists issued by the Board. Certification by Prime Engineering with respect to completion of these punch lists will be forwarded by separate e-mail later today to Town Manager, Charles Cristello, for delivery to the Board prior to the July 9, 2012 meeting.

Therefore, as Edgeway has performed according to and met the requirements set forth in the Agreements, it is respectfully requested that the Board, at its meeting on July 9, 2012, grant the License and dispose of Rent Board case as required by those Agreements.

Very truly yours,
MARSAN & MARSAN



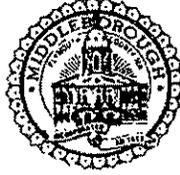
Gerard S. Marsan

- c. Charles Cristello, Town Manager via e-mail
- Daniel Murray, Town Counsel via e-mail
- Corey W. Farcas, Trustee via e-mail

W/GSM/FARCAS/06243/BOARD OF SELECTMEN2

I drove through Edgeway to see their progress on the punch list. I met Jamie Bissonette from Prime Engineering on site. He explained that they had just few more items to take care of and will be ready to certify completion on Monday morning. We will bring copies of his certification to the meeting Monday night.

Charlie



A hearing will be held by the Board of Selectmen on Monday, July 9, 2012 at 8:15 PM in the Selectmen's Meeting Room at the Town Hall, located at 10 Nickerson Avenue, Middleborough, MA for the purpose of discussing application made by Dave's Diner, Inc., d.b.a. Dave's Diner for an Alteration of Premises All Alcoholic Beverages Restaurant Liquor license, property located at 390 West Grove Street, Middleboro, MA Assessors Map 48, Lot 4758, Middleborough, MA. Anyone desiring to be heard on this matter should appear at the time and place designated.

Alfred P. Rullo, Jr.
Allin Frawley
Steven P. Spataro
Ben Quelle
Stephen J. McKinnon

Publish: June 28, 2012

Payment forthcoming



**Town of Middleborough
Massachusetts**

BOARD OF SELECTMEN

**APPLICATION FOR LICENSE
(PLEASE TYPE OR PRINT CLEARLY)**

DATE 6/11/12
NAME OF APPLICANT Dave's Diner, Inc.
ADDRESS OF APPLICANT 390 W. Grove St.
ASSESSORS MAP & LOT 018-4758
DAYTIME TELEPHONE 508 923 4755

NAME OF BUSINESS Dave's Diner
OWNER OF PROPERTY TO BE LICENSED David + Diana Fisher
ADDRESS OF PROPERTY TO BE LICENSED 390 W. Grove St.
ASSESSORS MAP & LOT 018 4758

TYPE OF LICENSE REQUESTED (Check One)

- 2nd Hand Furniture _____
- Class I License _____
- Class III License _____
- Common Victualler _____
- Entertainment _____
- 2nd Hand Clothing _____
- Class II License _____
- Liquor License Alteration of Premise
- Automatic Amusement _____
- Other _____ Added an outside patio for Service of Food + Alcoholic Beverages

Anticipated Start Date for Business In Business since 1/98
Hours requested: _____

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere?
If yes, explain: yes, Fireside, Harry's + Riverside

Signature [Handwritten Signature]

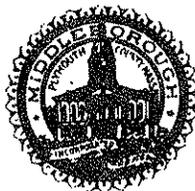
DATE OF HEARING 7/9/12 APPROVED/DENIED _____

Do not write below line: To be Completed by Treasurer/Collector: _____

Please inform this department, as well as the Board of Selectmen, as to whether or not the above listed property owner/applicant/petitioner owes the Town of Middleborough any outstanding taxes and/or municipal charges that remain unpaid for more than one year.

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? NO

[Large Handwritten Signature]



Town of Middleborough

Massachusetts

BOARD OF SELECTMEN

MEMORANDUM

TO: Building Commissioner
Health Officer
Conservation Commission
Planning Board

FROM: Board of Selectmen's office

DATE: 6/27/12

RE: **Liquor license hearing re Alteration of Premises Application
Dave's Diner, Inc., d.b.a. Dave's Diner
390 West Grove Street, M 48, L 4758**

Please be advised that the above referenced matter is scheduled before the Board of Selectmen on 7/9/12 at 8:15 PM.

The applicant is applying for an alteration of premises (sketch attached) to be added to his liquor license as is required.

Please provide this office with any concerns, objections, and/or requirements in granting this license by Thursday, 7/5/12.

Thank you.

Attachments

cc: Board of Selectmen
Town Manager

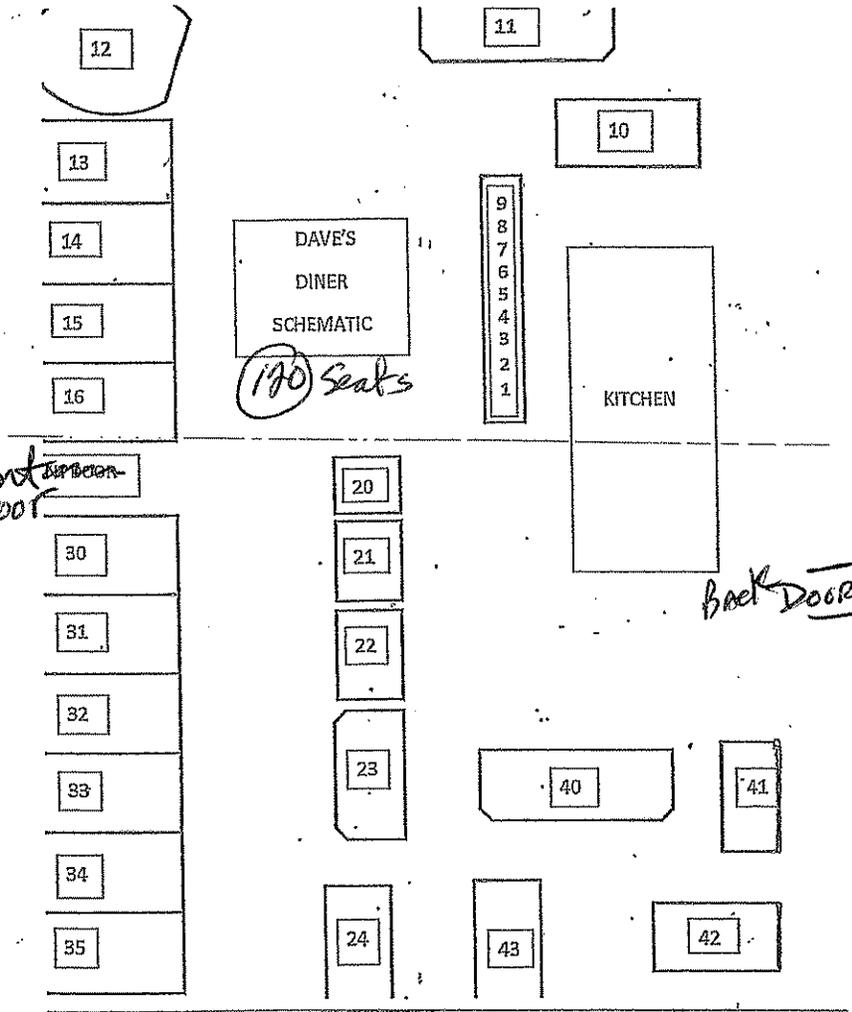
DAVE'S DINER, INC.
 D/B/A DAVE'S DINER
 390 W. GROVE ST., RT. 28
 MIDDLEBORO, MA 02346

Current Schematic

(120) seats Inside
 (60) seats outside

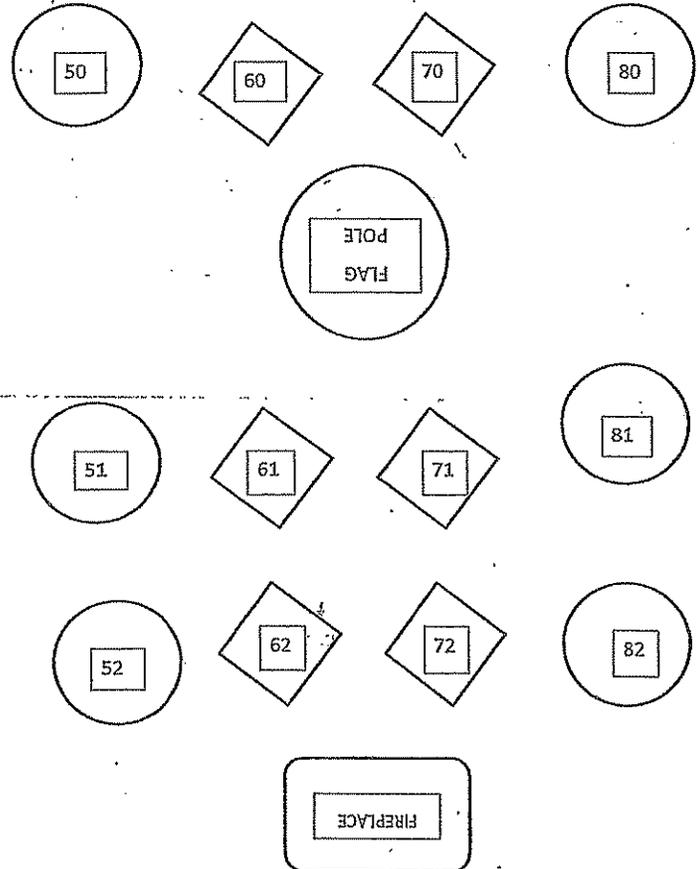
Front ~~Entrance~~
 Door

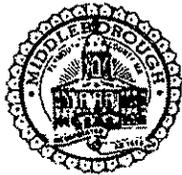
Back Door



Door ↓

outside
 DINER
 PATIO SCHEMATIC (60) seats





A hearing will be held by the Board of Selectmen on Monday, July 9, 2012 at 8:30 PM in the Selectmen's Meeting Room at the Town Hall, located at 10 Nickerson Avenue, Middleborough, MA for the purpose of discussing application made by H.T.F., Inc., d.b.a. Harry's Bar & Grille for an Alteration of Premises All Alcoholic Beverages Restaurant Liquor license, property located at 407 West Grove Street, Middleboro, MA Assessors Map 48, Lot 3973, Middleborough, MA. Anyone desiring to be heard on this matter should appear at the time and place designated.

Alfred P. Rullo, Jr.
Allin Frawley
Steven P. Spataro
Ben Quelle
Stephen J. McKinnon

Publish: June 28, 2012

Payment forthcoming



Town of Middleborough Massachusetts

BOARD OF SELECTMEN

APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)

DATE 6/11/12
 NAME OF APPLICANT H.F. Inc
 ADDRESS OF APPLICANT 407 W. Grove St.
 ASSESSORS MAP & LOT 048 3973
 DAYTIME TELEPHONE 508 947 9297
 NAME OF BUSINESS Harry's Bar + Grille
 OWNER OF PROPERTY TO BE LICENSED David + Dina Fisher
 ADDRESS OF PROPERTY TO BE LICENSED 407 W. Grove St.
 ASSESSORS MAP & LOT 048 3973

TYPE OF LICENSE REQUESTED (Check One)

- 2nd Hand Furniture _____
- Class I License _____
- Class III License _____
- Common Victualler _____
- Entertainment _____
- 2nd Hand Clothing _____
- Class II License _____
- Liquor License _____
- Automatic Amusement _____
- Other _____

Alteration of Premise
Added an outside Deck
for service of Food + Alcoholic
Beverages

Anticipated Start Date for Business 3/2007
 Hours requested: _____

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere?
 If yes, explain: yes, Fireside, Dave's Diner + The Riverside

Signature [Handwritten Signature]

DATE OF HEARING 7.9.12

APPROVED/DENIED

Do not write below line: To be Completed by Treasurer/Collector:

Please inform this department, as well as the Board of Selectmen, as to whether or not the above listed property owner/applicant/petitioner owes the Town of Middleborough any outstanding taxes and/or municipal charges that remain unpaid for more than one year.

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? NO

[Large Handwritten Signature]



Town of Middleborough
Massachusetts

BOARD OF SELECTMEN

MEMORANDUM

TO: Building Commissioner
Health Officer
Conservation Commission
Planning Board

FROM: Board of Selectmen's office

DATE: 6/27/12

RE: **Liquor license hearing re Alteration of Premises Application**
Harry's Bar & Grille
407 West Grove Street, M 48, L 3973

Please be advised that the above referenced matter is scheduled before the Board of Selectmen on 7/9/12 at 8:30 PM.

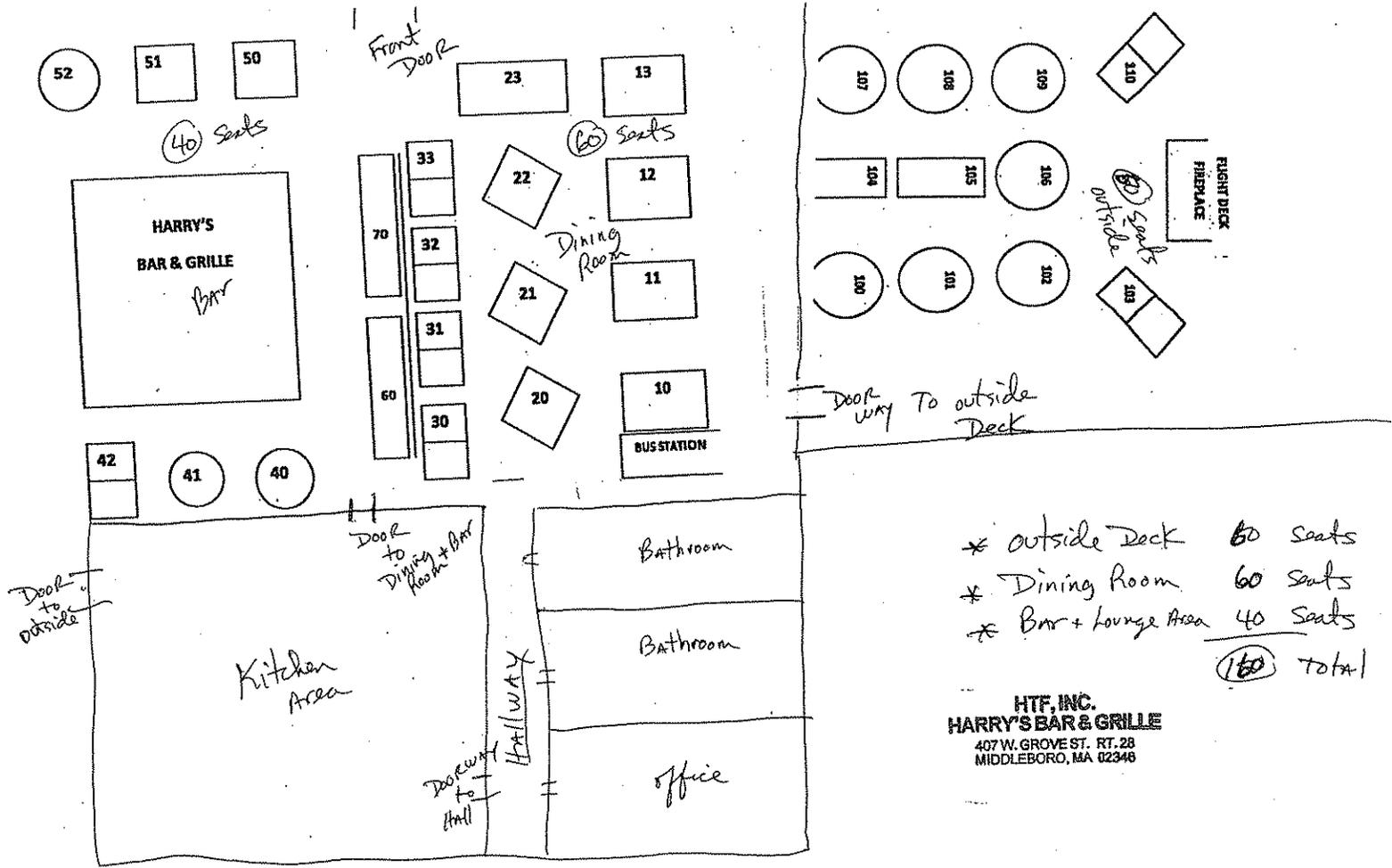
The applicant is applying for an alteration of premises (sketch attached) to be added to his liquor license as is required.

Please provide this office with any concerns, objections, and/or requirements in granting this license by Thursday, 7/5/12.

Thank you.

Attachments

cc: Board of Selectmen
Town Manager



52 51 50

(40) Seats

**HARRY'S
 BAR & GRILLE**
Bar

Front Door

23 13

(60) Seats

33
 32
 31
 30
 70
 60

22 12
 21 11
 20 10
 BUSSTATION

Dining Room

42 41 40

107 108 109

(60) Seats
 outside

RIGHT DECK
 FIREPLACE

104 105 106

100 101 102

103

Door way To outside Deck

Door to Dining + Bar
 kitchen

Door to outside

Kitchen Area

HALLWAY

Doorway to Hall

Bathroom
 Bathroom
 office

- * outside Deck 60 seats
- * Dining Room 60 seats
- * Bar + lounge Area 40 seats
- (160) Total**



Town of Middleborough
Massachusetts

BOARD OF SELECTMEN

APPLICATION FOR LICENSE
(PLEASE TYPE OR PRINT CLEARLY)

DATE 6/14/12
NAME OF APPLICANT Shawn Hemms
ADDRESS OF APPLICANT 107 Oak St. Middleborough
ASSESSORS MAP & LOT _____
DAYTIME TELEPHONE 508-358-1892

NAME OF BUSINESS Center Ave LLC D/B/A Center Ave Cafe
OWNER OF PROPERTY TO BE LICENSED Shawn Hemms - Center Ave LLC
ADDRESS OF PROPERTY TO BE LICENSED 160 Center Ave.
ASSESSORS MAP & LOT 50N-5919

TYPE OF LICENSE REQUESTED (Check One)

- 2nd Hand Furniture _____
- Class I License _____
- Class III License _____
- Common Victualer _____
- Entertainment _____
- 2nd Hand Clothing _____
- Class II License _____
- Liquor License _____
- Automatic Amusement _____
- Other Pledge of Liquor License

Anticipated Start Date for Business _____
Hours requested: _____

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere?
If yes, explain:

Current liquor license holder

Signature [Handwritten Signature]

DATE OF HEARING 7.9.12

APPROVED/DENIED

Do not write below line: To be Completed by Treasurer/Collector.

Please inform this department, as well as the Board of Selectmen, as to whether or not the above listed property owner/applicant/petitioner owes the Town of Middleborough any outstanding taxes and/or municipal charges that remain unpaid for more than one year.

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? NO

[Large Handwritten Signature]



**Town of Middleborough
Massachusetts**

BOARD OF SELECTMEN

MEMORANDUM

TO: Building Commissioner
Health Officer
Conservation Commission
Planning Board

FROM: Board of Selectmen's office

DATE: 6/27/12

RE: **Liquor license application re Pledge of License
Center Ave LLC, d.b.a. Center Ave. Cafe
160 Center Ave., M 50N, L 5919**

Please be advised that the above referenced matter is scheduled before the Board of Selectmen on 7/9/12 at 8:40 PM. This application does not require a public hearing notice.

The applicant is applying to Pledge his license.

Please provide this office with any concerns, objections, and/or requirements in granting this license by Thursday, 7/5/12.

Thank you.

Attachments

cc: Board of Selectmen
Town Manager

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

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

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

2420

IF USED EPAY, CONFIRMATION NUMBER:

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY):

070000063

LICENSEE NAME:

Center Ave LLC D/B/A Center Ave. Cafe

ADDRESS:

160 Centre Ave.

CITY/TOWN:

Middleboro

STATE

MA

ZIP CODE

02346

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> New Officer/Director | <input checked="" type="checkbox"/> Pledge of License | <input type="checkbox"/> Change Corporate Name |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Seasonal to Annual |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Transfer of Stock | <input type="checkbox"/> Change of License Type |
| <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> Other |
| <input type="checkbox"/> 6-Day to 7-Day License | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Wine & Malt to All Alcohol | |

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION
 P. O. BOX 3396
 BOSTON, MA 02241-3396

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

PETITION FOR CHANGE OF LICENSE

070000063
ABCC License Number

Middleboro
City/Town

The licensee Center Avenue LLC DBA respectfully petitions the Licensing Authorities to approve the following transactions: Center Ave. Cafe

- Change of Manager
- Pledge of License/Stock
- Change of Corporate Name/DBA
- Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")
- Alteration of Premises
- Cordial & Liqueurs
- Change of Location

Change of Manager

Last-Approved Manager:

Requested New Manager:

Pledge of License /Stock

Loan Principal Amount: \$ 87,500 Interest Rate: 7%

Payment Term: 12 months Lender: Mutual Federal Savings Bank

Change of Corporate Name/DBA

Last-Approved Corporate Name/DBA:

Requested New Corporate Name/DBA:

Change of License Type

Last-Approved License Type:

Requested New License Type:

Alteration of Premises: (must fill out attached financial information form)

Description of Alteration:

Change of Location: (must fill out attached financial information form)

Last-Approved Location:

Requested New Location:

Signature of Licensee

[Signature]
(If Corporation/LLC, by its authorized representative)

Date Signed

6/13/12

PLEDGE AGREEMENT

Date: May 31, 2012

1. To secure the prompt, punctual, and faithful performance of all and each of the Liabilities (as defined below) of **Center Avenue, LLC**, a Massachusetts limited liability company, with its principal office at 160 Centre Street, Middleborough, Massachusetts 02346 (the "Borrower") to **Mutual Federal Savings Bank of Plymouth County**, (the "Bank") with its principal office at 570 Washington Street, Whitman, Massachusetts, **Center Avenue, LLC**, a Massachusetts limited liability company, with its principal office at 160 Center Street, Middleborough, Massachusetts 02346 (the "Pledgor") hereby grants to the Bank a security interest in and to, and assigns, pledges and delivers to the Bank the following property, and all products, proceeds, substitutions, additions, interest, dividends, and other distributions (including, without limitation, stock splits) in respect thereto, and all books, records, and papers relating to the foregoing (all of which is referred to in this Agreement as the "Collateral"):

The all alcohol beverage license issued by the Town of Middleborough and Commonwealth of Massachusetts for the property located at 160 Center Street, Middleborough, Massachusetts

As used in this Agreement, the terms "Liability" and "Liabilities" shall include, without limitation, all loans, advances, indebtedness, notes including but not limited to that certain note dated May 31, 2012, in the original principal amount of \$80,000.00, liabilities and amounts, liquidated or unliquidated, owing by Borrower to Bank at any time, each of every kind, nature and description, and the performance by Borrower of all acts, obligations, covenants, terms, and conditions, in each case whether now or hereafter arising under this Agreement or under any other agreement between Borrower and Bank including, without limitation, all documents executed and delivered pursuant thereto or in connection therewith, or otherwise and whether secured or unsecured, direct or indirect, including but not limited to all guaranties and endorsements in favor of Bank (including but not limited to those certain guaranties dated May 31, 2012, in favor of Bank pertaining to obligations of Center Avenue, LLC, absolute or contingent, due or to become due, now existing or hereafter arising or acquired. Without limiting the generality of the foregoing, said term shall also include all interest and other charges chargeable to Borrower or due from Borrower to Bank from time to time and all Costs of Collection.

2. The Pledgor represents that the Collateral is held and owned by the Pledgor free and clear of all liens, encumbrances, attachments, security interests, pledges, and charges, and if the Collateral is securities, is fully paid for and non-assessable.

3. The Pledgor shall

(a) execute all such instruments, documents, and papers and will do all such acts as the Bank may request from time to time to carry into effect the provisions and

intent of this Agreement, including, without limitation, the execution of stop transfer orders, stock powers, notifications to obligors on the Collateral, the providing of notification in connection with book entry securities or general intangibles, and the providing of instruction of the issuers of uncertificated securities, and will do all such other acts as the Bank may request with respect to the perfection and protection of the security interest granted herein and the assignment effected hereby

(b) keep the Collateral free and clear of all liens, encumbrances, attachments, security interests, pledges, and charges

(c) deliver to the Bank, if and when received by the Pledgor, any item representing or constituting any of the Collateral, including, without limitation, all cash dividends and all stock certificates whether now existing or hereafter received as a result of any stock dividends, stock splits or otherwise

(d) upon the request of the Bank, cause the issuer of any uncertificated securities comprising any of the Collateral to issue certificates with respect thereto

(e) upon the request of the Bank, cause certificated securities comprising any of the Collateral to be issued in the name of the Bank, as pledgee

(f) not cause or permit any of the Collateral presently evidenced by a written certificate to be converted to uncertificated securities

(g) not exercise any right with respect to the Collateral which would dilute or adversely affect the Bank's rights in the Collateral

(h) not file any affidavit for replacement of lost stock certificates or bonds and

(i) not vote the Collateral in favor of or consent to any resolution which might

1. impose any restrictions upon the sale, transfer, or disposition of the Collateral or

2. result in the issuance of any additional shares of stock of any class or

3. vest additional powers, privileges, preferences, or priorities to any other class of stock.

4. Upon the occurrence of an Event of Default as described below, any and all Liabilities of the Borrower to the Bank shall become immediately due and payable at the option of the Bank and without notice or demand, in addition to which the Bank may exercise the Bank's rights and remedies set forth in this Pledge Agreement which are exercisable upon default or an Event of Default. The occurrence of any such Event of Default shall also constitute, without notice or demand, a default under all other agreements between the Bank and the Pledgor and instruments and papers given the

Bank by the Pledgor, whether now existing or hereafter arising. The term Event of Default shall mean any default in the payment or performance of any of the Liabilities as defined in this Agreement.

5. Upon the occurrence of any Event of Default, and any time thereafter, the Bank shall have all of the rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts, in addition to which the Bank may sell or otherwise dispose of the Collateral and/or enforce and collect the Collateral (including, without limitation, the liquidation of debt instruments or securities and the exercise of conversion rights with respect to convertible securities, whether or not such instruments or securities have matured and whether or not any penalties or other charges are imposed on account of such action), for application towards (but not necessarily in complete satisfaction of) the Liabilities. Unless the Collateral is perishable, threatens to decline speedily in value, or is of a type customarily sold on a recognized market (in which event the Bank shall give the Pledgor such notice as may be practicable under the circumstances), the Bank shall give the Pledgor at least the greater of the minimum notice required by law or seven (7) days prior written notice of the date, time, and place of any public sale thereof or of the time after which any private sale or any other intended disposition is to be made. The Pledgor acknowledges that any exercise by the Bank of the Bank's rights upon default may be subject to compliance by the Bank with applicable statutes, regulations, ordinances, directives, or orders of any federal, state, municipal, or other governmental authority, and may impose, without limitation, any of the foregoing restricting the sale of securities. The Bank, in its sole discretion at any such sale, may restrict the prospective bidders or purchasers as to their number, nature of business and investment intention, and impose, without limitation, a requirement that the persons making such purchases represent and agree, to the satisfaction of the Bank, that they are purchasing the Collateral for their own account, for investment, and not with a view to the distribution of resale thereof. The proceeds of any collection or of any sale or disposition of the Collateral held pursuant to this Agreement shall be applied toward the Liabilities in such order and manner as the Bank determines in its sole discretion, any statute, custom, or usage to the contrary notwithstanding.

6. The Pledgor hereby designates the Bank as and for the attorney-in-fact of the Pledgor to: endorse in favor of the Bank any of the Collateral cause the transfer of any of the Collateral into such name as the Bank may, from time to time, determine cause the issuance of certificates for book entry and/or uncertificated securities renew, extend, or roll over any Collateral and make demand and initiate actions to enforce any of the Collateral. The Bank may take such action with respect to the Collateral as the Bank may reasonably determine to be necessary to protect and preserve its interest in the Collateral. The Bank shall also have and may exercise at any time all rights, remedies, powers, privileges, and discretions of the Pledgor with respect to and under the Collateral, provided, however, the Bank shall have no right to exercise any voting right available to holders of the Collateral at any time the Collateral is held by the Bank solely as pledgee hereunder, and before an Event of Default has occurred. All of the rights, remedies, powers, privileges and discretions included in this Paragraph 6, may

be exercised by the Bank whether or not any of the Liabilities are then due and whether or not an Event of Default has occurred. The within designation, being coupled with an interest, is irrevocable until the within Agreement is terminated by a written instrument executed by a duly authorized officer of the Bank. The power of attorney shall not be affected by subsequent disability or incapacity of the Pledgor. The Bank shall not be liable for any act or omission to act pursuant to this Paragraph except for any act or omission to act which is in actual bad faith. Nothing contained in this Agreement shall constitute the Bank as a partner of, or co-venturer with the Pledgor or any person or entity which is the issuer of the Collateral unless and until Bank has exercised its rights pursuant to Section 5 above, and then only if the Bank is the purchaser of the Collateral and such purchaser would, by reason of such purchase become a partner or co-venturer.

7. The rights, remedies, powers, privileges, and discretions of the Bank hereunder (hereinafter, the "Bank's Rights and Remedies") shall be cumulative and not exclusive of any rights, remedies, powers, privileges or discretions which it otherwise may have. No delay or omission by the Bank in exercising or enforcing any of the Bank's Rights and Remedies shall operate as, or constitute, a waiver thereof. No waiver by the Bank of any Event of Default or of any default under any other agreement shall operate as a waiver of any other default hereunder or under any other agreements. No exercise of any of the Bank's Rights and Remedies and no other agreement or transaction of whatever nature entered into between the Bank and the Borrower at any time shall preclude any other exercise of the Rights and Remedies. No waiver by the Bank of any of the Bank's Rights and Remedies on any one occasion shall be deemed a waiver on any subsequent occasion, nor shall it be deemed a continuing waiver. All of the Bank's Rights and Remedies and all of the Bank's rights, remedies, powers, privileges, and discretions under any other agreement or transaction are cumulative and not alternative or exclusive and may be exercised by the Bank at such time or times in such order of preference as the Bank in its sole discretion may determine.

8. As used herein, the term "Costs of Collection" shall mean, without limitation, all reasonable attorneys' fees, and out-of-pocket expenses incurred by the Bank's attorneys, and all costs incurred by the Bank in the administration, preservation, collection, or enforcement of the Liabilities, this Agreement, and all other instruments and agreements executed in connection with or relating to the Liabilities. The Costs of Collection shall be added to the Liabilities of the Borrower to the Bank, as if such had been lent, advanced, and credited by the Bank to, or for the benefit of the Borrower.

9. The Pledgor (a) waives presentment, demand, notice and protest with respect to the Liabilities and the Collateral and (b) waives any delay on the part of the Bank, without notice to or consent from the Pledgor (c) assents to any indulgence or waiver which the Bank may grant or give any other person liable or obliged to the Bank for or on the Liabilities without notice to the Pledgor and (d) authorizes the Bank to alter, amend, cancel, waive, or modify any term or condition of the obligations of any other person liable or obligated to the Bank for or on the Liabilities, without notice to or

consent from the Pledgor and (e) agrees that no release of any property securing the Liabilities, without notice to or consent from the Pledgor shall affect the rights of the Bank with respect to the Collateral hereunder and (f) if entitled thereto waives the right to notice and/or hearing prior to the Bank's exercising of the Bank's rights and remedies hereunder upon default.

10. The Bank shall have no duty as to the collection or protection of the Collateral or any income or distribution thereon, beyond the safe custody of such of the Collateral as may come into the possession by the Bank and shall have no duty as to the preservation of rights against prior parties or any other rights pertaining thereto. The Bank's Rights and Remedies may be exercised without resort or regard to any other source of satisfaction of the Liabilities.

11. This Agreement shall be binding upon the Pledgor and the Pledgor's heirs, executors, administrators, representatives, successors, and assigns, and shall inure to the benefit of the Bank and the Bank's successors and assigns.

12. This Agreement and all other documents in the Bank's possession which relate to the Liabilities may be reproduced by the Bank by any photocopy, or similar process, and, with the exception of instruments constituting the Collateral, the Bank may destroy the original from which any document was so reproduced. Any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business) and any enlargement, facsimile, or further reproduction shall likewise be admissible in evidence.

13. This Agreement, and all rights and obligations hereunder, including matters or construction, validity, and performance, shall be governed by the laws of the Commonwealth of Massachusetts. The Pledgor submits to the jurisdiction of the courts of said Commonwealth for all purposes with respect to the within Agreement and the Borrower's relationships with the Bank.

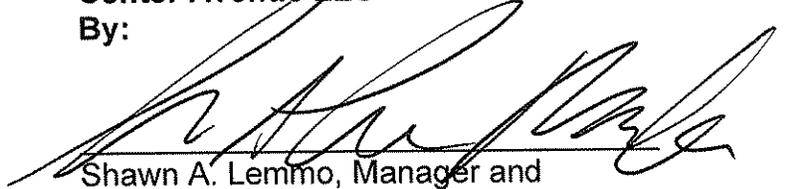
14. The Pledgor shall indemnify, defend, and hold the Bank harmless of and from any claim brought or threatened against the Bank (as well as from reasonable attorneys' fees and expenses in connection therewith) on account of the Bank's relationship with the Borrower or any other guarantor or endorser of the Liabilities. The within indemnification shall survive payment of the Liabilities, and/or any termination, release, or discharge executed by the Bank in favor of the Borrower.

15. It is intended that this Agreement take effect as a sealed instrument.

PLEDGOR
Center Avenue LLC
By:



WITNESS



Shawn A. Lemmo, Manager and
Authorized Signatory

Date: May 31, 2012

LOAN AGREEMENT

May 31, 2012

Center Avenue, LLC, a Massachusetts limited liability company (whether one or more, herein "Borrower"), having a mailing address at 160 Center Avenue, Middleboro, Massachusetts 02346, and **MUTUAL FEDERAL SAVINGS BANK OF PLYMOUTH COUNTY**, a Massachusetts Co-operative Bank (the "Bank"), having an office at 570 Washington Street, Whitman, Massachusetts 02382, agree as follows:

ARTICLE I AMOUNT AND TERMS OF THE LOAN

Section 1.01. The Loan. The Bank agrees, on the terms and conditions contained in this Agreement, to make a Loan to the Borrower in the principal amount of **Eighty-Seven Thousand Five Hundred and No/100 Dollars (\$87,500.00)**. The Loan shall be evidenced by the Note of the Borrower, dated as of the Closing Date, and payable in accordance with its terms.

Section 1.02. Charge to Accounts. The Borrower hereby irrevocably authorizes the Bank, if and to the extent payment of any installment of principal and/or interest on the Note or any fees or other amounts from time to time due hereunder is not promptly made, to charge against the Borrower's account(s) with the Bank an amount equal to the accrued principal, interest, fees and such other amounts from time to time due and payable to the Bank under the Note or hereunder. In addition, the Bank may charge any sums due under the Note or hereunder to the Borrower's accounts with the Bank upon Borrower's telephonic request.

Section 1.03. Payment on Non-Business Days. Whenever any payment to be made hereunder or under the Note shall be stated to be due on a Saturday, Sunday or a public holiday under the laws of the Commonwealth of Massachusetts, such payment may be made on the next succeeding business day, and such extension of time shall in such case be included in the computation of payment of interest hereunder or under the Note.

Section 1.04. Use of Proceeds. The Borrower shall use the proceeds of the loan to refinance the loan/mortgage held by The Community Bank. The balance of the loan's proceeds will be disbursed to the Borrower's account at Mutual Federal Savings Bank of Plymouth County.

ARTICLE II CONDITIONS OF LENDING

The Bank's commitment to make the Loan is subject to the performance by the Borrower of all of Borrower's obligations under this Agreement, the performance by any guarantor of any obligations of the Borrower to the Bank (a "Guarantor") of all of such Guarantor's obligations under the Security Documents, and the satisfaction of the condition precedent that the Bank shall have received on or before the Closing Date all documents required by the Bank in the Bank's sole discretion in form and substance satisfactory to the Bank.

ARTICLE III
SECURITY FOR THE NOTE

In addition to the Bank's rights of set-off, the security, if any, for the Borrower's obligations under this Agreement and the Note is as set forth in the Note.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

Section 4.01. Representations and Warranties of the Borrower.

(a) The Borrower, if a corporation, represents and warrants to the Bank as follows:

(i) The Borrower is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation, is duly qualified to do business in every other jurisdiction where the nature of its activities requires such qualification, has all requisite power and authority, corporate or otherwise, to conduct its businesses, to own its properties, to execute, deliver, and perform all of its obligations under, this Agreement, the Security Documents and the Note.

(ii) The execution, delivery and performance by the Borrower and, as the case may be, any Guarantor of this Agreement, the Security Documents and the Note have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of the stockholders of the Borrower which has not been obtained or (ii) violate any provision of the Articles of Incorporation or By-Laws of the Borrower.

(b) The Borrower, if a limited liability company, represents and warrants to the Bank as follows:

(i) The Borrower is a limited liability company duly organized, validly existing and in good standing under the laws of its state of organization, is duly qualified to do business in every other jurisdiction where the nature of its activities requires such qualification, has all requisite power and authority, corporate or otherwise, to conduct its businesses, to own its properties, to execute, deliver, and perform all of its obligations under, this Agreement, the Security Documents and the Note.

(ii) The execution, delivery and performance by the Borrower and, as the case may be, any Guarantor of this Agreement, the Security Documents and the Note have been duly authorized by all necessary action and do not and will not (i) require any consent or approval of the members of the Borrower which has not been obtained or (ii) violate any provision of the Articles of Organization or Operating Agreement, if any, of the Borrower.

(c) The Borrower additionally represents and warrants to the Bank as follows:

(i) The execution, delivery and performance by the Borrower and, as the case may be, any Guarantor of this Agreement, the Security Documents and the Note do not and will not (x) violate any provision of any law, rule, regulation (including, without limitation, Regulation U of the Board of Governors of the Federal Reserve System), order, writ, judgment, injunction, decree, determination or award presently in effect

having applicability to the Borrower or any Guarantor, (y) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement, lease or instrument to which the Borrower and/or any Guarantor is a party or by which the Borrower or any Guarantor or the Borrower's or any Guarantor's properties may be bound or affected, or (z) except as may be provided by this Agreement, the Security Documents and/or the Note, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever on any Assets or properties of the Borrower or any Guarantor.

(ii) Neither the Borrower nor any Guarantor is in material default under any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or any indenture, agreement, lease or instrument by which any of them is bound.

(iii) No authorization, consent, approval, license, exemption of or filing or registration with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, is or will be necessary to the valid execution, delivery or performance by the Borrower and, as the case may be, any Guarantor of this Agreement, the Security Documents or the Note except for the perfection of liens granted under certain of the Security Documents.

(iv) The Borrower, if a corporation or limited liability company, does not own any capital stock or ownership interest in any other corporation, firm or entity.

(v) The most recent balance sheet of the Borrower, the related statement of income and retained earnings of the Borrower and all other financial information of the Borrower and any Guarantor furnished to the Bank, fairly present the financial condition of the Borrower and such Guarantor as of the date thereof and the results of the operations of the Borrower for the periods ending on such date, all in accordance with GAAP applied on a consistent basis, and since such date, there has been no material adverse change in such condition or operations and there has been no declaration or payment of dividends or distributions to any stockholders or members of the Borrower except as expressly permitted by this Agreement.

(vi) Except as disclosed to the Bank in writing, there are no actions, suits or proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any Guarantor or any properties or assets of the Borrower or any Guarantor before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which, if determined adversely to the Borrower or any Guarantor would have a material adverse effect on the financial condition, Assets, or operations of the Borrower or any Guarantor.

(vii) The Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System), and no part of the proceeds of the Loan will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock.

(viii) Neither the Borrower nor any Guarantor is a party to any indenture, loan or credit agreement or any lease or other agreement or instrument (other than with the Bank) or subject to any restriction of any kind which would have a material adverse effect on the business, properties, assets, operations or condition, financial or otherwise,

of the Borrower, or any Guarantor or on the ability of the Borrower or any Guarantor to carry out its, his or her obligations under this Agreement, the Security Documents or the Note.

(ix) The Borrower and any Guarantor have filed all tax returns (Federal, state and local) required to be filed and paid all taxes shown thereon to be due, including interest and penalties, or provided adequate reserves for payment thereof.

(x) The Borrower has good and marketable title to all of the Borrower's Assets, free and clear of all mortgages, liens and encumbrances except the security interests and liens in favor of the Bank, those established by the Security Documents and/or permitted under this Agreement and any Permitted Liens.

(xi) This Agreement, the Loan and the making of Advances thereunder, the Bank's acquisition of the Note and/or Security Documents and/or any other transactions contemplated by this Agreement will not subject the Bank to any claim for a brokerage commission, finder's fee or like charge.

(xii) All of the Borrower's insurance policies required by Section 5.01(b) hereof are in full force and effect as of the date hereof.

(xiii) All Receivables listed or to be listed on any schedule of accounts now or hereafter delivered to Bank by Borrower are and will be due and owing in their stated amounts and represent amounts owing for goods and/or services actually provided by the Borrower to the named account debtor.

(xiv) The Borrower does not have knowledge, nor does the Borrower have any reason to believe, that any Reportable Event has occurred and is continuing with respect to any Plan.

ARTICLE V COVENANTS OF THE BORROWER

Section 5.01. Affirmative Covenants of the Borrower Other than Reporting Requirements. From the date hereof and thereafter for so long as the Borrower is indebted to the Bank, whether under the Note or otherwise, the Borrower will, unless the Bank shall otherwise consent in writing:

(a) Payment of Taxes, Etc. Pay and discharge all taxes, assessments and governmental charges or levies imposed upon the Borrower or upon the Borrower's income or profits, or upon any Assets or properties belonging to the Borrower, prior to the date on which penalties attach thereto, and all lawful claims which, if unpaid, might become a lien or charge upon any of the Borrower's properties or Assets provided that the Borrower shall not be required to pay any such tax, assessment, charge, levy or claim which is being contested in good faith and by proper proceedings and as to which Borrower shall have set aside adequate reserves in accordance with GAAP.

(b) Maintenance of Insurance. Maintain insurance in favor of the Borrower and the Bank, as their interests may appear, with responsible and reputable insurance companies acceptable to the Bank in such amounts and covering such risks as is usually carried by

companies engaged in similar businesses and owning similar properties in the same general area in which the Borrower operates. All such insurance policies shall name the Bank as loss payee or mortgagee and shall provide for at least 20 days prior notice to the Bank before cancellation or amendment of any such policy. The Borrower shall provide the Bank with such evidence as the Bank may reasonably request from time to time as to the maintenance of all such insurance.

(c) Existence and Assets. Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its corporate or limited liability existence, if applicable, and any of the Borrower's rights, licenses, patents, copyrights, trademarks, trade names, permits and franchises and comply with all applicable laws and regulations; at all times maintain, preserve and protect any of the Borrower's franchises and trade names and preserve all the remainder of the Borrower's Assets and property used or useful in the conduct of the Borrower's business and keep the same in good repair, working order and condition, and from time to time, make, or cause to be made, all needful and proper repairs, renewals, replacements, betterments and improvements thereto, so that the business carried on in connection therewith may be properly and advantageously conducted at all times.

(d) Compliance with Laws, Etc. Comply with the requirements of all present and future applicable laws, rules, regulations and orders of any governmental authority, non-compliance with which would adversely affect the Borrower's business, Assets or credit.

(e) Visitation Rights. At any reasonable time and from time to time, permit the Bank or any agents or representatives thereof, to examine and make copies of and abstracts from the records and books of account of, and visit the properties of the Borrower and to discuss the affairs, finances and accounts of the Borrower with the Borrower or any of the Borrower's members, officers or directors.

(f) Keeping of Records and Books of Account. Keep adequate records and books of account, in which complete entries will be made in accordance with GAAP consistently applied, reflecting all financial transactions of the Borrower.

(g) Notice of Proceedings. Give prompt written notice to the Bank of any proceedings instituted against Borrower or any Guarantor in or before any Federal or state court or by any regulatory body, which if adversely determined, would have a material adverse effect upon any Guarantor's or the Borrower's business operations, Assets, or condition, financial or otherwise.

(h) Principal Depository. Use the Bank as the principal depository of Borrower's funds, all such deposits to be subject to the Bank's normal and usual service charges.

(i) Obligations. Pay and perform each of the Borrower's obligations set forth under any instruments or agreements to which the Borrower is a party in accordance with the terms thereof.

(j) Debt Service Coverage—The Borrower shall maintain a debt service coverage ratio of at least 1.20X. The debt service coverage shall be defined as the aggregate of Borrower's Operating Income plus Depreciation & Amortization plus Interest plus rent paid to the Borrower minus the Borrower's operating expenses divided by the Borrower's debt. Calculation of this covenant shall be annually beginning with the 12/31/11 fiscal year-end financial statements and continuing annually thereafter.

(k) Revaluation: The Bank may require revaluation of the mortgaged Property if it believes the mortgaged Property no longer provides adequate collateral value to secure the Loan. Borrower agrees to provide the Bank or its agent full access to the Property to perform said valuation if requested.

Section 5.02. Negative Covenants of the Borrower. From the date hereof and thereafter for so long as the Borrower is indebted to the Bank, the Borrower will not, without the prior written consent of the Bank:

(a) Liens, Etc. Create, incur, assume or suffer to exist any mortgage, deed of trust, pledge, lien, security interest, or other charge or encumbrance (including the lien or retained security title of a conditional vendor) of any nature, upon or with respect to any of the Assets and/or properties of the Borrower, now owned or hereafter acquired, except the Bank's liens, or assign or otherwise convey any right to receive income, except that the foregoing restrictions shall not apply to pledges, liens or other charges or encumbrances:

(i) for taxes, assessments or governmental charges or levies on property or Assets of the Borrower if the same shall not at the time be delinquent;

(ii) imposed by law, such as carriers', warehousemen's and mechanics' liens and other similar liens incurred by the Borrower in good faith and in the ordinary course of business;

(iii) arising out of pledges or deposits under worker's compensation laws, unemployment insurance, old age pensions or other social security or retirement benefits, or similar legislation;

(iv) deposits to secure the performance of bids, tenders, contracts (other than for the repayment of Indebtedness) or leases, or to secure statutory obligations or surety or appeal bonds, or to secure indemnity, performance or other similar bonds all in the ordinary course of business; and

(v) any Permitted Liens.

(b) Assumptions, Guaranties, Etc. of Indebtedness of Other Persons. Assume, guarantee, endorse or otherwise become directly or contingently liable (including, without limitation, liable by way of agreement, contingent or otherwise, to purchase or provide funds for payment, to supply funds to or otherwise invest in the debtor or otherwise to assure the creditor against loss) in connection with any obligation or indebtedness of any other Person, except as permitted by this Agreement and except for guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business.

(c) Mergers, Etc. Dissolve, liquidate, merge, consolidate with or otherwise acquire all or substantially all of the assets of any other Person or any of the capital stock of or ownership interest in any other Person, or sell, assign, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of the Borrower's Assets (whether now owned or hereafter acquired) to any Person.

(d) Sales, Etc. of Assets. Sell, assign, lease or otherwise dispose of any of the Borrower's Assets, unless any such Asset is replaced with a like Asset of equal or greater value, except that inventory may be sold for its ordinary market value in the ordinary course of

business, or enter into a management contract with respect to the Borrower's Assets or enter into any arrangement with any Person whereby the Borrower shall sell or transfer any of the Borrower's Assets and thereafter rent or lease such Assets.

(e) Investment in Other Persons. Make any loan, or advance, other than notes receivable from customers in the ordinary course of business, to any Person; or make any investment in or acquisition of any securities or ownership interest of any other Person or entity other than investments in readily marketable short-term obligations of the United States or repurchase orders or certificates of deposit of the Bank.

(f) Change in Nature of Business. Make any material change in the nature of the Borrower's business as carried on at the date hereof.

(g) Indebtedness. Incur, create, become or be liable in any manner with respect to or permit to exist new Indebtedness to Persons other than the Bank except for accounts payable incurred by the Borrower in the ordinary course of business upon customary trade terms.

(h) Dividends, Etc. Declare or pay any dividends, or make any distribution of cash, capital stock or other property, or either, to holders of shares of the Borrower's capital stock or the Borrower's members or principals, or directly or indirectly, redeem, purchase or otherwise acquire for a consideration, any shares of the Borrower's capital stock, of any class, or any ownership interest in the Borrower; provided, however, so long as no Event of Default has occurred and is continuing and if Borrower has elected Sub-Chapter S Corporation status under the Internal Revenue Code of 1986, as amended, or is a limited liability company which has elected to be taxed as a partnership, Borrower may make distributions of cash to the stockholders or members, as the case may be, of the Borrower in amounts equal to, and for the sole purpose of enabling such stockholders or members to pay, the amount of their respective federal and state income tax liabilities applicable to their respective distributive share of income of the Borrower for the fiscal year for which such distributive share of income applies.

(i) Sale of Intangibles. Sell, assign, discount or dispose in any way of any Receivables, promissory notes or trade acceptances held by the Borrower, with or without recourse, except for collection (including endorsements) in the ordinary course of business.

(j) Purchase of Stock. If a corporation, buy or otherwise acquire any capital stock of the Borrower.

(k) Transactions with Affiliates. Except as may be specifically permitted by this Agreement enter into any transaction, including, without limitation, the purchase, sale or exchange of real or personal property or the rendering or accepting of any service with or to any Affiliate of the Borrower except in the ordinary course of business and pursuant to the reasonable requirements of the Borrower's business and upon terms not less favorable to the Borrower than the Borrower could obtain in a comparable arm's-length transaction with an unrelated third party.

Section 5.03. Reporting Requirements. From the date hereof and thereafter for so long as the Borrower is indebted to the Bank, in addition to such other information representing the business, properties or the condition or operations, financial or otherwise, of the Borrower as the Bank may from time to time request, the Borrower will, unless the Bank shall otherwise consent in writing, furnish to the Bank:

Financial Statements: The Borrower(s) and guarantor(s) agree to furnish the Bank with tax returns and financial statements within ten (10) business days of request. Please note that failure to provide any requested financial information in a timely manner may result in a Loan default. Additionally:

a.) Borrower(s) shall furnish the following financial reports to the Bank:

<u>Type of Report</u>	<u>Frequency</u>	<u>Due Date</u>
Federal tax returns	Annually	April 30 th
Personal Financial Statement	Annually	April 30 th

c.) Each guarantor shall furnish the following financial reports to the Bank:

<u>Type of Report</u>	<u>Frequency</u>	<u>Due Date</u>
Federal tax returns	Annually	April 30 th
Personal Financial Statement	Annually	April 30 th

ARTICLE VI EVENTS OF DEFAULT

The Borrower shall be in default under this Agreement upon the occurrence of any of the following events ("Events of Default"):

(a) The occurrence of any Event of Default under the Note or any of the Security Documents; or

(b) Any representation or warranty made by the Borrower in this Agreement, by the Borrower or any Guarantor in any of the Security Documents or in any written certificate, agreement, instrument or statement contemplated by or made or delivered pursuant to or in connection with this Agreement, the Note or any of the Security Documents, shall prove to have been incorrect in any material respect when made; or

(c) The Borrower or any Guarantor shall fail to perform or observe any term, covenant or agreement contained in this Agreement, the Note or the Security Documents on its, his or her part to be performed or observed; or

(d) Any certification of any audited financial statements furnished to the Bank shall contain any qualification; or

(e) Any Reportable Event which the Bank determines in good faith might constitute grounds for the termination of any Plan or for the appointment by the appropriate United States District Court of a trustee to administer any Plan shall have occurred, any Plan shall be terminated, a trustee shall be appointed by the appropriate United States District Court to administer any Plan, the Pension Benefit Guaranty Corporation shall institute proceedings to terminate any Plan or to appoint a trustee to administer any Plan, or the occurrence of any other event with respect to a Multi-Employer Plan which may give rise to a liability under ERISA.

ARTICLE VII
REMEDIES OF BANK

Upon the occurrence of any one or more Events of Default and at any time thereafter:

(a) The Bank or any other holder of the Note or any other Indebtedness of the Borrower to the Bank may, by notice to the Borrower, declare the entire unpaid principal amount of the Note and/or any other Indebtedness of the Borrower to the Bank or such holder and all commitment fees, interest and other sums accrued and unpaid thereon to be forthwith due and payable, whereupon the Note and/or any such Indebtedness and all such accrued commitment fees and interest shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower.

(b) The Bank may exercise any and all of the rights, powers, privileges and remedies provided by this Agreement, the Note and any of the Security Documents or otherwise available at law or in equity.

ARTICLE VIII
DEFINITIONS AND ACCOUNTING TERMS

Section 8.01. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Affiliate" means any shareholder of or beneficial owner of any interest in the Borrower and any entity or corporation controlling or controlled by the Borrower or any shareholder of or owner of an interest in the Borrower. For purposes of this definition, "control" shall include the ownership of more than 25% of the outstanding stock of a corporation or of the equity or income of any other Person.

"Assets" means any and all of the Borrower's presently owned or hereafter acquired tangible and intangible property, rights, interests, franchises, licenses, permits, claims and benefits, including without limitation, all instruments, documents, accounts, Receivables, chattel paper, deposit accounts, letter-of-credit rights, commercial and other tort claims, investment property, goods, insurance claims, general intangibles, money, leasehold interests, and interests in real property, cash and the proceeds, products, accessions, replacements and substitutions therefor, wherever located and however evidenced, and any right, title or interest of the Borrower in any of the foregoing types of property owned by any other Person.

"Business Entity" means a corporation, limited liability company or enterprise operated by an individual.

"Capitalized Lease Obligations" means all lease obligations, which have been or should be, in accordance with GAAP, capitalized on the books of the lessee.

"Closing Date" means the date on which this Agreement becomes effective, which date is first written above.

"ERISA" means Title IV of the Employee Retirement Income Security Act of 1974, as amended.

"Events of Default" has the meaning assigned to that term in Article VI.

"GAAP" means generally accepted accounting principles.

"Guarantor" has the meaning assigned to that term in Article II.

"Indebtedness" means, for any Business Entity, (i) all indebtedness or other obligations of such Business Entity for borrowed money or for the deferred purchase price of property or services, (ii) all indebtedness or other obligations of any other Person for borrowed money or for the deferred purchase price of property or services the payment or collection of which such Business Entity has guaranteed (except by reason of endorsement for collection in the ordinary course of business) or in respect of which such corporation is liable, contingently or otherwise, including, without limitation, liable by way of agreement to purchase, to provide funds for payment, to supply funds to or otherwise to invest in such other Person, or otherwise to assure a creditor against loss, (iii) all indebtedness or other obligations of any other Person for borrowed money or for the deferred purchase price of property or services secured by (or for which the holder of such indebtedness has an existing right, contingent or otherwise, to be secured by) any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance upon or in the Assets and/or property (including, without limitation, accounts and contract rights) owned by such Business Entity, whether or not such Business Entity has assumed or become liable for the payment of such indebtedness or obligations, (iv) Capitalized Lease Obligations of such Business Entity and (v) all other liabilities or obligations of such Business Entity which would, in accordance with GAAP, be classified as liabilities of a Business Entity conducting a business the same as or similar to that of such Business Entity.

"Loan" means the loan to be made by the Bank to the Borrower pursuant to Article I hereof on the terms and conditions contained in this Agreement as evidenced by the Note.

"Multi-Employer Plan" shall have the same meaning assigned to that term in ERISA.

"Note" means the promissory note of the Borrower of even date herewith payable to the order of the Bank in the principal amount of the Loan.

"Permitted Lien" means a lien on the Borrower's personal property with respect to which a financing statement is on file with a filing office of any State, which is disclosed pursuant to a UCC lien search delivered to the Bank prior to the Closing Date and which the Bank does not require to be terminated.

"Person" means an individual, corporation, limited liability company, partnership, joint venture, trust or unincorporated organization, or a government or any agency or political subdivision thereof.

"Plan" means an employee benefit plan or other plan maintained for employees of the Borrower and covered by ERISA.

"Receivables" means accounts receivable of the Borrower evidencing indebtedness of Persons to the Borrower for goods actually delivered or services actually performed by the Borrower to or for such Person.

"Reportable Event" shall have the meaning assigned to that term in ERISA.

"Security Documents" means the Borrower's security agreement, if any, in form satisfactory to the Bank and granting the Bank security interests in some or all of the Borrower's Assets, the Borrower's mortgage deed, if any, in form satisfactory to the Bank and granting to the Bank a mortgage on real property owned by the Borrower, such financing statements as the Bank may require to perfect such security interests, any guaranty of any of the obligations of the Borrower to the Bank under this Agreement, any landlord's waivers and all other documents, instruments or agreements required by the Bank to further perfect or establish the attachment, priority or ability to enforce such security interests or to hereafter grant to the Bank additional collateral.

Section 8.02. Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with GAAP consistent with those applied in the preparation of the financial statements referred to in Section 4.01(c)(v), and all financial data submitted pursuant to this Agreement shall be prepared in accordance with such principles.

Section 8.03. UCC Defined Terms. References in this Agreement to the "UCC" are to the Uniform Commercial Code of the Commonwealth of Massachusetts. Terms contained within the definition of the term "Assets" which are defined in the UCC and are not otherwise defined herein have the same meanings as defined in the UCC. If a term contained within the definition of the term "Assets" is defined in Article 9 of the UCC and also in another Article of the UCC, the term defined in Article 9 shall control.

ARTICLE IX MISCELLANEOUS

Section 9.01. No Waiver; Cumulative Remedies. No failure or delay on the part of the Bank, or any other holder of the Note in exercising any right, power or remedy under this Agreement, the Note and/or any of the Security Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 9.02. Amendments, Etc. No amendment, modification, termination, or waiver of any provision of this Agreement or of the Note or any of the Security Documents nor consent to any departure by the Borrower or any Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Bank and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances.

Section 9.03. Addresses for Notices, Etc. All notices, demands, requests, consents or other communications hereunder or in connection herewith ("Notices") shall be in writing and shall be mailed postage prepaid, delivered or sent by facsimile to the applicable party at its address first set forth above. Either party may, by Notice, change its address for all subsequent Notices. All Notices shall, (i) when mailed, be effective three (3) days after deposit in the mails, (ii) when delivered, be effective upon delivery to the address of the applicable party, and (iii)

when faxed, be effective upon receipt by the party sending such Notice of machine confirmation of receipt by the party to which such Notice is addressed of all pages, except that notices or requests to the Bank pursuant to any of the provisions of Article I, shall not be effective until received by the Bank.

Section 9.04. Costs, Expenses and Taxes. The Borrower agrees to pay on demand all out-of-pocket costs and expenses of the Bank (and any participant of all or any portion of the Loan) in connection with the preparation execution, delivery and administration of this Agreement, the Security Documents, the Note, and the other instruments and documents to be delivered hereunder, including the reasonable fees and out-of-pocket expenses of counsel for the Bank with respect thereto and of local counsel, if any, who may be retained by the Bank with respect thereto, as well as the reasonable fees and out-of-pocket expenses of legal counsel, independent public accountants and other outside experts reasonably retained by the Bank in connection with the administration of this Agreement and all costs and expenses, if any, in connection with the enforcement of this Agreement, any of the Security Documents, the Note and the other instruments and documents to be delivered hereunder. In addition, the Borrower shall pay any and all stamp and other taxes and fees payable or determined to be payable in connection with the execution and delivery of this Agreement, any of the Security Documents, the Note and other instruments and documents to be delivered hereunder and agrees to save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes or fees.

Section 9.05. Protection of Assets. In addition to the Advances, the Bank may at any time at its option discharge or bond any liens or other encumbrances upon, purchase and maintain required insurance in respect of, and otherwise preserve and protect the value of the Assets, and pay any other sums Borrower is obligated to pay under this Agreement, the Note and/or the Security Documents. Any amounts expended by the Bank for any such purpose shall be treated in all respects as Advances and shall be secured by the Security Documents.

Section 9.06. Binding Effect: Assignment. This Agreement shall be binding upon and inure to the benefit of the Borrower and the Bank and their respective heirs, personal representatives, successors and assigns, except that the Borrower shall not have the right to assign the Borrower's rights hereunder or any interest herein without the prior written consent of the Bank. The Bank may assign, negotiate or pledge all or any portion of its rights under this Agreement or any of its rights or security with respect to the Note and the Security Documents, and, in case of such assignment, negotiation or pledge, the Borrower shall accord full recognition thereto.

Section 9.07. Set-offs, Etc. Regardless of the adequacy of any collateral or other means of obtaining repayment of the Loan, the Bank is hereby authorized at any time and from time to time, without notice to the Borrower (any such notice being expressly waived by the Borrower) and to the fullest extent permitted by law, to set off and apply deposits (general, special, time or demand, provisional or final) of the Borrower against the payment of any of the obligations of the Borrower hereunder, whether or not the Bank shall have made any demand for payment of such obligations.

Section 9.08. Governing Law. This Agreement, the Note and the Security Documents shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, except to the extent that the validity or perfection of the security interest(s) or the remedies set forth in the Security Documents are governed by the law of another jurisdiction.

Section 9.09. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 9.10. Survival. This Agreement and all covenants, agreements, representations and warranties made herein and the certificates delivered pursuant hereto shall survive the making by the Bank of all Advances and the execution and delivery to the Bank of the Note and the Security Documents and shall continue in full force and effect as long as the Note is outstanding and unpaid in whole or in part.

Section 9.11. Headings. Article and Section headings in this Agreement are included herein for convenience or reference only and shall not constitute a part of this Agreement for any other purpose.

Section 9.12. Controlling Effect. To the extent of any inconsistency between the provisions of this Agreement, the Note and/or the Security Documents, the provisions of this Agreement shall control.

Section 9.13. Integration. This Agreement supersedes Borrower's application for credit, any commitment and proposal letters in respect hereof, and all other prior dealings between the parties hereto and their respective agents, employees or officers with respect to the credit facilities extended hereby, and this Agreement, together with the Note and the Security Documents, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof.

ARTICLE X FINANCIAL COVENANTS

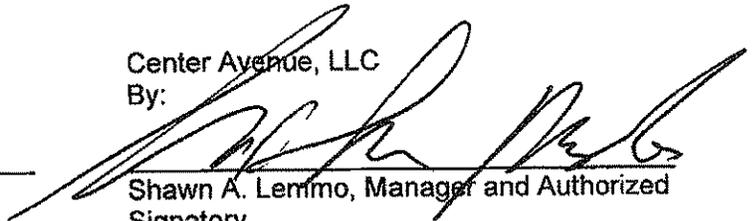
The Borrower agrees to comply with the terms and conditions as set forth in the Commitment letter dated April 24, 2012, made apart hereof by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed by their proper representatives thereunto duly authorized, under seal, as of the date first above written.

WITNESS:



Center Avenue, LLC
By:



Shawn A. Lemmo, Manager and Authorized Signatory

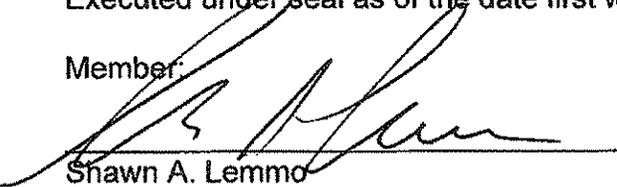
CONSENT OF MEMBERS

On this 31st day of May, 2012, the undersigned, being the sole member of Center Avenue, LLC, a Massachusetts limited liability company (the "LLC"), does hereby consent to and adopt the following:

1. The execution and delivery of a Promissory Note in the amount of \$87,500.00 to Mutual Federal Savings Bank of Plymouth County (the "Bank") in accordance with the commitment letter issued by said Bank dated May 24, 2012;
2. The execution and delivery of any and all documents that Shawn A. Lemmo, Managing Member of the LLC, deems necessary in his sole discretion to effectuate said loan from the Bank.

Executed under seal as of the date first written above.

Member:


Shawn A. Lemmo