BOARD OF SELECTMEN AGENDA

January 13, 2022 – 7:00 P.M.
Sandwich Town Hall – 130 Main Street

1. Convene Open Session Meeting in Auditorium
2. Pledge of Allegiance
3. Public Comment
4. Review & Approval of Minutes – 1/6/22
5. Town Manager Report
6. Correspondence / Statements / Announcements / Future Items / Follow-up
7. Staff Meeting
   Liquor License Hearings:
   7:10 P.M. Public Hearing: Clark-Haddad Post 188 American Legion – Change in Corporate Officers, Change of Manager, Alteration of Description of Premises - 20 Main Street, Raymond Tourville, Proposed Manager
   7:15 P.M. Public Hearing: OURS Mediterranean Tapas, Wines & More, LLC – Annual All Alcohol License Request – 6 Merchant's Road, Unit B, Ekatarina O. Kumbatadiis, Proposed Manager
   7:20 P.M. Public Hearing: Dunbar House Gift Shop & Tea Room – Transfer of Annual All Alcohol License – 1 Water Street, Kathryn Wolstenholme, Proposed Manager

   Director of Planning & Economic Development Ralph Vitacco – Approval of Housing Production Plan
8. Old Business
   • Update on Current Building Projects
   • FY’23 Budget Update – 1/27/22 Budget Presentation
   • Wastewater Efforts Update
   • Other Matters Not Reasonably Anticipated by the Chairman
9. New Business
   • Other Matters Not Reasonably Anticipated by the Chairman
10. Public Comment

11. Closing Remarks

12. Executive Session – M.G.L. c.30A, §21(a) – The Chair declares that having an open session may have a detrimental effect upon the Town’s bargaining, litigating, or negotiating position, as applicable.
   Purpose #6: Disposition of Real Property – Deacon Eldred House

13. Adjournment

**NEXT MEETING:** Thursday, 1/27/22, 7:00 P.M., Town Hall

[Signature]

[Signature]
SANDWICH BOARD OF SELECTMEN
PUBLIC HEARING

In accordance with M.G.L. Ch. 138, the Sandwich Board of Selectmen will hold a public hearing on Thursday, January 13, 2022 at 7:10 p.m., in the Sandwich Town Hall Auditorium, 130 Main Street, Sandwich, MA to consider the application of the Clark-Haddad Post 188 American Legion Building Corporation for a Change in Corporate Officers, Change of Manager and an Alteration of the Description of Premises, for a Club Liquor License located at 20 Main Street, Sandwich, MA 02563 to include the addition of an 4,900 sq. ft. outdoor pavilion. Anyone wishing to be heard on the subject will be afforded an opportunity at that time.

Sandwich Board of Selectmen

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

AMENDMENT-Change of Manager  

1. BUSINESS ENTITY INFORMATION  
   Entity Name: Clark Haddad Post No. 188, American Legion Building  
   Municipality: Sandwich  
   ABCC License Number: 00009-RS-1074

2. APPLICATION CONTACT  
The application contact is the person who should be contacted with any questions regarding this application.  
Name: Raymond Tourville  
Title: Commander  
Email: raywt59@gmail.com  
Phone: 508-562-0936

3A. MANAGER INFORMATION  
The individual that has been appointed to manage and control of the licensed business and premises.  
Proposed Manager Name: Raymond Tourville  
Date of Birth:  
SSN:  
Residential Address: 205 Carlson Lane, W. Barnstable, MA 02668  
Email: raywt59@gmail.com  
Phone: 508-562-0936

Please indicate how many hours per week you intend to be on the licensed premises: 20  
Last-Approved License Manager: Donna Briand

3B. CITIZENSHIP/BACKGROUND INFORMATION  
Are you a U.S. Citizen?  
☐ Yes  ☐ No  ☑ Manager must be U.S. citizen
   *Manager must be U.S. citizen
If yes, attach one of the following as proof of citizenship: US Passport, Voter’s Certificate, Birth Certificate or Naturalization Papers.  
Have you ever been convicted of a state, federal, or military crime?  
☐ Yes  ☑ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.  

<table>
<thead>
<tr>
<th>Date</th>
<th>Municipality</th>
<th>Charge</th>
<th>Disposition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
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</tr>
</tbody>
</table>

3C. EMPLOYMENT INFORMATION  
Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.  

<table>
<thead>
<tr>
<th>Start Date</th>
<th>End Date</th>
<th>Position</th>
<th>Employer</th>
<th>Supervisor Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-03-2018</td>
<td>n/a</td>
<td>Construction Superintendent</td>
<td>REEF</td>
<td>Matt Teague</td>
</tr>
</tbody>
</table>

3D. PRIOR DISCIPLINARY ACTION  
Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action?  
☐ Yes  ☑ No  
If yes, please fill out the table. Attach additional pages, if necessary, utilizing the format below.  

<table>
<thead>
<tr>
<th>Date of Action</th>
<th>Name of License</th>
<th>State</th>
<th>City</th>
<th>Reason for suspension, revocation or cancellation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:  
Manager’s Signature:  
Date: 10-15-21
CORPORATE VOTE

The Board of Directors or LLC Managers of Clark-Haddad Post No. 188, American Legion Building Corp. Entity Name

duly voted to apply to the Licensing Authority of Sandwich City/Town and the Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 12-1-2021 Date of Meeting

For the following transactions (Check all that apply):

☑ Change of Manager
☐ Other

“VOTED: To authorize Raymond Tourville Name of Person
to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted.”

“VOTED: To appoint Raymond Tourville Name of Liquor License Manager
as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts.”

A true copy attest,

Ray Tourville Corporate Officer / LLC Manager Signature

For Corporations ONLY
A true copy attest,

Mark Motla Corporation Clerk's Signature

Mark Motla (Print Name)
6. AMENDMENT-Change of Officers, Stock or Ownership Interest

- **Change of Officers/Directors**
- **Change of Ownership Interest**
  (LLC Managers/LLP Partners, Trustees)
- **Change of Stock** (E.g. New Stockholder/Transfer or Issuance of Stock)

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

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

<table>
<thead>
<tr>
<th>Name of Principal</th>
<th>Residential Address</th>
<th>SSN</th>
<th>DOB</th>
<th>Director/LLC Manager US Citizen</th>
<th>MA Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Raymond Tourville</td>
<td>205 Carlson Lane, W. Barnstable MA 02668</td>
<td></td>
<td></td>
<td>(Y) Yes (N) No</td>
<td></td>
</tr>
<tr>
<td>Commander</td>
<td></td>
<td></td>
<td></td>
<td>(Y) Yes (N) No</td>
<td></td>
</tr>
<tr>
<td>Mark Motta</td>
<td>36 Town Neck Road, Sandwich MA 02563</td>
<td></td>
<td></td>
<td>(Y) Yes (N) No</td>
<td></td>
</tr>
<tr>
<td>Clerk</td>
<td></td>
<td></td>
<td></td>
<td>(Y) Yes (N) No</td>
<td></td>
</tr>
<tr>
<td>Robin Vance Walker</td>
<td>80 Main Street, Sandwich MA 02563</td>
<td></td>
<td></td>
<td>(Y) Yes (N) No</td>
<td></td>
</tr>
<tr>
<td>Treasurer</td>
<td></td>
<td></td>
<td></td>
<td>(Y) Yes (N) No</td>
<td></td>
</tr>
<tr>
<td>Paul Chapin</td>
<td>45 Edgewater Road, Mashpee, MA 02649</td>
<td></td>
<td></td>
<td>(Y) Yes (N) No</td>
<td></td>
</tr>
<tr>
<td>Director</td>
<td></td>
<td></td>
<td></td>
<td>(Y) Yes (N) No</td>
<td></td>
</tr>
<tr>
<td>George Pontes</td>
<td>3 Bedford Place, Forestdale MA 02644</td>
<td></td>
<td></td>
<td>(Y) Yes (N) No</td>
<td></td>
</tr>
<tr>
<td>Director</td>
<td></td>
<td></td>
<td></td>
<td>(Y) Yes (N) No</td>
<td></td>
</tr>
</tbody>
</table>

Additional pages attached? (Y) Yes (N) No

**MINIMAL HISTORY**

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

**MANAGEMENT AGREEMENT**

Is your requesting approval to utilize a management company through a management agreement? If so, provide a copy of the management agreement.
The Commonwealth of Massachusetts  
William Francis Galvin  
Secretary of the Commonwealth, Corporations Division  
One Ashburton Place, 17th floor  
Boston, MA 02108-1512  
Telephone: (617) 727-9640

Certificate of Change of Directors or Officers of Non-Profit Corporations  
(General Laws, Chapter 180, Section 6D)  

Identification Number:  

1. MARK MOTTA  X  Clerk  __ Assistant Clerk ,

of CLARK-HADDAD POST 188 AMERICAN LEGION BUILDING CORPORATION  
having a principal office at: P. O. BOX 956  20 MAIN STREET SANDWICH , MA 02563 USA

certify that pursuant to General Laws, Chapter 180, Section 6D, a change in the directors and/or the president,  
treasurer and/or clerk of said corporation has been made and that the name, residential street address, and expiration  
term of the president, treasurer, clerk and each director are as follows: (Please provide the name and residential  
street address of the assistant clerk if he/she is executing this certificate of change. Also, include the names of any  
additional officers of the corporation.)

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address (no PO Box)</th>
<th>Expiration of Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>President</td>
<td>RAYMOND W TOURVILLE</td>
<td>205 CARLSON LANE W. BARNSTABLE, MA 02668 USA</td>
<td>05/01/2022</td>
</tr>
<tr>
<td>Treasurer</td>
<td>ROBIN VANCE WALKER MA</td>
<td>80 MAIN STREET SANDWICH, MA 02563 USA</td>
<td>05/01/2022</td>
</tr>
<tr>
<td>Clerk</td>
<td>MARK R MOTTA</td>
<td>36 TOWN NECK ROAD SANDWICH, MA 02563 USA</td>
<td>05/01/2022</td>
</tr>
<tr>
<td>Director</td>
<td>PAUL E CHAPIN</td>
<td>45 EDGEWATER ROAD MASHPEE, MA 02649 USA</td>
<td>05/01/2022</td>
</tr>
<tr>
<td>Director</td>
<td>GEORGE PONTES</td>
<td>3 BEDFORD PLACE FORESTDALE, MA 02644 USA</td>
<td>05/01/2023</td>
</tr>
</tbody>
</table>

SIGNED UNDER THE PENALTIES OF PERJURY, this 4 Day of November, 2021,  
MARK MOTTA , Signature of Applicant.
7. AMENDMENT-Change of Premises Information

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

7A. ALTERATION OF PREMISES
Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.
Recognizing the existing outdoors Pavilion and Oasis bar area as a serving area and bar.

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

To allow the serving of food an alcohol in the 4,900 square foot one floor outside covered area known for years as the Pavilion and Oasis.

<table>
<thead>
<tr>
<th>Total Sq. Footage</th>
<th>4900</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seating Capacity</td>
<td>200</td>
</tr>
<tr>
<td>Occupancy Number</td>
<td>350</td>
</tr>
<tr>
<td>Number of Entrances</td>
<td>5</td>
</tr>
<tr>
<td>Number of Exits</td>
<td>5</td>
</tr>
<tr>
<td>Number of Floors</td>
<td>1</td>
</tr>
</tbody>
</table>

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

7B. CHANGE OF LOCATION

Last-Approved Street Address

Proposed Street Address

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

<table>
<thead>
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</tr>
<tr>
<td>Number of Floors</td>
<td>1</td>
</tr>
</tbody>
</table>

OCCUPANCY OF PREMISES
Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

lease indicate by what means the applicant has to occupy the premises:

Owner, renter, or other

Landlord Name

Landlord Phone

Landlord Email

Lease Beginning Date

Lease Ending Date

Rent per Month

Rent per Year

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

☐ Yes ☐ No
We have approved occupancy of 240 for the outdoor pavilion in the past. Since this approval has been ongoing for a number of years it would seem to me that that number could be added to the liquor license. Any desired increase from that number (240) would require the submission of a parking plan to this office to show parking provisions for increased occupancy.

Brendan W. Brides
Building Commissioner
16 Jan Sebastian Drive
Town of Sandwich, MA
Ph: 508-888-4200
Fax: 508-833-0018

Hello,
The legion has brought in paperwork to FINALLY include the outdoor pavilion to their license. Please provide me with any comments you may have regarding. The state the pavilion is 4,900 sq feet and has a seating capacity of 200 and an occupancy of 350.

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR MULTIPLE AMENDMENTS

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

ECRT CODE: RETA

Please make $200.00 payment here: ABCC PAYMENT WEBSITE

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

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) 00009-RS-1074

ENTITY/LICENSEE NAME
Clark-Haddad Post 188 Sandwich American Legion Building Corp.

ADDRESS
20 Main Street - PO Box 956

CITY/TOWN Sandwich
STATE MA
ZIP CODE 02563

For the following transactions (Check all that apply):

☐ New License
☐ Transfer of License
☒ Change of Manager
☐ Change of Officers/Directors/LLC Managers
☐ Change of Location
☐ Alteration of Licensed Premises
☐ Change Corporate Name
☐ Change of Ownership Interest (LLC Members/LLP Partners, Trustees)
☐ Change of Class (i.e. Annual/Seasonal)
☐ Change of License Type (i.e. club/restaurant)
☐ Change of Category (i.e. All Alcohol/Wine, Malt)
☐ Issuance/Transfer of Stock/New Stockholder
☐ Other license renewal
☐ Change Corporate Structure (i.e. Corp./LLC)
☐ Pledge of Collateral (i.e. License/Stock)
☐ Management/Operating Agreement
☐ Change of Hours
☐ Change of DBA

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

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358
The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Certificate of Change of Directors or Officers of Non-Profit Corporations
(General Laws, Chapter 180, Section 6D)

Identification Number: ____________

I, MARK MOTTA  X  Clerk  ___ Assistant Clerk,

of CLARK-HADDAD POST 188 AMERICAN LEGION BUILDING CORPORATION
having a principal office at: P. O. BOX 956  20 MAIN STREET  SANDWICH, MA 02563  USA

certify that pursuant to General Laws, Chapter 180, Section 6D, a change in the directors and/or the president,
treasurer and/or clerk of said corporation has been made and that the name, residential street address, and expiration
of term of the president, treasurer, clerk and each director are as follows: (Please provide the name and residential
street address of the assistant clerk if he/she is executing this certificate of change. Also, include the names of any
additional officers of the corporation.)

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address (no PO Box)</th>
<th>Expiration of Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRESIDENT</td>
<td>RAYMOND W TOURVILLE</td>
<td>205 CARLSON LANE  W. BARNSTABLE, MA 02668 USA</td>
<td>05/01/2022</td>
</tr>
<tr>
<td>TREASURER</td>
<td>ROBIN VANCE WALKER MA</td>
<td>80 MAIN STREET  SANDWICH, MA 02563 USA</td>
<td>05/01/2022</td>
</tr>
<tr>
<td>CLERK</td>
<td>MARK R MOTTA</td>
<td>36 TOWN NECK ROAD  SANDWICH, MA 02563 USA</td>
<td>05/01/2022</td>
</tr>
<tr>
<td>DIRECTOR</td>
<td>PAUL E CHAPIN</td>
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<td>05/01/2023</td>
</tr>
</tbody>
</table>

SIGNED UNDER THE PENALTIES OF PERJURY, this 4 Day of November, 2021,
MARK MOTTA , Signature of Applicant.

© 2001 - 2021 Commonwealth of Massachusetts
All Rights Reserved
CORPORATE VOTE

The Board of Directors or LLC Managers of Clark-Hacidad Post No. 188, American Legion Building Corp.

duly voted to apply to the Licensing Authority of Sandwich and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 10-4-2021

Date of Meeting

For the following transactions (Check all that apply):

☑ Change of Manager

☐ Other

"VOTED: To authorize Raymond Tourville

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

"VOTED: To appoint Raymond Tourville

Name of Liquor License Manager

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

A true copy attest,

Ray Tourville

(Please Print Name)

For Corporations ONLY
A true copy attest,

Mark Motto

(Please Print Name)
The Board of Directors or LLC Managers of Clark-Haddad Post 188, American Legion Build
duly voted to apply to the Licensing Authority of Sandwich and the
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on October 4, 2021
Date of Meeting

For the following transactions (Check all that apply):

☐ New License
☐ Transfer of License
☐ Change of Manager
☐ Change of Officers/ Directors/LLC Managers

☐ Change of Location
☐ Alteration of Licensed Premises
☐ Change Corporate Name
☐ Change of Ownership interest (LLC Members/ LLP Partners, Trustees)

☐ Change of Class (i.e. Annual/ Seasonal)
☐ Change of License Type (i.e. Club / Restaurant)
☐ Change of Category (i.e. All Alcohol, Wine, Malt)
☐ Issuance/Transfer of Stock/New Stockholder
☐ Other

☐ Change Corporate Structure (i.e. Corp / LLC)
☐ Pledge of Collateral (i.e. License/Stock)
☐ Management/Operating Agreement
☐ Change of Hours
☐ Change of DBA

"VOTED: To authorize Raymond Tourville
Name of Person
to sign the application submitted and to execute on the Entity's behalf, any necessary papers and
do all things required to have the application granted."

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

A true copy attest,

[Signature]
Corporate Officer/LLC Manager Signature
(Print Name)

For Corporations ONLY
A true copy attest,

[Signature]
Corporation Clerk's Signature
(Print Name)
7A. ALTERATION OF PREMISES
Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.
Recognizing the existing outdoors Pavilion and Oasis bar area as a serving area and bar.

PROPOSED DESCRIPTION OF PREMISES
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To allow the serving of food and alcohol in the 4,900 square foot one floor outside covered area known for years as the Pavilion and Oasis.

| Total Sq. Footage | 4900 |
| Number of Entrances | 5 |
| Seating Capacity | 200 |
| Number of Exits | 5 |
| Occupancy Number | 350 |
| Number of Floors | 1 |

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

7B. CHANGE OF LOCATION

Last-Approved Street Address

Proposed Street Address

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

| Total Sq. Footage | |
| Number of Entrances | |
| Seating Capacity | |
| Number of Exits | |
| Occupancy Number | |
| Number of Floors | |

OCCUPANCY OF PREMISES
Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Lease Ending Date

Rent per Month

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?  
☐ Yes  ☐ No
EXISTING SEPTIC TANK CONVERTED TO A GREASE TRAP

EXISTING BUILDING IS SERVICED BY TOWN WATER

PROP. 3000 GAL. SEPTIC TANK

PROP. D-BOX

33'

4" PVC

5/10 (MIN)

AMERICAN LEGION BUILDING T.O.F. 100.00 (ASSUMED) $20

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

APPLICATION FOR MULTIPLE AMENDMENTS

1. BUSINESS ENTITY INFORMATION

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Municipality</th>
<th>ABCC License Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clark-Haddad Post 188 Sandwich Am. Legion Bldg</td>
<td>town of Sandwich, County of Barnstable</td>
<td>00009-RS-1074</td>
</tr>
</tbody>
</table>

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

A renewal of Alcoholic Beverage license to include the entire premise and pavilion. The premise is a one story framed building with full cellar and an outside covered pavilion. We are also notifying the ABCC of a change of officers. This is a Veterans organization that has a member lounge, an event lounge and an outside pavilion. The Legion holds memorial remembrances and is has a daily open lounge. We rent the event hall and pavilion.

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Raymond Tourville</td>
<td>Commander</td>
<td><a href="mailto:raywt59@gmail.com">raywt59@gmail.com</a></td>
<td>508-562-0936</td>
</tr>
</tbody>
</table>

2. AMENDMENT-Change of License Classification

☐ Change of License Category
  All Alcohol, Wine and Malt, Wine Malt and Cordials

☐ Change of License Class
  Last-Approved License Class

☐ Change of License Type*
  i.e. Restaurant to Club
  Certain License Types CANNOT change once issued

☐ Change of License Type
  Requested New License Category

3. AMENDMENT-Change of Business Entity Information

☐ Change of Corporate Name
  Last-Approved Corporate Name:
  Requested New Corporate Name:

☐ Change of DBA
  Last-Approved DBA:
  Requested New DBA:

☐ Change of Corporate Structure
  LLC, Corporation, Sole Proprietor, etc
  Last-Approved Corporate Structure
  Requested New Corporate Structure

4. AMENDMENT-Pledge Information

☐ Pledge of License
  To whom is the pledge being made:

☐ Pledge of Inventory

☐ Pledge of Stock
CORPORATE VOTE

The Board of Directors or LLC Managers of Clark-Haddad Post No. 188, American Legion Building Corp. duly voted to apply to the Licensing Authority of Sandwich and the Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 19-1-2021.

Date of Meeting

For the following transactions (Check all that apply):

☒ Change of Manager
☐ Other

"VOTED: To authorize Raymond Tourville Name of Person
to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

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

A true copy attest,

[Signature]
Corporate Officer /LLC Manager Signature

(Print Name)

For Corporations ONLY
A true copy attest,

[Signature]
Corporation Clerk's Signature

(Print Name)
1. BUSINESS ENTITY INFORMATION

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Municipality</th>
<th>ABCC License Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clark-Haddad Post No. 188, American Legion Hall</td>
<td>Sandwich</td>
<td>00009-RS-1074</td>
</tr>
</tbody>
</table>

2. APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Email</th>
<th>Phone</th>
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</thead>
<tbody>
<tr>
<td>Raymond Tourville</td>
<td>Commander</td>
<td><a href="mailto:raywt59@gmail.com">raywt59@gmail.com</a></td>
<td>508-562-0936</td>
</tr>
</tbody>
</table>

3A. MANAGER INFORMATION

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

<table>
<thead>
<tr>
<th>Proposed Manager Name</th>
<th>Date of Birth</th>
<th>SSN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Raymond Tourville</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Residential Address</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>205 Carlson Lane, W. Barnstable, MA 02668</td>
<td><a href="mailto:raywt59@gmail.com">raywt59@gmail.com</a></td>
<td>508-562-0936</td>
</tr>
</tbody>
</table>

Please indicate how many hours per week you intend to be on the licensed premises:

<table>
<thead>
<tr>
<th>Last-Approved License Manager</th>
<th>Hours Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donna Briand</td>
<td>20</td>
</tr>
</tbody>
</table>

3B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen? *Manager must be U.S. citizen*

- [ ] Yes  - [ ] No

If yes, attach one of the following as proof of citizenship: US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

- [ ] Yes  - [ ] No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

<table>
<thead>
<tr>
<th>Date</th>
<th>Municipality</th>
<th>Charge</th>
<th>Disposition</th>
</tr>
</thead>
</table>

3C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

<table>
<thead>
<tr>
<th>Start Date</th>
<th>End Date</th>
<th>Position</th>
<th>Employer</th>
<th>Supervisor Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-03-2018</td>
<td>n/a</td>
<td>Construction Superintenden</td>
<td>REEF</td>
<td>Matt Teague</td>
</tr>
</tbody>
</table>

3D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? *If yes, please fill out the table. Attach additional pages, if necessary, utilizing the format below.*

<table>
<thead>
<tr>
<th>Date of Action</th>
<th>Name of License</th>
<th>State</th>
<th>City</th>
<th>Reason for suspension, revocation or cancellation</th>
</tr>
</thead>
</table>

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

Manager's Signature: [Signature]  Date: 10-15-21
6. AMENDMENT-Change of Officers, Stock or Ownership Interest

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.

- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.

- Please note the following statutory requirements for Directors and LLC Managers:
  - On Premises (E.g., Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
  - Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.

- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

<table>
<thead>
<tr>
<th>Name of Principal</th>
<th>Residential Address</th>
<th>SSN</th>
<th>DOB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Raymond Tourville</td>
<td>205 Carlson Lane, W. Barnstable MA 02668</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of Principal</td>
<td>Residential Address</td>
<td>SSN</td>
<td>DOB</td>
</tr>
<tr>
<td>Mark Motta</td>
<td>36 Town Neck Road, Sandwich MA 02563</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of Principal</td>
<td>Residential Address</td>
<td>SSN</td>
<td>DOB</td>
</tr>
<tr>
<td>Robin Vance Walker</td>
<td>80 Main Street, Sandwich MA 02563</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of Principal</td>
<td>Residential Address</td>
<td>SSN</td>
<td>DOB</td>
</tr>
<tr>
<td>Paul Chapin</td>
<td>45 Edgewater Road, Mashpee, MA 02649</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of Principal</td>
<td>Residential Address</td>
<td>SSN</td>
<td>DOB</td>
</tr>
<tr>
<td>George Pontes</td>
<td>3 Bedford Place, Forestdale MA 02644</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

MANAGEMENT AGREEMENT
Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement.
The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Certificate of Change of Directors or Officers of Non-Profit Corporations
(General Laws, Chapter 180, Section 6D)

Identification Number: ___________

I, MARK MOTTA, X Clerk __ Assistant Clerk, of CLARK-HADDAD POST 188 AMERICAN LEGION BUILDING CORPORATION having a principal office at: P. O. BOX 956 20 MAIN STREET SANDWICH, MA 02563 USA certify that pursuant to General Laws, Chapter 180, Section 6D, a change in the directors and/or the president, treasurer and/or clerk of said corporation has been made and that the name, residential street address, and expiration of term of the president, treasurer, clerk and each director are as follows: (Please provide the name and residential street address of the assistant clerk if he/she is executing this certificate of change. Also, include the names of any additional officers of the corporation.)

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address (no PO Box)</th>
<th>Expiration of Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRESIDENT</td>
<td>RAYMOND W TOURVILLE</td>
<td>205 CARLSON LANE W. BARNSTABLE, MA 02668 USA</td>
<td>05/01/2022</td>
</tr>
<tr>
<td>TREASURER</td>
<td>ROBIN VANCE WALKER MA</td>
<td>80 MAIN STREET SANDWICH, MA 02563 USA</td>
<td>05/01/2022</td>
</tr>
<tr>
<td>CLERK</td>
<td>MARK R MOTTA</td>
<td>36 TOWN NECK ROAD SANDWICH, MA 02563 USA</td>
<td>05/01/2022</td>
</tr>
<tr>
<td>DIRECTOR</td>
<td>PAUL E CHAPIN</td>
<td>45 EDGEWATER ROAD MASHPEE, MA 02649 USA</td>
<td>05/01/2022</td>
</tr>
<tr>
<td>DIRECTOR</td>
<td>GEORGE PONTES</td>
<td>3 BEDFORD PLACE FORESTDALE, MA 02644 USA</td>
<td>05/01/2023</td>
</tr>
</tbody>
</table>

SIGNED UNDER THE PENALTIES OF PERJURY, this 4 Day of November, 2021, MARK MOTTA, Signature of Applicant.
EXISTING SEPTIC TANK CONVERTED TO A GREASE TRAP

PROP. 3000 GAL. SEPTIC TANK

PROP. G.A.S.

PROP. D-BOX

4" PVC (20')

4" PVC (33')

EXISTING BUILDING IS SERVICED BY TOWN WATER

AMERICAN LEGION BUILDING 100.00 (ASSIGNED)

# 20

EXISTING UPPER LE
7. AMENDMENT-Change of Premises Information

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

7A. ALTERATION OF PREMISES
Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

Recognizing the existing outdoors Pavilion and Oasis bar area as a serving area and bar.

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

To allow the serving of food an alcohol in the 4,900 square foot one floor outside covered area known for years as the Pavilion and Oasis.

Total Sq. Footage 4900  Seating Capacity 200  Occupancy Number 350
Number of Entrances 5  Number of Exits 5  Number of Floors 1

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

7B. CHANGE OF LOCATION

Last-Approved Street Address

Proposed Street Address

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

Total Sq. Footage  Seating Capacity  Occupancy Number
Number of Entrances  Number of Exits  Number of Floors

OCCUPANCY OF PREMISES
Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Landlord Name

Landlord Phone  Landlord Email

Landlord Address

Lease Beginning Date  Rent per Month
Lease Ending Date  Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?  Yes  No
6. AMENDMENT-Change of Officers, Stock or Ownership Interest

6B. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST
List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

<table>
<thead>
<tr>
<th>Name of Principal</th>
<th>Title/Position</th>
<th>Percentage of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Dinan, Jr.</td>
<td>former commander</td>
<td>0</td>
</tr>
<tr>
<td>Name of Principal</td>
<td>Title/Position</td>
<td>Percentage of Ownership</td>
</tr>
<tr>
<td>Robert Donovan</td>
<td>former Treasurer</td>
<td>0</td>
</tr>
<tr>
<td>Name of Principal</td>
<td>Title/Position</td>
<td>Percentage of Ownership</td>
</tr>
<tr>
<td>Mark Motta</td>
<td>Clerk</td>
<td>0</td>
</tr>
<tr>
<td>Name of Principal</td>
<td>Title/Position</td>
<td>Percentage of Ownership</td>
</tr>
<tr>
<td>Richard Nycz</td>
<td>former Director</td>
<td>0</td>
</tr>
<tr>
<td>Name of Principal</td>
<td>Title/Position</td>
<td>Percentage of Ownership</td>
</tr>
</tbody>
</table>

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE
Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages?  
Yes □ No □ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

<table>
<thead>
<tr>
<th>Name</th>
<th>License Type</th>
<th>License Name</th>
<th>Municipality</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE
Has any individual or entity identified identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes □ No □  
If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

<table>
<thead>
<tr>
<th>Name</th>
<th>License Type</th>
<th>License Name</th>
<th>Municipality</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION
Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?  
Yes □ No □ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

<table>
<thead>
<tr>
<th>Date of Action</th>
<th>Name of License</th>
<th>City</th>
<th>Reason for suspension, revocation or cancellation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9
7. AMENDMENT - Change of Premises Information

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

7A. ALTERATION OF PREMISES
Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

To recognize the existing covered outdoor pavilion and Oasis bar area as a serving area and bar.

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

To allow the serving of food and alcohol in the 4,900 square foot one floor outside covered area known for years as the Pavilion and Oasis

<table>
<thead>
<tr>
<th>Total Sq. Footage</th>
<th>4900</th>
<th>Seating Capacity</th>
<th>200</th>
<th>Occupancy Number</th>
<th>350</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Entrances</td>
<td>5</td>
<td>Number of Exits</td>
<td>5</td>
<td>Number of Floors</td>
<td>1</td>
</tr>
</tbody>
</table>

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

7B. CHANGE OF LOCATION

Last-Approved Street Address

Proposed Street Address

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

| Total Sq. Footage | | Seating Capacity | | Occupancy Number | | Number of Entrances | | Number of Exits | | Number of Floors | |

OCCUPANCY OF PREMISES
Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)
Please indicate by what means the applicant has to occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales? ○ Yes ○ No
8. AMENDMENT-Management Agreement

☐ Management Agreement: (must fill out all pages in section 8)

Are you requesting approval to utilize a management company through a management agreement?
If yes, please fill out section 8.

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

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

8A. MANAGEMENT ENTITY

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name of Principal</th>
<th>Residential Address</th>
<th>SSN</th>
<th>DOB</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>US Citizen</td>
<td>MA Resident</td>
<td>YES</td>
<td>NO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title and or Position</th>
<th>Percentage of Ownership</th>
<th>Director</th>
<th>US Citizen</th>
<th>MA Resident</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name of Principal</th>
<th>Residential Address</th>
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</tr>
<tr>
<td>US Citizen</td>
<td>MA Resident</td>
<td>YES</td>
<td>NO</td>
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<table>
<thead>
<tr>
<th>Title and or Position</th>
<th>Percentage of Ownership</th>
<th>Director</th>
<th>US Citizen</th>
<th>MA Resident</th>
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<table>
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<th>Percentage of Ownership</th>
<th>Director</th>
<th>US Citizen</th>
<th>MA Resident</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

CRIMINAL HISTORY

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

8B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 8A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

<table>
<thead>
<tr>
<th>Name</th>
<th>License Type</th>
<th>License Name</th>
<th>Municipality</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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11
8. AMENDMENT-Management Agreement

8C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE
Has any individual or entity identified in question 8A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

<table>
<thead>
<tr>
<th>Name</th>
<th>License Type</th>
<th>License Name</th>
<th>Municipality</th>
</tr>
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</tr>
</tbody>
</table>

8D. PREVIOUSLY HELD MANAGEMENT AGREEMENT
Has any individual or entity identified in question 8A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

<table>
<thead>
<tr>
<th>Licensee Name</th>
<th>License Type</th>
<th>Municipality</th>
<th>Date(s) of Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

8E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION
Have any of the disclosed licenses listed in question 8B, 8C or 8D ever been suspended, revoked or cancelled?

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

<table>
<thead>
<tr>
<th>Date of Action</th>
<th>Name of License</th>
<th>City</th>
<th>Reason for suspension, revocation or cancellation</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

8F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee? Yes ☐ No ☐
b. Will the licensee retain control of the business finances? Yes ☐ No ☐
c. Does the management company handle the payroll for the business? Yes ☐ No ☐
d. Management Term Begin Date ________________________ e. Management Term End Date ________________________
f. How will the management company be compensated by the licensee? (check all that apply)

☐ $ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain) ________________________

<table>
<thead>
<tr>
<th>ABCC Licensee Officer/LLC Manager</th>
<th>Management Agreement Entity Officer/LLC Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
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</tbody>
</table>
9. FINANCIAL DISCLOSURE
Required for the following transactions:
- Change of Officers, Stock or Ownership Interest (E.g. New Stockholder/Transfer or Issuance of Stock)
- Change of Premises Information
- Pledge of License, Inventory or Stock

Purchase Price(s):
no monies transferred - solvant business - continuation of existing business

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

<table>
<thead>
<tr>
<th>Name of Contributor</th>
<th>Amount of Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Total:

SOURCE OF FINANCING
Please provide signed financing documentation.

<table>
<thead>
<tr>
<th>Name of Lender</th>
<th>Amount</th>
<th>Type of Financing</th>
<th>Is the lender a licensee pursuant to M.G.L. Ch. 138.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>☐ Yes ☐ No</td>
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<tr>
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<td></td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
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<td></td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☐ Yes ☐ No</td>
</tr>
</tbody>
</table>

FINANCIAL INFORMATION
Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.
Funding is from memberhp dues, alcohol and food sales, event rentals and individual donations.
RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR MULTIPLE AMENDMENTS

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

ECRT CODE: RETA

Please make $200.00 payment here: ABCC PAYMENT WEBSITE

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

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

ENTITY/ LICENSEE NAME: Clark-Haddad Post 188 Sandwich American Legion Building Corp.

ADDRESS

20 Main Street - PO Box 956

CITY/TOWN: Sandwich

STATE: MA

ZIP CODE: 02563

For the following transactions (Check all that apply):

☐ New License
☐ Transfer of License
☒ Change of Manager
☐ Change of Officers/Directors/LLC Managers
☐ Change of Location
☐ Alteration of Licensed Premises
☐ Change Corporate Name
☐ Change of Ownership Interest (LLC Members/LLP Partners, Trustees)
☐ Change of Class (i.e. Annual / Seasonal)
☐ Change of License Type (i.e. club / restaurant)
☐ Change of Category (i.e. All Alcohol/Wine, Malt)
☐ Issuance/Transfer of Stock/New Stockholder
☐ Other [License renewal]
☐ Change Corporate Structure (i.e. Corp / LLC)
☐ Pledge of Collateral (i.e. License/Stock)
☐ Management/Operating Agreement
☐ Change of Hours
☐ Change of DBA

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

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

The Board of Directors or LLC Managers of Clark-Haddad Post 188, American Legion Build

duly voted to apply to the Licensing Authority of Sandwich and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on October 4, 2021

Date of Meeting

For the following transactions (Check all that apply):

☐ New License
☐ Transfer of License
☐ Change of Manager
☐ Change of Officers/Directors/LLC Managers
☐ Change of Location
☑ Alteration of Licensed Premises
☐ Change Corporate Name
☐ Change of Ownership Interest
☐ Change of Class (i.e. Annual / Seasonal)
☐ Change of License Type (i.e. club / restaurant)
☐ Change of Category (i.e. All Alcohol/Wine, Malt)
☐ Issuance/Transfer of Stock/New Stockholder
☐ Other

☐ Change Corporate Structure (i.e. Corp / LLC)
☐ Pledge of Collateral (i.e. License/Stock)
☐ Management/Operating Agreement
☐ Change of Hours
☐ Change of DBA

"VOTED: To authorize Raymond Tourville

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

"VOTED: To appoint Raymond Tourville

Name of Liquor License Manager

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

A true copy attest,

[Signature]

Corporate Officer / LLC Manager Signature

(Print Name)

For Corporations ONLY

A true copy attest,

[Signature]

Corporation Clerk's Signature

Mark Motta

(Print Name)
APPLICANT'S STATEMENT

I, Raymond Tourville, the: ☑ sole proprietor; ☐ partner; ☑ corporate principal; ☐ LLC/LLP manager

Authorized Signatory

Name of the Entity/Corporation

Clark-Haddad Post No. 188, American Legion

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

(1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

(2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;

(3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

(4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

(6) I understand that all statements and representations made become conditions of the license;

(7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

(8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

(9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

(10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: [Signature]

Date: 10-15-21

Title: Commander
This is an existing Veterans Organization/american legion. We are recognizing the change of officers and the Pavillon/Oasis that has been part of the building premises since 1972.
ENTITY VOTE

The Board of Directors or LLC Managers of Clark-Haddad Post 188 Sandwich American Legion Building Corp

duly voted to apply to the Licensing Authority of the Town of Sandwich and the City/Town Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 10-4-2021

Date of Meeting

For the following transactions (Check all that apply):

☐ New License  ☐ Transfer of License  ☐ Change of Location  ☐ Change of Class (i.e. Annual / Seasonal)
☐ Change of Manager  ☒ Alteration of Licensed Premises  ☐ Change of License Type (i.e. club / restaurant)
☐ Change of Officers/ Directors/LLC Managers  ☐ Change Corporate Name  ☐ Change of Category (i.e. All Alcohol/Wine, Malt)
☐ Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)  ☐ Issuance/Transfer of Stock/New Stockholder  ☐ Change of Hours
☐ Other license renewal  ☐ Change Corporate Structure (i.e. Corp / LLC)
☐ Pledge of Collateral (i.e. License/Stock)  ☐ Management/Operating Agreement  ☐ Change of DBA

“VOTED: To authorize Raymond Tourville, Commander

Name of Person

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

“VOTED: To appoint Raymond Tourville

Name of Liquor License Manager

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

A true copy attest,

Ray Tourville

Corporate Officer /LLC Manager Signature

(Print Name)

For Corporations ONLY

A true copy attest,

Mark Motta

Corporate Clerk's Signature

(Print Name)
LICENSE
ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF
The _______ TOWN _______ of _______ SANDWICH _______

 MASSACHUSETTS
HEREBY GRANTS A

CLUB LICENSE
License to Expose, Keep for Sale, and to Sell
All Kinds of Alcoholic Beverages

TO BE DRUNK ON THE PREMISES

To: CLARK-HADDAD POST NO. 188, AMERICAN LEGION BUILDING

CORP. DONNA BRIAND, MANAGER

On the following described premises: 20 Old Main Street
One story frame building with full cellar... One entrance and three exits.
Cellar divided into two or more areas and a separate members' lounge
with entrance to rear parking lot.

This license is granted and accepted upon the express condition that the
Licensee shall, in all respects, conform to all the provisions of the Liquor Control
Act, Chapter 138 of the General Laws, as amended, and any rules or regulations
made thereunder by the licensing authorities. This license expires December 31,
2021, unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed
their Official signatures this 1st day of December 2020

The Hours during which Alcoholic
Beverages may be sold are
From: 8:00 a.m. – 12:45 a.m.
Weekdays including Saturdays.
Sundays: 10:00 a.m. – 12:45 a.m.
Holidays to be regulated by ABCC.
The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

Date: September 28, 2021

To Whom It May Concern:

I hereby certify that according to the records of this office,

CLARK-HADDAD POST 188 AMERICAN LEGION BUILDING CORPORATION

is a domestic corporation organized on March 30, 1973.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.

In testimony of which,

I have hereunto affixed the Great Seal of the Commonwealth on the date first above written.

William Francis Galvin
Secretary of the Commonwealth

Certificate Number: 21090646480
Verify this Certificate at: http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx
Processed by: ili
Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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

Transaction Processed Successfully.

INVOICE #: fd491528-1541-49fb-8f53-a443f48299e7

<table>
<thead>
<tr>
<th>Description</th>
<th>Applicant, License or Registration Number</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FILING FEES-RETAIL</td>
<td>Clark-Haddad Post No. 188</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

Total Convenience Fee: $4.70
Total Amount Paid: $204.70

Date Paid: 5/12/2021 2:36:15 PM EDT

Payment On Behalf Of

License Number or Business Name: Clark-Haddad Post No. 188

Fee Type: FILING FEES-RETAIL

Billing Information

First Name: Raymond

Last Name: Tourville

Address: 205 Carlson Lane

City: West Barnstable

State: MA

Zip Code: 02668

Email Address: raywt59@gmail.com
The Commonwealth of Massachusetts  
William Francis Galvin  
Secretary of the Commonwealth, Corporations Division  
One Ashburton Place, 17th floor  
Boston, MA 02108-1512  
Telephone: (617) 727-9640

Certificate of Change of Directors or Officers of Non-Profit Corporations  
(General Laws, Chapter 180, Section 6D)

Identification Number: ________________

I, MARK MOTTA  X  Clerk  _ Assistant Clerk ,

of CLARK-HADDAD POST 188 AMERICAN LEGION BUILDING CORPORATION  
having a principal office at: P. O. BOX 956  20 MAIN STREET  SANDWICH , MA  02563  USA

certify that pursuant to General Laws, Chapter 180, Section 6D, a change in the directors and/or the president,  
treasurer and/or clerk of said corporation has been made and that the name, residential street address, and expiration  
term of the president, treasurer, clerk and each director are as follows: (Please provide the name and residential  
street address of the assistant clerk if he/she is executing this certificate of change. Also, include the names of any  
additional officers of the corporation.)

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address (no PO Box)</th>
<th>Expiration of Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRESIDENT</td>
<td>RAYMOND W TOURVILLE</td>
<td>205 CARLSON LANE W. BARNSTABLE, MA 02668 USA</td>
<td>05/01/2022</td>
</tr>
<tr>
<td>TREASURER</td>
<td>ROBIN VANCE WALKER MA</td>
<td>80 MAIN STREET SANDWICH, MA 02563 USA</td>
<td>05/01/2022</td>
</tr>
<tr>
<td>CLERK</td>
<td>MARK R MOTTA</td>
<td>36 TOWN NECK ROAD SANDWICH, MA 02563 USA</td>
<td>05/01/2022</td>
</tr>
<tr>
<td>DIRECTOR</td>
<td>PAUL E CHAPIN</td>
<td>46 EDGEWATER ROAD MASHPEE, MA 02649 USA</td>
<td>05/01/2022</td>
</tr>
<tr>
<td>DIRECTOR</td>
<td>GEORGE PONTES</td>
<td>3 BEDFORD PLACE FORESTDALE, MA 02644 USA</td>
<td>05/01/2023</td>
</tr>
</tbody>
</table>

SIGNED UNDER THE PENALTIES OF PERJURY, this 4 Day of November, 2021,  
MARK MOTTA , Signature of Applicant.
Corporations Division
Business Entity Summary

ID Number: 046136560

Summary for: CLARK-HADDAD POST 188 AMERICAN LEGION BUILDING CORPORATION

The exact name of the Nonprofit Corporation: CLARK-HADDAD POST 188 AMERICAN LEGION BUILDING CORPORATION

Entity type: Nonprofit Corporation

Identification Number: 5555 Old ID Number: 000003300

Date of Organization in Massachusetts: 03-30-1973 Date of Revival: 11/19/1992 12:00:00 AM

Date of Involuntary Revocation: 11-17-1986 Last date certain:

Current Fiscal Month/Day: / Previous Fiscal Month/Day: 05/31

The location of the Principal Office in Massachusetts:

Address: P. O. BOX 956 20 MAIN STREET
City or town, State, Zip code, SANDWICH, MA 02563 USA
Country:

The name and address of the Resident Agent:

Name:
Address:
City or town, State, Zip code,
Country:

The Officers and Directors of the Corporation:

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address</th>
<th>Term expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRESIDENT</td>
<td>ROBERT P. DINAN JR.</td>
<td>155 DEBBIES LANE MARSTONS MILLS, MA 02648 USA</td>
<td>05-01-2020</td>
</tr>
<tr>
<td>TREASURER</td>
<td>ROBERT L DONOVAN</td>
<td>15 CHESTNUT LANE SANDWICH, MA 02563 USA</td>
<td>05-01-2018</td>
</tr>
<tr>
<td>CLERK</td>
<td>MARK R MOTTA</td>
<td>36 TOWN NECK ROAD SANDWICH, MA 02563 USA</td>
<td>05-01-2017</td>
</tr>
<tr>
<td>DIRECTOR</td>
<td>RICHARD E NYCZ</td>
<td>3 PICCADILLY ROAD SANDWICH, MA 02563 USA</td>
<td>05-01-2018</td>
</tr>
</tbody>
</table>

Note: Additional information that is not available on this system is located in the Card File.

View filings for this business entity:

https://corp.sec.state.ma.us/CorpWeb/CorpSearch/CorpSummary.aspx?sysvalue=RIS_HwEcksctjgk6qV0lt8gEFG9JHP26PPZ2TMAJfSU-
Applicant Information

Business/Organization Name: Clark-Head SandWich American Legion Post 135
Address: 20 Main Street
City/State/Zip: Sandwich, MA 02563
Phone #: 508-888-9832

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

Business Type (required):
5. [ ] Retail
6. [X] Restaurant/Bar/Eating Establishment
7. [ ] Office and/or Sales (incl. real estate, auto, etc.)
8. [ ] Non-profit
9. [ ] Entertainment
10. [ ] Manufacturing
11. [ ] Health Care
12. [ ] Other

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

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

Insurance Company Name: Markel American Insurance Co
Insurer's Address: 1521 Highwood Parkway
City/State/Zip: Glen Allen, VA 23060
Policy # or Self-ins. Lic. #: WC011088-02 Expiration Date: 12-01-2022

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

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

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

Signature: [Signature] Date: 11-17-2021
Phone #: 508-563-0936

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

City or Town: Permit/License #
Issuing Authority (circle one):
6. Other

Contact Person: Phone #: 
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
INFORMATION PAGE

Original Printing: Markel American Insurance Company
4521 Highwoods Parkway
Glen Allen, VA 23060

Issued November 9, 2021

Type: Stock
NCCI Carrier Code: 26576
Policy Number:

Renewal of Policy:
AWC0011088-01
Rewrite of Policy:

Fein # / Risk ID #:
046136560 / 000065985

1. The Insured's Name and Mailing address:
Clark Haddad Post 188 American Legion
Building Corp
PO Box 956
Sandwich, MA 02563-0956
508-888-9832

Other work place not shown above: See Attached Location Schedule

Type of entity: Nonprofit

2. The policy period is from 12/01/2021 to 12/01/2022 [12.01 AM Standard Time] at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of this policy applies to the Workers Compensation Law of the states listed here: MASSACHUSETTS

B. Employers liability Insurance: Part Two of this policy applies to work in each state listed in Item 3A.

The limits of our liability under Part Two are:
Bodily Injury by Accident: $500,000 each accident
Bodily Injury by Disease: $500,000 policy limit
Bodily Injury by Disease: $500,000 each employee

C. Other States insurance: Part Three of this policy applies to the states, if any, listed here
AZ, CO, IA,
KS, MA, MO, NE, NM, NY, TN and VA

D. California Endorsements and Schedules

Other State Endorsements and Schedules:
MDWC1001, MWC 1201, WC0000000C, WC000308, WC000406A, WC000414, WC000414A, WC000422C, WC000425, WC 20 03 01, WC 20 03 02 A, WC 20 03 03 D, WC 20 04 01, WC 20 04 05, WC 20 06 01 A, WC 20 06 04, MWC1000, MIL 1214, MPIL 1083, MPIL 1007 01 20

4. The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All information required is subject to verification and change by audit.

Minimum Premium: 239.00
Deposit Premium: $753.00
Total Estimated Annual Premium: $736.00
Pay plan: 1-Pay - 100%

Producer: Baldwin Krystyn Sherman Partners, LLC
434 Route 134 877-504-7192
South Dennis MA 02660

Servicing office: Markel Service, Inc., (888) 500-3344
Central Park Plaza, 222 South 15th Street, Suite 1500N
Omaha, NE 68102-1680

Countersigned By: Date: 11/09/2021

(See extension of information page for class code, rate and premium detail)

THIS INFORMATION PAGE WITH THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY AND ENDORSEMENTS, IF ANY ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY

MDWC 1001 05 10
Account Information

Account

Insured: Clark Haddad Post 188 American Legion Building Corp
Account #: -
Agent Name: Gary Bruno
Agency Name: Baldwin Krystyn Sherman Partners, LLC
Agency Phone: 877-504-7192
Email: gbruno@rogersgray.com

View WorkComp & BOP Policies

Select a Policy to Display Information

<table>
<thead>
<tr>
<th>Selected</th>
<th>Policy</th>
<th>Status</th>
<th>Effective Date</th>
<th>Premium</th>
<th>Billed</th>
<th>AF</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑️</td>
<td>WC</td>
<td>Active</td>
<td>12/01/2021</td>
<td>$753.00</td>
<td>$753.00</td>
<td>($)</td>
</tr>
<tr>
<td>☑️</td>
<td>WC</td>
<td>Active</td>
<td>12/01/2020</td>
<td>$775.00</td>
<td>$783.53</td>
<td>($)</td>
</tr>
</tbody>
</table>

Click on the radio button next to a policy number in the table above to access policy information.

Policy Activity

Activity

- Payment Received
  A payment has been applied to the policy.
- Account Status Change: Renewal - Issued

Documents

Activity

- Policy Document Reviewed
- Renewal Statement
- Renewal Statement
- Endorsement Document Reviewed
- Account Statement

https://portal.markelinsurance.com/#/isc/policy/AWC0011088-02
CRIMINAL OFFENDER RECORD INFORMATION (CORI)
ACKNOWLEDGEMENT FORM

TO BE USED BY ORGANIZATIONS CONDUCTING CORI CHECKS FOR EMPLOYMENT, VOLUNTEER, SUBCONTRACTOR, LICENSING, AND HOUSING PURPOSES.

The Office of the Secretary of the Commonwealth, Securities Division is registered under the provisions of MASS. GEN. LAWS c. 6, § 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing.

As a prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the Massachusetts DCJIS ("Department of Criminal Justice Information Services"). I hereby acknowledge and provide permission to the Office of the Secretary of the Commonwealth, Securities Division to submit a CORI check for my information to the DCJIS. This authorization is valid for one (1) year from the date of my signature. I may withdraw this authorization at any time by providing the Office of the Secretary of the Commonwealth, Securities Division written notice of my intent to withdraw consent to a CORI check.

FOR EMPLOYMENT, VOLUNTEER, AND LICENSING PURPOSES ONLY:

The Office of the Secretary of the Commonwealth, Securities Division may conduct subsequent CORI checks within one (1) year of the date this Form was signed by me provided, however, that The Office of the Secretary of the Commonwealth, Securities Division must first provide me with written notice of this check.

By signing below, I provide my consent to a CORI check and acknowledge that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

[Signature]

[Date]

PURSUANT TO DCJIS REQUIREMENTS, THE SIGNATURE ABOVE MUST BE NOTARIZED BEFORE THIS FORM IS SENT IN ELECTRONIC FORMAT TO THE OFFICE OF THE SECRETARY OF THE COMMONWEALTH, SECURITIES DIVISION.

[Notary Seal]

Page 1 of 2
SUBJECT INFORMATION: (A red asterisk (*) denotes a required field)

Townville Raymond Wayne

* Last Name       * First Name       Middle Name       Suffix

Maiden Name (or other name(s) by which you have been known)

Former Last Name 1: __________________________

Former Last Name 2: __________________________

Former Last Name 3: __________________________

Former Last Name 4: __________________________

* Date of Birth: ___________ Place of Birth: Hahn Air Base Germany

* Last Six Digits of Your Social Security Number: ________

Sex: ___ M  Height: ___ ft. ___ in. Eye Color: Green Race: W

Driver’s License or ID Number: ___________ State of Issue: MA

Eileen M Aiken            Rodney Walter Townville
Mother’s Full Maiden Name  Father’s Full Name

Current and Former Addresses:

79 Main St                  Buzzards Bay MA 02532
Street Number & Name       City/Town State Zip

Street Number & Name       City/Town State Zip

The above information was verified by reviewing the following form(s) of government-issued identification:

lic  

Verified by:

MICHAEL R WALKER            Michael P Walker
Name of Verifying Employee (Please Print)  Signature of Verifying Employee
CRIMINAL OFFENDER RECORD INFORMATION (CORI)
ACKNOWLEDGEMENT FORM

TO BE USED BY ORGANIZATIONS CONDUCTING CORI CHECKS FOR EMPLOYMENT, VOLUNTEER,
SUBCONTRACTOR, LICENSING, AND HOUSING PURPOSES.

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provisions of MASS. GEN. LAWS c. 6, § 172 to receive CORI for the purpose of screening
current and otherwise qualified prospective employees, subcontractors, volunteers, license
applicants, current licensees, and applicants for the rental or lease of housing.

As a prospective or current employee, subcontractor, volunteer, license applicant, current
licensee, or applicant for the rental or lease of housing, I understand that a CORI check will
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of my signature. I may withdraw this authorization at any time by providing the Office of the
Secretary of the Commonwealth, Securities Division written notice of my intent to withdraw
consent to a CORI check.

FOR EMPLOYMENT, VOLUNTEER, AND LICENSING PURPOSES ONLY:

The Office of the Secretary of the Commonwealth, Securities Division may conduct subse-
quent CORI checks within one (1) year of the date this Form was signed by me provided,
however, that The Office of the Secretary of the Commonwealth, Securities Division must first
provide me with written notice of this check.

By signing below, I provide my consent to a CORI check and acknowledge that the informa-
tion provided on Page 2 of this Acknowledgement Form is true and accurate.

[Signature] [14 Sept 2021]

PURSUANT TO DCJIS REQUIREMENTS, THE SIGNATURE ABOVE MUST BE NOTA-
RIZED BEFORE THIS FORM IS SENT IN ELECTRONIC FORMAT TO THE OFFICE OF
THE SECRETARY OF THE COMMONWEALTH, SECURITIES DIVISION.
SUBJECT INFORMATION: (A red asterisk (*) denotes a required field)

BROTHERS STEPHEN JOSEPH

* Last Name * First Name Middle Name Suffix

M/A

Maiden Name (or other name(s) by which you have been known)

Former Last Name 1: M/A

Former Last Name 2: 

Former Last Name 3: 

Former Last Name 4: 

* Date of Birth: .

* Place of Birth: M/FORD, MA

* Last Six Digits of Your Social Security Number: 

Sex: M Height: _ ft. 2 in. Eye Color: BLUE Race: 

Driver's License or ID Number State of Issue: MA

MARIO LOCALLE MARTIN-GELAO ROGER BROTHERS

Mother's Full Maiden Name Father's Full Name

Current and Former Addresses:

26 MEREDITH RD FORESTDALE MA 02644
Street Number & Name City/Town State Zip

18 SUNNYSIDE LANE MILFORD MA 01757
Street Number & Name City/Town State Zip

The above information was verified by reviewing the following form(s) of government-issued identification:

[License]

Verified by:

Raytownville

Name of Verifying Employee (Please Print)

[Signature]
CRIMINAL OFFENDER RECORD INFORMATION (CORI) ACKNOWLEDGEMENT FORM

TO BE USED BY ORGANIZATIONS CONDUCTING CORI CHECKS FOR EMPLOYMENT, VOLUNTEER, SUBCONTRACTOR, LICENSING, AND HOUSING PURPOSES.

The Office of the Secretary of the Commonwealth, Securities Division is registered under the provisions of MASS. GEN. LAWS c. 6, § 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing.

As a prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the Massachusetts DCJIS ("Department of Criminal Justice Information Services"). I hereby acknowledge and provide permission to the Office of the Secretary of the Commonwealth, Securities Division to submit a CORI check for my information to the DCJIS. This authorization is valid for one (1) year from the date of my signature. I may withdraw this authorization at any time by providing the Office of the Secretary of the Commonwealth, Securities Division written notice of my intent to withdraw consent to a CORI check.

FOR EMPLOYMENT, VOLUNTEER, AND LICENSING PURPOSES ONLY:

The Office of the Secretary of the Commonwealth, Securities Division may conduct subsequent CORI checks within one (1) year of the date this Form was signed by me provided, however, that The Office of the Secretary of the Commonwealth, Securities Division must first provide me with written notice of this check.

By signing below, I provide my consent to a CORI check and acknowledge that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

Signature ___________________________ Date __10.9.2021__

PURSUANT TO DCJIS REQUIREMENTS, THE SIGNATURE ABOVE MUST BE NOTARIZED BEFORE THIS FORM IS SENT IN ELECTRONIC FORMAT TO THE OFFICE OF THE SECRETARY OF THE COMMONWEALTH, SECURITIES DIVISION.
SUBJECT INFORMATION: (A red asterisk (*) denotes a required field)

Last Name  First Name  Middle Name  Suffix

Maiden Name (or other name(s) by which you have been known)
Former Last Name 1: 
Former Last Name 2: 
Former Last Name 3: 
Former Last Name 4: 

Date of Birth: CAMBRIDGE, MA.

Last Six Digits of Your Social Security Number: __

Sex: M  Height: ___ ft. ___ in.  Eye Color: BLUE  Race: WHITE

Driver's License or ID Number: 62377041  State of Issue: MA.

Mother's Full Maiden Name  Father's Full Name

IDA GACE BISSONNETTE  STANLEY EMERSON CHAPIN

Current and Former Addresses:

Street Number & Name  City/Town  State  Zip
45 EDDISWATER RD  NASHPEE, MA.  02659

Street Number & Name  City/Town  State  Zip
57 ALMONTH PEMBERLE MA.  02359

The above information was verified by reviewing the following form(s) of government-issued identification:

Verified by: Ray Tournville
Name of Verifying Employee (Please Print)  Signature of Verifying Employee
Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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

Transaction Processed Successfully.

INVOICE #: fd491528-1541-49fb-8f53-a443f48299e7

<table>
<thead>
<tr>
<th>Description</th>
<th>Applicant/Authorized Registrant/Contact</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FILING FEES-RETAIL</td>
<td>Clark-Haddad Post No. 188</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

$200.00

Total Convenience Fee: $4.70
Total Amount Paid: $204.70

Date Paid: 5/12/2021 2:36:15 PM EDT

Payment On Behalf Of

License Number or Business Name:
Clark-Haddad Post No. 188

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Raymond

Last Name:
Tourville

Address:
205 Carlson Lane

City:
West Barnstable

State:
MA

Zip Code:
02668

Email Address:
raywt59@gmail.com
COMMERCIAL INSURANCE APPLICATION
APPLICANT INFORMATION SECTION

AGENCY
RogersGray, Inc.
424 Rte 134
South Dennis, MA 02660

CARRIER
XS BROKERS INSURANCE AGENCY

CONTACT
NAME: 
PHONE: (800) 553-1801
FAX: (877) 816-2156
E-MAIL: mail@rogersgray.com

ACCOUNTS RECEIVABLE / VALUABLE PAPERS
GLASS AND SIGN SECTION
STANDARD / SCHEDULE OF VALUES
STATE SUPPLEMENT (if applicable)

ADDITIONAL PREMISES INFORMATION SCHEDULE
INSTALLATION / BUILDERS RISK SECTION
VACANT BUILDING SUPPLEMENT

APARTMENT BUILDING SUPPLEMENT
INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT
VEHICLE SCHEDULE

CONDO ASSN BYLAWS (for D&O Coverage only)
INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT

CONTRACTORS SUPPLEMENT
LOSS SUMMARY

COVERAGES SCHEDULE
OPEN CARGO SECTION

DEALERS SECTION
PREMIUM PAYMENT SUPPLEMENT

DRIVER INFORMATION SCHEDULE
PROFESSIONAL LIABILITY SUPPLEMENT

ELECTRONIC DATA PROCESSING SECTION
RESTAURANT / TAVERN SUPPLEMENT

POLICY INFORMATION
PROPOSED EFF DATE
12/01/2021
PROPOSED EXPIRY DATE
12/01/2022
BILLING PLAN
DIRECT 
X AGENCY
PAYMENT PLAN
FL
METHOD OF PAYMENT
EFTC
AUDIT
$ 6,570.00
DEPOSIT
$ 6,570.00
MINIMUM PREMIUM
$ 1,642.50
POLICY PREMIUM
$ 6,570.00

APPLICANT INFORMATION
NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4)
Clark Haddad
Box 956
Sandwich, MA 02563

NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)

NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)

NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)

The ACORD name and logo are registered marks of ACORD
### LINES OF BUSINESS

<table>
<thead>
<tr>
<th>INDICATE LINES OF BUSINESS</th>
<th>PREMIUM</th>
<th>INDICATE LINES OF BUSINESS</th>
<th>PREMIUM</th>
<th>INDICATE LINES OF BUSINESS</th>
<th>PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOILER &amp; MACHINERY</td>
<td>$</td>
<td>CYBER AND PRIVACY</td>
<td>$</td>
<td>YACHT</td>
<td>$</td>
</tr>
<tr>
<td>BUSINESS AUTO</td>
<td>$</td>
<td>FIDUCIARY LIABILITY</td>
<td>$</td>
<td>Liquor Liability</td>
<td>$</td>
</tr>
<tr>
<td>BUSINESS OWNERS</td>
<td>$</td>
<td>GARAGE AND DEALERS</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>$</td>
<td>LIQUOR LIABILITY</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>COMMERCIAL INLAND MARINE</td>
<td>$</td>
<td>MOTOR CARRIER</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>COMMERCIAL PROPERTY</td>
<td>$</td>
<td>TRUCKERS</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>CRIME</td>
<td>$</td>
<td>UMBRELLA</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

### ATTACHMENTS

- ACCOUNTS RECEIVABLE / VALUABLE PAPERS
- ADDITIONAL INTEREST SCHEDULE
- ADDITIONAL PREMIUMS INFORMATION SCHEDULE
- APARTMENT BUILDING SUPPLEMENT
- CONDO ASSN BYLAWS (for D&O Coverage only)
- CONTRACTORS SUPPLEMENT
- COVERAGE SCHEDULE
- DEALERS SECTION
- DRIVER INFORMATION SCHEDULE
- ELECTRONIC DATA PROCESSING SECTION

### POLICY INFORMATION

- PROPOSED EFP DATE: 12/01/2021
- PROPOSED EXP DATE: 12/01/2022
- BILLING PLAN: DIRECT
- PAYMENT PLAN: FL
- METHOD OF PAYMENT: EFTC

### APPLICANT INFORMATION

- NAME (First Named Insured): Clark Haddad
- MAILING ADDRESS: 188 American Legion Building Corp.
- P.O. Box 956
  Sandwich, MA 02563

- CORPORATION
  - JOINT VENTURE
  - NO. OF MEMBERS AND MANAGERS: 1
- INDIVIDUAL

- NAME (Other Named Insured): 
- MAILING ADDRESS (including ZIP+4):

### TABLES

- GL CODE
- SIC
- NAICS
- FEIN OR SOC SEC #
- BUSINESS PHONE #:
- WEBSITE ADDRESS:

### Notes

- The ACORD name and logo are registered marks of ACORD.
COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS

Policy No. CPS7475780
Effective Date 12/01/2021
Agent No. 20007

Named Insured LEGION BUILD
Effective Time 12:01 A.M., Standard Time

<table>
<thead>
<tr>
<th>Item 1. Limits of Insurance</th>
<th>Coverage</th>
<th>Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate Limits of Liability</td>
<td>$ 2,000,000</td>
<td>Products/Completed Operations Aggregate</td>
</tr>
<tr>
<td></td>
<td>$ 2,000,000</td>
<td>General Aggregate (other than Products/Completed Operations)</td>
</tr>
<tr>
<td>Coverage A—Bodily Injury and Property Damage Liability</td>
<td>$ 1,000,000</td>
<td>any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability</td>
</tr>
<tr>
<td>Damage to Premises Rented to You Limit</td>
<td>$ 100,000</td>
<td>any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability</td>
</tr>
<tr>
<td>Coverage B—Personal and Advertising Injury Liability</td>
<td>$ 1,000,000</td>
<td>any one person or organization subject to the General Aggregate Limits of Liability</td>
</tr>
<tr>
<td>Coverage C—Medical Payments</td>
<td></td>
<td>any one person subject to the Coverage A occurrence and the General Aggregate Limits</td>
</tr>
<tr>
<td></td>
<td>$ 5,000</td>
<td></td>
</tr>
</tbody>
</table>

Item 2. Description of Business
Form of Business:
- [ ] Individual
- [ ] Partnership
- [ ] Joint Venture
- [ ] Trust
- [ ] Limited Liability Company
- [x] Organization including a corporation (other than Partnership, Joint Venture or Limited Liability Company)

Location of All Premises You Own, Rent or Occupy:
SEE SCHEDULE OF LOCATIONS

Item 3. Forms and Endorsements
Form(s) and Endorsement(s) made a part of this policy at time of issue:
See Schedule of Forms and Endorsements

Item 4. Premiums

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage Part Premium:</td>
<td>$3,501</td>
</tr>
<tr>
<td>Other Premium:</td>
<td>$</td>
</tr>
<tr>
<td>Total Premium:</td>
<td>$</td>
</tr>
</tbody>
</table>

$3,501

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.
The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

AMENDMENT-Change of Manager

1. BUSINESS ENTITY INFORMATION

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Municipality</th>
<th>ABCC License Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clark-Haddad Post No. 188, American Legion Build</td>
<td>Sandwich</td>
<td>00009-RS-1074</td>
</tr>
</tbody>
</table>

2. APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Raymond Tourville</td>
<td>Commander</td>
<td><a href="mailto:raywt59@gmail.com">raywt59@gmail.com</a></td>
<td>508-562-0936</td>
</tr>
</tbody>
</table>

3A. MANAGER INFORMATION

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

<table>
<thead>
<tr>
<th>Proposed Manager Name</th>
<th>Date of Birth</th>
<th>SSN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Raymond Tourville</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Residential Address:

205 Carlson Lane, W. Barnstable, MA 02668

Email: raywt59@gmail.com

Phone: 508-562-0936

Please indicate how many hours per week you intend to be on the licensed premises: 20

Last-Approved License Manager: Donna Briand

3B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?  ☑ Yes ☐ No  *Manager must be U.S. citizen

If yes, attach one of the following as proof of citizenship: US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?  ☑ Yes ☐ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

<table>
<thead>
<tr>
<th>Date</th>
<th>Municipality</th>
<th>Charge</th>
<th>Disposition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

<table>
<thead>
<tr>
<th>Start Date</th>
<th>End Date</th>
<th>Position</th>
<th>Employer</th>
<th>Supervisor Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-03-2018</td>
<td>n/a</td>
<td>Construction Superintenden</td>
<td>REEF</td>
<td>Matt Teague</td>
</tr>
</tbody>
</table>

3D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action?  ☑ Yes ☐ No

If yes, please fill out the table. Attach additional pages, if necessary, utilizing the format below.

<table>
<thead>
<tr>
<th>Date of Action</th>
<th>Name of License</th>
<th>State</th>
<th>City</th>
<th>Reason for suspension, revocation or cancellation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I declare under the pains and penalties of perjury that the information I have provided in this application is true and accurate.

Signature: [Signature]

Date: 10/15/21
APPLICANT'S STATEMENT

[Signature]

Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

1. I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

2. I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;

3. I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

4. I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

5. I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to, the identity of persons with an ownership or financial interest in the license;

6. I understand that all statements and representations made become conditions of the license;

7. I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

8. I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

9. I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

10. I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: [Signature]  Date: 10.15.21

Title: Commander
RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

AMENDMENT-Change of Manager

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

ECRT CODE: RETA

Please make $200.00 payment here: ABCC PAYMENT WEBSITE

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

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) 00009-RS-1074

ENTITY/ LICENSEE NAME Clark-Haddad Post No. 188, American Legion Building Corp

ADDRESS 20 Main Street

CITY/TOWN Sandwich STATE MA ZIP CODE 02563

For the following transactions (Check all that apply):

☐ New License ☐ Change of Location ☐ Change of Class (i.e. Annual/Seasonal) ☐ Change Corporate Structure (i.e. Corp./LLC)

☐ Transfer of License ☐ Alteration of Licensed Premises ☐ Change of License Type (i.e. club/restaurant) ☐ Pledge of Collateral (i.e. License/Stock)

☒ Change of Manager ☐ Change Corporate Name ☐ Change of Category (i.e. All Alcohol/Wine, Malt) ☐ Management/Operating Agreement

☐ Change of Officers/Directors/LLC Managers ☐ Change of Ownership Interest (LLC Members/LLP Partners, Trustees) ☐ Issuance/Transfer of Stock/New Stockholder ☐ Change of Hours

☐ Other ☐ Change of DBA

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

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358
RETAL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

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

ECRT CODE: RETA

Please make $200.00 payment here: ABCC PAYMENT WEBSITE

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

☐ New License
☐ Transfer of License
☐ Change of Manager
☐ Change of Officers/ Directors/LLC Managers
☐ Change of Location
☐ Alteration of Licensed Premises
☐ Change Corporate Name
☐ Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)
☐ Change of Class (e.g. Annual/Seasonal)
☐ Change of License Type (e.g. club/restaurant)
☐ Change of Category (e.g. All Alcohol/Wine, malt)
☐ Issuance/Transfer of Stock/New Stockholder
☐ Other

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

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358
The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512
Telephone: (617) 727-3640

ANNUAL REPORT

IDENTIFICATION

NO._

In compliance with the requirements of Section 26A of Chapter one hundred and eighty (180) of the General Laws:

1. NAME: Clark Haddad American Legion Post 188

2. ADDRESS: 20 Main ST P.O. Box 956
   Sandwich, Mass. 02563


4. If the corporation is a cemetery corporation, it must hold perpetual care funds in trust and attach a copy of the written agreement establishing the trust. (Check appropriate box)

   □ The cemetery corporation certifies that perpetual care funds are held in trust and a copy of the written agreement establishing the trust is attached.

   OR

   □ The cemetery corporation hereby certifies that it does not hold perpetual care funds in trust.

5. State the names and addresses of the president, treasurer, clerk, at least one director of the corporation, and the date on which the term of office of each expires. (PLEASE TYPE OR PRINT).

<table>
<thead>
<tr>
<th>NAME OF OFFICE</th>
<th>NAME</th>
<th>ADDRESSES Number, Street, City or Town, State and Zip Code</th>
<th>EXPIRATION OF TERM OF OFFICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>President</td>
<td>Raymond W. Tourville</td>
<td>205 Carlson Ln., Wi., Barnstable, Ma.</td>
<td>5-1-22</td>
</tr>
<tr>
<td>Treasurer</td>
<td>Robin Walker</td>
<td>80 Main ST, Sandwich, Mass. 02563</td>
<td>5-1-22</td>
</tr>
<tr>
<td>Clerk</td>
<td>Mark R. Motta</td>
<td>36 Town Neck Rd., Sandwich, Ma. 02563</td>
<td>5-1-22</td>
</tr>
<tr>
<td>Director (or Officer having the powers of Directors)</td>
<td>Paul E. Chapin</td>
<td>45 Edgewater Rd., Mashpee, Ma. 02649</td>
<td>5-1-22</td>
</tr>
<tr>
<td></td>
<td>George Pontes Jr</td>
<td>3 Bedford Pl., Fostersdale, Mass. 02644</td>
<td>5-1-23</td>
</tr>
</tbody>
</table>

I, the undersigned Mark R. Motta, being the Clerk of the above-named corporation, in compliance with General Laws, Chapter 180, hereby certify that the information above is true and correct as of the dates shown.

IN WITNESS WHEREOF AND UNDER PENALTIES OF PERJURY, I hereby sign my name on this day of Oct. 15, 2021.

Signature: Mark Motta Title: Adjutant
Contact Person: Robin Walker Contact Person Telephone #: 508-888-1004
To Whom It May Concern:

I hereby certify that according to the records of this office,

CLARK-HADDAD POST 188 AMERICAN LEGION BUILDING CORPORATION

is a domestic corporation organized on March 30, 1973

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.

In testimony of which,
I have hereunto affixed the Great Seal of the Commonwealth on the date first above written.

William Francis Galvin
Secretary of the Commonwealth

Certificate Number: 21090664680
Verify this Certificate at: http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx
Processed by: ili
SANDWICH BOARD OF SELECTMEN
PUBLIC HEARING

In accordance with M.G.L. Ch. 138, the Sandwich Board of Selectmen will hold a public hearing on Thursday, January 13, 2022 at 7:15 p.m., in the Sandwich Town Hall Auditorium, 130 Main Street, Sandwich, MA to consider the application by OURS, LLC, Mediterranean Tapas, Wine and More LLC for a new Annual, General On-Premises, All Alcoholic Beverages Liquor License, located at 6 Merchants Road, Unit B, Sandwich, MA 02563. The premises are a single story unit with a one room restaurant and bar area. The premises are located in a strip mall with no outdoor seating. Anyone wishing to be heard on the subject will be afforded an opportunity at that time.

Sandwich Board of Selectmen

Michael Miller, Chair
Hi Kathy:
We would first have to complete a Certificate of Inspection to determine occupancy and assess current means of egress.

Brendan W. Brides
Building Commissioner
16 Jan Sebastian Drive
Town of Sandwich, MA
Ph: 508-888-4200
Fax: 508-833-0018

From: Carroll, Melissa
Sent: Monday, December 13, 2021 3:59 PM
To: Mason, Dave; Burke, John; Brides, Brendan
Cc: Wack, Peter; Harper, Heather; Dunham, George
Subject: Application for NEW Liquor License

Hello,
Please find attached an application for a NEW liquor license to be operated from 6 Merchants Road, Unit B3, Sandwich, MA. The ABCC granted us one additional liquor license this year.

Please review and advise. Please CC Heather since Friday is my last day here. Thank you.

Chief Wack, I sent the full application to you via interoffice mail.

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

RETAL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

Please make $200.00 payment here: ABCC PAYMENT WEBSITE

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

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

ENTITY/ LICENSEE NAME: OURS Mediterranean Tapas, Wines and More

ADDRESS: 8 Woodspring Farm Lane

CITY/TOWN: Sandwich  
STATE: MA  
ZIP CODE: 02563

For the following transactions (Check all that apply):

- [X] New License  
- [ ] Transfer of License  
- [ ] Change of Manager  
- [ ] Change of Officers/ Directors/LLC Managers

- [ ] Change of Location  
- [ ] Alteration of Licensed Premises  
- [ ] Change Corporate Name  
- [ ] Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)

- [ ] Change of Class (i.e. Annual / Seasonal)  
- [ ] Change of License Type (i.e. club / restaurant)  
- [ ] Change of Category (i.e. All Alcohol/Wine, Multi)  
- [ ] Issuance/Transfer of Stock/New Stockholder

- [ ] Other: ____________________________

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

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

From: Harper, Heather
Sent: Tuesday, December 14, 2021 2:42 PM
To: Mason, Dave; Carroll, Melissa
Subject: RE: Application for NEW Liquor License

Got it thank you.

Heather

From: Mason, Dave
Sent: Tuesday, December 14, 2021 7:49 AM
To: Carroll, Melissa
Cc: Harper, Heather
Subject: RE: Application for NEW Liquor License

No issue.

Dave

From: Carroll, Melissa
Sent: Monday, December 13, 2021 3:59 PM
To: Mason, Dave <dmason@sandwichmass.org>; Burke, John <jburke@sandwichmass.org>; Brides, Brendan <bbrides@sandwichmass.org>
Cc: Wack, Peter <pwack@sandwichmass.org>; Harper, Heather <hharper@sandwichmass.org>; Dunham, George <gdunham@sandwichmass.org>
Subject: Application for NEW Liquor License

Hello,
Please find attached an application for a NEW liquor license to be operated from 6 Merchants Road, Unit B3, Sandwich, MA. The ABCC granted us one additional liquor license this year.

Please review and advise. Please CC Heather since Friday is my last day here. Thank you.

Chief Wack, I sent the full application to you via interoffice mail.

Kathy
**1. LICENSE CLASSIFICATION INFORMATION**

<table>
<thead>
<tr>
<th>ON/OFF-PREMISES</th>
<th>TYPE</th>
<th>CATEGORY</th>
<th>CLASS</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Premises-12</td>
<td>512 Restaurant</td>
<td>All Alcoholic Beverages</td>
<td>Annual</td>
</tr>
</tbody>
</table>

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

As we operate our Greek Caffeina Cafe to the proposed location, we decided to share with our customers more Greek and Georgian foods on small plates (tapas) and share our favorite wines and spirits from our Greek and Georgian roots. We will offer wines, beers and spirits and unique drinks which will be accompanied by our good foods. Hours of Operation will be 11-9 most likely.

Is this license application pursuant to special legislation? 
- Yes 
- No

**2. BUSINESS ENTITY INFORMATION**

The entity that will be issued the license and have operational control of the premises.

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>FEIN</th>
<th>Manager of Record</th>
</tr>
</thead>
<tbody>
<tr>
<td>OURS Mediterranean Tapas, Wines and More, LLC</td>
<td>4</td>
<td>Ekatarina O Kumbatiadis</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 Woodspring Farm Lane</td>
<td>508-815-7181</td>
<td><a href="mailto:katarina@lifetimepropertiesre.com">katarina@lifetimepropertiesre.com</a></td>
</tr>
</tbody>
</table>

**3. DESCRIPTION OF PREMISES**

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

It is a commercial unit with one big open ground floor with a high ceiling with a handicapped bathroom. The plan is to add a small bar and cooking kitchen facing the back wall with a cooktop and double oven.

<table>
<thead>
<tr>
<th>Total Square Footage</th>
<th>Number of Entrances</th>
<th>Seating Capacity</th>
<th>Occupancy Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>750</td>
<td>1</td>
<td>20</td>
<td>25</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Floors</th>
<th>Number of Exits</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

**4. APPLICATION CONTACT**

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

<table>
<thead>
<tr>
<th>Name:</th>
<th>Phone:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ekatarina O. Kumbatiadis</td>
<td>508-815-7181</td>
<td><a href="mailto:katarina@lifetimepropertiesre.com">katarina@lifetimepropertiesre.com</a></td>
</tr>
</tbody>
</table>

Title: Owner/Manager
5. CORPORATE STRUCTURE

Entity Legal Structure: LLC
Date of Incorporation: 12/7/2021
State of Incorporation: Massachusetts

Is the Corporation publicly traded? ☐ Yes ☐ No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
  - On Premises (E.g. Restaurant/Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
  - Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.

- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal: Ekatarina O Kumbatidias
Residential Address: 8 Woodspring Farm Lane, Sandwich, MA

Title and or Position: Manager
Percentage of Ownership: 100%
Director/LLC Manager US Citizen: ☐ Yes ☐ No
Director/LLC Manager MA Resident: ☐ Yes ☐ No

SSN: [ ] DOB: [ ]

Additional pages attached? ☐ Yes ☐ No

CRIMINAL HISTORY
Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. ☐ Yes ☐ No
APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE
Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

<table>
<thead>
<tr>
<th>Name</th>
<th>License Type</th>
<th>License Name</th>
<th>Municipality</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE
Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ if yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

<table>
<thead>
<tr>
<th>Name</th>
<th>License Type</th>
<th>License Name</th>
<th>Municipality</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION
Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

<table>
<thead>
<tr>
<th>Date of Action</th>
<th>Name of License</th>
<th>City</th>
<th>Reason for suspension, revocation or cancellation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. OCCUPANCY OF PREMISES
Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

- Own ☐

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales? Yes ☐ No ☐
8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate 118,000.00

B. Purchase Price for Business Assets 0

C. Other * (Please specify below) 60,000.00

D. Total Cost 178,000.00

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

SOURCE OF CASH CONTRIBUTION

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

<table>
<thead>
<tr>
<th>Name of Contributor</th>
<th>Amount of Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ekatarina Kumbatiadis</td>
<td>178,000.00</td>
</tr>
</tbody>
</table>

Total 178,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

<table>
<thead>
<tr>
<th>Name of Lender</th>
<th>Amount</th>
<th>Type of Financing</th>
<th>Is the lender a licensee pursuant to M.G.L. Ch. 138.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Yes     No</td>
</tr>
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<td></td>
<td></td>
<td>Yes     No</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td>Yes     No</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Yes     No</td>
</tr>
</tbody>
</table>

FINANCIAL INFORMATION

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

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? □ Yes  □ No

Please indicate what you are seeking to pledge (check all that apply)  □ License  □ Stock  □ Inventory

To whom is the pledge being made?  |
10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name: Ekatarina O Kumbatiadis
Date of Birth: [ ]
SSN: [ ]

Residential Address: 8 Woodspring Farm Lane, Sandwich, MA 02563

Email: katarina@lifetimepropertiesre.com
Phone: 508-815-7181

Please indicate how many hours per week you intend to be on the licensed premises: 35

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* [ ] Yes [ ] No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship: US Passport, Voter’s Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? [ ] Yes [ ] No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

<table>
<thead>
<tr>
<th>Date</th>
<th>Municipality</th>
<th>Charge</th>
<th>Disposition</th>
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</thead>
<tbody>
<tr>
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</tbody>
</table>

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

<table>
<thead>
<tr>
<th>Start Date</th>
<th>End Date</th>
<th>Position</th>
<th>Employer</th>
<th>Supervisor Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/15/21</td>
<td>N/A</td>
<td>Owner</td>
<td>Greek Caffeina Cafe</td>
<td>Self</td>
</tr>
<tr>
<td>5/15/21</td>
<td>N/A</td>
<td>Owner</td>
<td>Happy Pups &amp; Paws</td>
<td>Self</td>
</tr>
<tr>
<td>8/15/18</td>
<td>N/A</td>
<td>Owner</td>
<td>Lifetime Properties Real Estate</td>
<td>Self</td>
</tr>
<tr>
<td>5/10/15</td>
<td>8/15/18</td>
<td>Real Estate Agent</td>
<td>Keller Williams Real Estate</td>
<td>Kathleen Fuller - Broker</td>
</tr>
</tbody>
</table>

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? [ ] Yes [ ] No

If yes, please fill out the table. Attach additional pages, if necessary, utilizing the format below.

<table>
<thead>
<tr>
<th>Date of Action</th>
<th>Name of License</th>
<th>State</th>
<th>City</th>
<th>Reason for suspension, revocation or cancellation</th>
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<tbody>
<tr>
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</table>

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

Manager’s Signature: [Signature]
Date: 12/9/2021
11. MANAGEMENT AGREEMENT
Are you requesting approval to utilize a management company through a management agreement?
If yes, please fill out section 11.
Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

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

11A. MANAGEMENT ENTITY
List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of Principal</td>
<td>Residential Address</td>
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<tr>
<td>Name of Principal</td>
<td>Residential Address</td>
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<td>Name of Principal</td>
<td>Residential Address</td>
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Title and or Position | Percentage of Ownership | Director | US Citizen | MA Resident
--- | --- | --- | --- | ---
| | | | | |
| | | | | |
| | | | | |

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

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE
Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?
Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

<table>
<thead>
<tr>
<th>Name</th>
<th>License Type</th>
<th>License Name</th>
<th>Municipality</th>
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<tbody>
<tr>
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</tbody>
</table>
11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE
Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?
Yes ☐  No ☐  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

<table>
<thead>
<tr>
<th>Name</th>
<th>License Type</th>
<th>License Name</th>
<th>Municipality</th>
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<tbody>
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</table>

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT
Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?
Yes ☐  No ☐  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

<table>
<thead>
<tr>
<th>Licensee Name</th>
<th>License Type</th>
<th>Municipality</th>
<th>Date(s) of Agreement</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION
Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?
Yes ☐  No ☐  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

<table>
<thead>
<tr>
<th>Date of Action</th>
<th>Name of License</th>
<th>City</th>
<th>Reason for suspension, revocation or cancellation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

11F. TERMS OF AGREEMENT
a. Does the agreement provide for termination by the licensee?  Yes ☐  No ☐
b. Will the licensee retain control of the business finances?  Yes ☐  No ☐
c. Does the management entity handle the payroll for the business?  Yes ☐  No ☐
d. Management Term Begin Date ________________________  e. Management Term End Date ________________________
f. How will the management company be compensated by the licensee? (check all that apply)
   ☐ $ per month/year (indicate amount)  ☐
   ☐ % of alcohol sales (indicate percentage)  ☐
   ☐ % of overall sales (indicate percentage)  ☐
   ☐ other (please explain)  ☐

ABCC Licensee Officer/LLC Manager

Signature: ________________________  Title: ________________________  Date: ________________________

Management Agreement Entity Officer/LLC Manager

Signature: ________________________  Title: ________________________  Date: ________________________
ADDITIONAL INFORMATION

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

Concerning the property that the business will operate out of, I purchased that property on August 24, 2021 with funds from a home equity loan and investments that I have. Money for the remodeling and equipment for the new restaurant will be from funds from a recent sale of a piece of property that I owned. I am attaching documents showing exactly where the monies came from.

Russell S. Goncalves is my husband. I though am the sole owner of the LLC that will be operating the restaurant.
APPLICANT'S STATEMENT

I, Ekatarina O Kumbatidis, the: ☑ sole proprietor; ☐ partner; ☐ corporate principal; ☑ LLC/LLP manager

Authorized Signatory

of CURS Mediterranean Tapas Wines and More

Name of the Entity/Corporation

hereby submit this application (hereinafter the “Application”), to the local licensing authority (the “LLA”) and the Alcoholic Beverages Control Commission (the “ABCC” and together with the LLA collectively the “Licensing Authorities”) for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

(1) I understand that each representation in this Application is material to the Licensing Authorities’ decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

(2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;

(3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

(4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

(6) I understand that all statements and representations made become conditions of the license;

(7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

(8) I understand that the licensee’s failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

(9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

(10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: [Signature]

Date: 12/9/2021

Title: Owner/Manager
12/13/2021

Chief,

The attached application is for a NEW All Alcohol license for OURS LLC Mediterranean Tapas, Wines and More restaurant to be located at 6 Merchants Road, Unit B3, Sandwich, MA 02563.

Please review and advise.

Thank you.

Kathy

Sent to Both Fire, Inspections on 12/13/2021
Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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

Transaction Processed Successfully.
INVOICE #: 324cfe59-0233-41c0-8975-d646d94f7ac

<table>
<thead>
<tr>
<th>Description</th>
<th>Applicant, License or Registration Number</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FILING FEES-RETAIL</td>
<td>OURS Mediterranean Tapas Wines and More LLC</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

$200.00

Total Convenience Fee: $4.70
Total Amount Paid: $204.70

Date Paid: 12/8/2021 2:43:39 PM EDT

Payment On Behalf Of
License Number or Business Name: OURS Mediterranean Tapas, Wines and More, LLC
Fee Type: FILING FEES-RETAIL

Billing Information
First Name: James
Last Name: Dillon
Address: PO Box 116
City: Sandwich
State: MA
Zip Code: 02563
Email Address: jim@dillonlawoffices.com
ENTITY VOTE

The Board of Directors or LLC Managers of [OURS Mediterranean Tapes. Wines and More, LLC] Entity Name and the Sandwich City/Town Common wealth of Massachusetts Alcoholic Beverages Control Commission on 12/8/21 Date of Meeting

For the following transactions (Check all that apply):

- [ ] New License
- [ ] Transfer of License
- [ ] Change of Manager
- [ ] Change of Officers/ Directors/LLC Managers
- [ ] Change of Location
- [ ] Alteration of Licensed Premises
- [ ] Change Corporate Name
- [ ] Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)
- [ ] Change of Class (i.e. Annual / Seasonal)
- [ ] Change of License Type (i.e. club / restaurant)
- [ ] Change of Category (i.e. All Alcohol/Wine, Mall)
- [ ] Issuance/Transfer of Stock/New Stockholder
- [ ] Other
- [ ] Change Corporate Structure (i.e. Corp / LLC)
- [ ] Pledge of Collateral (i.e. License/Stock)
- [ ] Management/Operating Agreement
- [ ] Change of Hours
- [ ] Change of DBA

“VOTED: To authorize

Ekaratina O Kumbatiadis

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

“VOTED: To appoint

Ekaratina O Kumbatiadis

Name of Liquor License Manager

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

A true copy attest,

Ekaratina O Kumbatiadis

(Print Name)

For Corporations ONLY
A true copy attest,

Corporate Officer/LLC Manager Signature

Ekaratina O Kumbatiadis

(Print Name)

Corporation Clerk's Signature
## ADDENDUM A

### 6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Percentage of Ownership in Entity being Licensed</th>
</tr>
</thead>
<tbody>
<tr>
<td>OURS Mediterranean Tapas, Wines and</td>
<td>100%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Principal</th>
<th>Residential Address</th>
<th>SSN</th>
<th>DOB</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ekatrina O Kumbatiadis</strong></td>
<td>6 Woodspring Farm Lane, Sandwich, MA 02563</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Title and or Position</th>
<th>Percentage of Ownership</th>
<th>Director/ LLC Manager</th>
<th>US Citizen</th>
<th>MA Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner/Manager</td>
<td>100%</td>
<td>☑ Yes ☑ No</td>
<td>☑ Yes ☑ No</td>
<td>☑ Yes ☑ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Principal</th>
<th>Residential Address</th>
<th>SSN</th>
<th>DOB</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Title and or Position</th>
<th>Percentage of Ownership</th>
<th>Director/ LLC Manager</th>
<th>US Citizen</th>
<th>MA Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>☑ Yes ☑ No</td>
<td>☑ Yes ☑ No</td>
<td>☑ Yes ☑ No</td>
</tr>
</tbody>
</table>

**CRIMINAL HISTORY**

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

[☑ Yes ☑ No]
The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: [ ]

LICENSEE NAME: OURS Mediterranean Tapas, Wines and More, LLC

CITY/TOWN: Sandwich

**APPLICANT INFORMATION**

LAST NAME: Kumatiadis

FIRST NAME: Ekatarina

MIDDLE NAME: O

MAIDEN NAME OR ALIAS (IF APPLICABLE): [ ]

PLACE OF BIRTH: Russia

DATE OF BIRTH: [ ]

SSN: [ ]

ID THEFT INDEX PIN (IF APPLICABLE): [ ]

MOTHER'S MAIDEN NAME: Polosina

DRIVER'S LICENSE #: [ ]

STATE LIC. ISSUED: Massachusetts

GENDER: FEMALE

HEIGHT: [ ]

WEIGHT: [ ]

EYE COLOR: hazel

CURRENT ADDRESS: 8 Woodspring Farm Lane

CITY/TOWN: Sandwich

STATE: MA

ZIP: 02563

FORMER ADDRESS: 6 Commonwealth Avenue

CITY/TOWN: Sagamore

STATE: MA

ZIP: 02563

**PRINT AND SIGN**

PRINTED NAME: Ekatarina O Kumatiadis

APPLICANT/EMPLOYEE SIGNATURE: [Signature]

**NOTARY INFORMATION**

On this 12/09/2021 before me, the undersigned notary public, personally appeared Ekatarina O Kumatiadis (name of document signer), proved to me through satisfactory evidence of identification, which were Personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

[Notary Seal]

My Commission Expires 9/13/2026

[Signature]

**IVISION USE ONLY**

EXPIRED BY: [ ]

[Signature of Notary Public/Notary Employee]
QUITCLAIM DEED

Neil Campbell, also known as Neil E. Campbell, Trustee of C. and C. Realty Trust under Declaration of Trust dated May 15, 2000 and filed with the Barnstable County division of the Land Court as Document No. 800,175, of 300 Nathaniel Ellis Highway, #62, Mashpee, MA 02649

for consideration of One Hundred Eighteen Thousand and 00/100 ($118,000.00) Dollars paid, grant to

Russell S. Gonsalves Sr., Trustee of the Lifetime KRG Realty Trust, U/D/T dated November 12, 2020 (See a Trustee's Certificate pursuant to Mass Gen Laws Chapter 184 Section 35 recorded herewith), of P.O. Box 541, Sagamore, MA 02563

with Quitclaim Covenants,

the condominium unit in Sandwich, Barnstable County, Massachusetts designated as Unit Numbered, B-3 in Sandwich Center Condominium ("Condominium") created pursuant to Chapter 183A of the Massachusetts General Laws ("Act") by Master Deed, as amended, dated July 1, 1985, and recorded with Barnstable County Registry District of the Land Court as Document No. 369,549, as noted on Certificate of Title No. C184, as may be amended from time to time, and pursuant to Condominium Plan No. 13749-R-1.

Said unit is conveyed together with an undivided interest in common elements and facilities of the Condominium described in the Master Deed attributable to the unit as stated in said Master Deed.

Said premises are conveyed together with the benefit and subject to all rights, privileges, easements, and reservations of record insofar as the same are now in force and applicable.

Property address: 6 Merchants Road, Unit B-3, Sandwich, MA 02563

For title, see Certificates of Title No. C184-B3.

Grantor hereby release to the grantees herein all rights of homestead and other rights we have in and to the herein granted premises and warrant and represent that there are no persons entitled to an estate of homestead in the herein granted premises.
Executed as a sealed instrument under the pains and penalties of perjury this 24th day of August, 2021.

Neil Campbell, a/k/a Neil E. Campbell, Trustee
C. and C. Realty Trust

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this 2nd day of August, 2021, before me, the undersigned notary public, personally appeared Neil Campbell known to me to be the person whose name is signed on the preceding or attached document, and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his knowledge and belief and acknowledged to me that he signed it voluntarily for its stated purpose and as his free act and deed as Trustee of C. and C. Realty Trust

Mark H. Boudreau, Notary Public
My Commission Expires:

MARK H. BOUDREAU
Notary Public
Commonwealth of Massachusetts
My Commission Expires MARCH 31, 2028

John F. Meade, Assistant Recorder
Barnstable Registry Land Court District
Received & Recorded Electronically
The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Certificate of Organization
(General Laws, Chapter )

Identification Number: 

1. The exact name of the limited liability company is: OURS LLC MEDITERRANEAN TAPAS, WINES AND MORE

2a. Location of its principal office:
No. and Street: 6 MERCHANTS RD, B3
City or Town: SANDWICH State: MA Zip: 02563 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:
No. and Street: 6 MERCHANTS RD, B3
City or Town: SANDWICH State: MA Zip: 02563 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
LUNCH DINNER ESTABLISHMENT WITH MEDITERRANEAN FOODS SERVING SMALL PLATES WINES AND DRINKS GREEK STYLE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: EKATARINA KUMBATIADIS
No. and Street: 8 WOODSPRING FARM LN
City or Town: SANDWICH State: MA Zip: 02563 Country: USA

1. EKATARINA KUMBATIADIS resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

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

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address (no PO Box)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANAGER</td>
<td>EKATARINA O KUMBATIADIS</td>
<td>6 MERCHANTS RD, B3 SANDWICH, MA 02563 USA</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address (no PO Box)</th>
</tr>
</thead>
</table>
8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address (no PO Box)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>First, Middle, Last, Suffix</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Address, City or Town, State, Zip Code</td>
</tr>
</tbody>
</table>

9. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 7 Day of December, 2021, EKATARINA KUMBATIADIS**

*The certificate must be signed by the person forming the LLC.*
THE COMMONWEALTH OF MASSACHUSETTS

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

December 07, 2021 10:44 AM

[Signature]

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth
P<USAKUMBATIADIS<<EKATARINA<OTAROVNA<<<<<<<<<<<
6604242574USA7907153F3010264685132709<023712
SANDWICH BOARD OF SELECTMEN
PUBLIC HEARING

In accordance with M.G.L. Ch. 138, the Sandwich Board of Selectmen will hold a public hearing on Thursday, January 13, 2022 at 7:20 p.m., in the Sandwich Town Hall Auditorium, 130 Main Street, Sandwich, MA to consider the application for a transfer of Dunbar Tea corporation, D/B/A the Dunbar House Gift Shop and Tea Room, General On-Premises, All Alcoholic Beverages Liquor License, located at One Water Street, Sandwich, MA 02563 to Dunbar Restaurant and Tea Room, Inc. Anyone wishing to be heard on the subject will be afforded an opportunity at that time.

Sandwich Board of Selectmen

Michael Miller, Chair
ECRT CODE: RETA

Please make $200.00 payment here: ABCC PAYMENT WEBSITE

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

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) 0051-RS-1074

ENTITY/ LICENSEE NAME Dunbar Restaurant and Tea Room

ADDRESS 1 Water Street

CITY/TOWN Sandwich STATE MA ZIP CODE 02563

For the following transactions (Check all that apply):

☐ New License ☐ Transfer of License ☐ Change of Location
☐ Change of Manager ☐ Alteration of Licensed Premises ☐ Change of Class (i.e. Annual / Seasonal)
☐ Change of Officers/ Directors/LLC Managers ☐ Change Corporate Name ☐ Change of License Type (i.e. club / restaurant)
☐ Change of Ownership Interest (LLC Members/ LLP Partners, Trustees) ☐ Change of Category (i.e. All Alcohol/Wine, Malt)
☐ Other

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

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

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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

Transaction Processed Successfully.
INVOICE #: b3ce72ed-62c7-4556-8c5d-ae49078643ef

<table>
<thead>
<tr>
<th>Description</th>
<th>Applicant License or Registration Number</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FILING FEES-RETAIL</td>
<td>Dunbar</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

Total Convenience Fee: $4.70
Total Amount Paid: $204.70

Date Paid: 12/8/2021 10:45:30 AM EDT

Payment On Behalf Of
License Number or Business Name:
Dunbar

Fee Type:
FILING FEES-RETAIL

Billing Information
First Name:
Kate

Last Name:
Wolstenholme

Address:
12 Burtonwood Ave

City:
Bourne

State:
MA

Zip Code:
02532

Email Address:
kwolstenholme23@gmail.com
December 7, 2021

Alcoholic Beverages Control Commission
Attn: Chairman
95 Fourth Street, Suite 3
Chelsea, MA 02150

Chairperson,

We hereby give notice that there is no objection to the application filed by the below named Taxpayer/License holder.

CONDITIONAL RELEASE: DUNBAR TEA CORPORATION
D/B/A THE DUNBAR HOUSE GIFT SHOP AND
TEA ROOM
1 WATER STREET
SANDWICH, MA 02563

The taxpayer agrees to pay $86,439.21 plus any accrued interest to the Department of Unemployment Assistance within 24 hours of the closing. Payment must be in the form of bank or attorney’s check.

Sincerely,

Meaghan Tucker

Meaghan Tucker
Revenue Audit & Enforcement Manager
Department of Unemployment Assistance

cc: file
Kathryn L. Bean, Esq.as counsel to Buyer
Jerrica A. VanKleef, Esq. as counsel to Seller
APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

☐ Transfer of License
☐ Alteration of Premises
☐ Change of Location
☐ Management/Operating Agreement

☐ Pledge of Inventory
☐ Pledge of License
☐ Pledge of Stock
☐ Other

☐ Change of Class
☐ Change of Category
☐ Change of License Type

(§12 ONLY, e.g. "club" to "restaurant")

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

Applicant is purchasing the real estate and business from the present owner and intends to operate the Tea Room in a similar fashion.

2. LICENSE CLASSIFICATION INFORMATION

<table>
<thead>
<tr>
<th>ON/OFF-PREMISES</th>
<th>TYPE</th>
<th>CATEGORY</th>
<th>CLASS</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Premises-12</td>
<td>512 Restaurant</td>
<td>Wines and Malt Beverages</td>
<td>Annual</td>
</tr>
</tbody>
</table>

3. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number: 0051-RS-1074

Entity Name: Dunbar Restaurant and Tea Room, Inc.

DBA: Dunbar Restaurant and Tea Room

Manager of Record: Kathryn Wolstenholme

Street Address: 1 Water Street, Sandwich MA 02563

Phone: (508) 833-2485

Email: kwolstenholme23@gmail.com

Add'l Phone: (508) 566-7383

Website: thedunbarhouse.com

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

2500 square foot, 3 room tearoom with two entrances and two exits. Outdoor patio with seating for 40 people.

<table>
<thead>
<tr>
<th>Total Sq. Footage</th>
<th>Seating Capacity</th>
<th>Occupancy Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>2500</td>
<td>99</td>
<td>99</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Entrances</th>
<th>Number of Exits</th>
<th>Number of Floors</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>2</td>
<td>1</td>
</tr>
</tbody>
</table>
5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

<table>
<thead>
<tr>
<th>Name of Principal</th>
<th>Title/Position</th>
<th>Percentage of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>James Hegarty</td>
<td>President/ Treasurer/ Director</td>
<td>100%</td>
</tr>
<tr>
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</tr>
</tbody>
</table>

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.

The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.

Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/ Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.

If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

<table>
<thead>
<tr>
<th>Name of Principal</th>
<th>Residential Address</th>
<th>SSN</th>
<th>DOB</th>
<th>MA Resident</th>
<th>Director/ LLC Manager US Citizen</th>
<th>Director/ LLC Manager US Citizen</th>
<th>Director/ LLC Manager US Citizen</th>
<th>Director/ LLC Manager US Citizen</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kathryn Wolstenholme</td>
<td>12 Burtonwood Avenue, Bourne MA 02532</td>
<td></td>
<td></td>
<td></td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
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<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
APPLICATION FOR A TRANSFER OF LICENSE

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal
Residential Address
SSN
DOB
Title and or Position
Percentage of Ownership
Director/ LLC Manager
US Citizen
MA Resident
City Residency

Name of Principal
Residential Address
SSN
DOB
Title and or Position
Percentage of Ownership
Director/ LLC Manager
US Citizen
MA Resident
City Residency

Name of Principal
Residential Address
SSN
DOB
Title and or Position
Percentage of Ownership
Director/ LLC Manager
US Citizen
MA Resident
City Residency

Additional pages attached?    [ ] Yes    [ ] No

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

[ ] Yes    [ ] No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial
interest in any other license to sell alcoholic beverages?    [ ] Yes    [ ] No

If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

<table>
<thead>
<tr>
<th>Name</th>
<th>License Type</th>
<th>License Name</th>
<th>Municipality</th>
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<tbody>
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</table>

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial
interest in a license to sell alcoholic beverages, which is not presently held?    [ ] Yes    [ ] No

If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

<table>
<thead>
<tr>
<th>Name</th>
<th>License Type</th>
<th>License Name</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION
Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?
Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

<table>
<thead>
<tr>
<th>Date of Action</th>
<th>Name of License</th>
<th>City</th>
<th>Reason for suspension, revocation or cancellation</th>
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</thead>
<tbody>
<tr>
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</tbody>
</table>

7. CORPORATE STRUCTURE

Entity Legal Structure: Corporation

State of Incorporation: Massachusetts

Date of Incorporation: 02/05/2020

Is the Corporation publicly traded? ☑ Yes ☐ No

8. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

If the applicant entity owns the premises, a deed is required.
If leasing or renting the premises, a signed copy of the lease is required.
If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name: Dunbar Trust

Landlord Phone: (508) 566-5283

Landlord Email: kwolstenholme23@gmail.com

Landlord Address:

Lease Beginning Date: upon closing

Rent per Month: $6000

Lease Ending Date: one year after

Rent per Year: $72,000

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

☑ Yes ☐ No

9. APPLICATION CONTACT

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

Name: Kathryn Wolstenholme

Phone: (508) 566-5283

Title: President/ Treasurer/ Manager

Email: kwolstenholme23@gmail.com
10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate
   $700,000

B. Purchase Price for Business Assets

C. Other* (Please specify)

D. Total Cost
   $700,000

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

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

<table>
<thead>
<tr>
<th>Name of Contributor</th>
<th>Amount of Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Justine McLoughlin</td>
<td>$70,000</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
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<td></td>
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<tr>
<td>Total</td>
<td>$70,000</td>
</tr>
</tbody>
</table>

SOURCE OF FINANCING
Please provide signed financing documentation.

<table>
<thead>
<tr>
<th>Name of Lender</th>
<th>Amount</th>
<th>Type of Financing</th>
<th>Is the lender a licensee pursuant to M.G.L. Ch. 138.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cape Cod Five</td>
<td>$350,000</td>
<td>Commercial Mortgage</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>Coastal Community Capital</td>
<td>$280,000</td>
<td>SBA 504 loan</td>
<td>☐ Yes ☐ No</td>
</tr>
</tbody>
</table>

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

Two commercial loans from lending institutions and a gift from applicant’s mother.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☐ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?
12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name: Kathryn Wolstenholme

Date of Birth

SSN

Residential Address: 12 Burtonwood Avenue, Bourne MA 02532

Email: kwolstenholme23@gmail.com

Phone: (508) 566-7383

Please indicate how many hours per week you intend to be on the licensed premises: 50

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen? * ☑ Yes ☐ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship: US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? ☑ Yes ☐ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

<table>
<thead>
<tr>
<th>Date</th>
<th>Municipality</th>
<th>Charge</th>
<th>Disposition</th>
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<tbody>
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C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

<table>
<thead>
<tr>
<th>Start Date</th>
<th>End Date</th>
<th>Position</th>
<th>Employer</th>
<th>Supervisor Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/01/2019</td>
<td>present</td>
<td>General Manager</td>
<td>The Dunbar Tea Room</td>
<td></td>
</tr>
<tr>
<td>09/20/2018</td>
<td>03/01/2019</td>
<td>Event Marketing/Manager</td>
<td>The Winsor House Inn</td>
<td>Charles Weilbrenner</td>
</tr>
<tr>
<td>01/2018</td>
<td>09/2018</td>
<td>Assistant General Manager</td>
<td>The Brookside Club</td>
<td>Frank Falcone</td>
</tr>
<tr>
<td>01/2017</td>
<td>01/2018</td>
<td>Event Co-ordinator</td>
<td>Mirbeau Inn and Spa</td>
<td>Errol Joseph</td>
</tr>
</tbody>
</table>

D. PRIOR DISCIPLINARY ACTION

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

<table>
<thead>
<tr>
<th>Date of Action</th>
<th>Name of License</th>
<th>State</th>
<th>City</th>
<th>Reason for suspension, revocation or cancellation</th>
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</table>

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

Manager's Signature: Kathryn Wolstenholme

Date: 12/08/2021
13. MANAGEMENT AGREEMENT
Are you requesting approval to utilize a management company through a management agreement? If yes, please fill out section 13. Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

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

13A. MANAGEMENT ENTITY
List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Principal</td>
<td>Residential Address</td>
<td>SSN</td>
</tr>
<tr>
<td>Title and or Position</td>
<td>Percentage of Ownership</td>
<td>Director</td>
</tr>
<tr>
<td>Name of Principal</td>
<td>Residential Address</td>
<td>SSN</td>
</tr>
<tr>
<td>Title and or Position</td>
<td>Percentage of Ownership</td>
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<td>Name of Principal</td>
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<td>Percentage of Ownership</td>
<td>Director</td>
</tr>
<tr>
<td>Name of Principal</td>
<td>Residential Address</td>
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</tr>
<tr>
<td>Title and or Position</td>
<td>Percentage of Ownership</td>
<td>Director</td>
</tr>
</tbody>
</table>

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

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE
Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees? Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

<table>
<thead>
<tr>
<th>Name</th>
<th>License Type</th>
<th>License Name</th>
<th>Municipality</th>
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<tbody>
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</tbody>
</table>
13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE
Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?
Yes □ No □ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

<table>
<thead>
<tr>
<th>Name</th>
<th>License Type</th>
<th>License Name</th>
<th>Municipality</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT
Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?
Yes □ No □ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

<table>
<thead>
<tr>
<th>Licensee Name</th>
<th>License Type</th>
<th>Municipality</th>
<th>Date(s) of Agreement</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION
Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?
Yes □ No □ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

<table>
<thead>
<tr>
<th>Date of Action</th>
<th>Name of License</th>
<th>City</th>
<th>Reason for suspension, revocation or cancellation</th>
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</thead>
<tbody>
<tr>
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</table>

13F. TERMS OF AGREEMENT
a. Does the agreement provide for termination by the licensee? Yes □ No □
b. Will the licensee retain control of the business finances? Yes □ No □
c. Does the management entity handle the payroll for the business? Yes □ No □
d. Management Term Begin Date __________________________
e. Management Term End Date __________________________
f. How will the management company be compensated by the licensee? (check all that apply)
□ $ per month/year (indicate amount) ______________________
□ % of alcohol sales (indicate percentage) ________________
□ % of overall sales (indicate percentage) ________________
□ other (please explain) ________________________________

ABCC Licensee Officer/LLC Manager
Signature: __________________________ Title: __________________________ Date: __________________________

Management Agreement Entity Officer/LLC Manager
Signature: __________________________ Title: __________________________ Date: __________________________
hereby submit this application (hereinafter the “Application”), to the local licensing authority (the “LLA”) and the Alcoholic Beverages Control Commission (the “ABCC” and together with the LLA collectively the “Licensing Authorities”) for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

1. I understand that each representation in this Application is material to the Licensing Authorities’ decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

2. I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;

3. I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

4. I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

5. I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

6. I understand that all statements and representations made become conditions of the license;

7. I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

8. I understand that the licensee’s failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

9. I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

10. I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.
CORPORATE VOTE

The Board of Directors or LLC Managers of
Dunbar Restaurant and Tea Room, Inc.  
Entity Name

duly voted to apply to the Licensing Authority of Sandwick  
City/Town and the
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 12/08/2021  
Date of Meeting

For the following transactions (Check all that apply):

☐ New License ☐ Change of Location  
☐ Transfer of License ☐ Change of Class (i.e. Annual / Seasonal)  
☐ Change of Manager ☐ Change of License Type (i.e. club / restaurant)  
☐ Change of Officers/ ☐ Change of Category (i.e. All Alcohol/Wine, Malt)  
Directors/LLC Managers ☐ Issuance/Transfer of Stock/New Stockholder  
☐ Change of Corporate Structure (i.e. Corp / LLC) ☐ Other  
☐ Pledge of Collateral (i.e. License/Stock) ☐ Change of DBA  
☐ Management/Operating Agreement ☐ Change of Hours

"VOTED: To authorize  

Kathryn Wolstenholme  
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and

do all things required to have the application granted."

"VOTED: To appoint  

Kathryn Wolstenholme  
Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the

premises described in the license and authority and control of the conduct of all business

therein as the licensee itself could in any way have and exercise if it were a natural person

residing in the Commonwealth of Massachusetts."

A true copy attest,

Kathryn Wolstenholme  
Corporate Officer /LLC Manager Signature

Kathryn Wolstenholme  
(Print Name)

For Corporations ONLY

A true copy attest,

Kathryn Wolstenholme  
Corporation Clerk's Signature

Kathryn Wolstenholme  
(Print Name)
ADDENDUM A

6. PROPOSED OFFICER, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (e.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Percentage of Ownership in Entity being Licensed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Write &quot;NA&quot; if this is the entity being licensed)</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Name of Principal</th>
<th>Residential Address</th>
<th>SSN</th>
<th>DOB</th>
<th>Title and or Position</th>
<th>Percentage of Ownership</th>
<th>Director/ LLC Manager</th>
<th>US Citizen</th>
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<th>Director/ LLC Manager</th>
<th>US Citizen</th>
<th>MA Resident</th>
</tr>
</thead>
<tbody>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Principal</th>
<th>Residential Address</th>
<th>SSN</th>
<th>DOB</th>
<th>Title and or Position</th>
<th>Percentage of Ownership</th>
<th>Director/ LLC Manager</th>
<th>US Citizen</th>
<th>MA Resident</th>
</tr>
</thead>
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<td></td>
</tr>
</tbody>
</table>

Criminal History

Has any individual identified above ever been convicted of a State, Federal or Military Crime? 
If yes, attach an affidavit providing the details of any and all convictions.
The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Identification Number:

ARTICLE I

The exact name of the corporation is:

DUNBAR RESTAURANT & TEA ROOM, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

TO OPERATE A RESTAURANT AND TEA ROOM WITH A LIQUOR LICENSE AND TO ENGAGE IN ANY CORPORATE ACTIVITIES PERMITTED UNDER MASSACHUSETTS LAW

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

<table>
<thead>
<tr>
<th>Class of Stock</th>
<th>Par Value Per Share Enter 0 if no Par</th>
<th>Total Authorized by Articles of Organization or Amendments</th>
</tr>
</thead>
<tbody>
<tr>
<td>CNP</td>
<td>$0.00000</td>
<td>1,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

NOT APPLICABLE
ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: KATHRYN WOLSTENHOLME
No. and Street: 12 BURTONWOOD AVE
City or Town: Bourne State: MA Zip: 02532 Country: USA

b. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address (no PO Box)</th>
</tr>
</thead>
</table>
| PRESIDENT     | KATHRYN WOLSTENHOLME| 12 BURTONWOOD AVENUE
               |                     | BOURNE, MA 02532 USA                   |
| TREASURER     | KATHRYN WOLSTENHOLME| 12 BURTONWOOD AVENUE
               |                     | BOURNE, MA 02532 USA                   |
| SECRETARY     | KATHRYN WOLSTENHOLME| 12 BURTONWOOD AVENUE
               |                     | BOURNE, MA 02532 USA                   |
| DIRECTOR      | KATHRYN WOLSTENHOLME| 12 BURTONWOOD AVENUE
               |                     | BOURNE, MA 02532 USA                   |

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

RESTAURANT
PURCHASE AND SALE AGREEMENT

This 15 day of July, 2021.

1. Parties and Mailing Address:

James K. Hagerty, Trustee of the Hagerty Family Trust, as seller of the real estate described herein; and Dunbar Tea Corporation, as seller of certain assets of The Dunbar Tea Room, a business located at One Water Street, Sandwich, MA 02563, agrees to sell and

Kathryn Wolstenholme, of 12 Burtonwood Avenue, Monument Beach, MA 02553 or nominee (hereinafter called the BUYER or PURCHASER) agrees to BUY, upon the terms hereinafter set forth, the following described property:

2. Description

Real Estate: land with buildings thereon shown as “Dunbar House Lot B” on plan recorded at Barnstable Registry of Deeds in Plan Book 633 Page 94

Assets of The Dunbar Tea Corporation:
   a. The alcoholic beverages license presently held by seller
   b. All personal property, furniture, fixtures, equipment, signs and trade fixtures located on the premises and used in connection with the conduct of business, excluding cash, bank accounts, motor vehicles, accounts receivable
   c. The name “Dunbar Tea Room” or any variation thereof to the extent of Seller’s interest therein and associated goodwill
   d. Mobile Office

3. Purchase Price and Allocation of Purchase Price

The agreed purchase price for said real estate and business assets described above, inclusive of Inventory, to be purchased hereunder is Seven Hundred Thousand Dollars, of which

$ 18,500.00 deposit paid with the Offer
$ 31,500.00 have been paid as a deposit this day
$ 650,000.00 are to be paid at the time of delivery of the deed by certified, cashier’s, treasurer’s, bank, or attorney’s client trust fund or IOLTA check(s), all of which shall be drawn on a Massachusetts bank.

$ 700,000.00 TOTAL
Buyer and Seller agree to allocate the purchase price as follows:

to real estate

to business assets to be conveyed hereunder

(Note, allocation to be determined after consultation with parties' tax consultants
due to considerations that seller is two separate entities; that real estate and equipment
are depreciated at greatly different rates; and buyer's financing bank may have certain
requirements)

Intentionally Deleted.

4. **Time for Performance; Delivery of Deed and Bill of Sale**

Such deed is to be delivered at 2:00 pm on or or before September 13th, 2021, at
the Barnstable County Registry of Deeds unless otherwise agreed upon in writing.
However, the closing date shall be extended from week to week to allow for final
approval of liquor license by the ABBC. It is agreed that time is of the essence of this
agreement.

**REAL ESTATE PROVISIONS**

5. **Buildings, Structures, Improvements, Fixtures**

Included in the sale as a part of said premises are the buildings, structures, and
improvements now thereon, and the fixtures belonging to the SELLER and used in
connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic
garage door openers, venetian blinds, window shades, screens, screen doors, storm
windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves,
ranges, oil and gas burners and fixtures appurtenant thereto if any, hot water heaters,
plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures,
mantels, outside television antennas, fences, gates, trees, shrubs and plants, all
appliances including range, microwave, dishwasher, refrigerator, and washer and dryer in
the same condition as on the date of buyer's inspection, reasonable wear and tear
excepted.

6. **Title Deed**

Said premises are to be conveyed by a good and sufficient quitclaim deed running
to the BUYER, or to the nominee designated by the BUYER by written notice to SELLER
at least seven days before the deed is to be delivered as herein provided, and said deed
shall convey a good and clear record and marketable title thereto, free from
encumbrances, except
(a) Provisions of existing building, health, environment and zoning laws;
(b) Existing rights and obligations in party walls which are not the subject of written agreement;
(c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
(d) Any liens for municipal betterments assessed after the date of the closing;
(e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises.
(f) Access and utility easements necessary to create separate commercial and residential lots from property described in deed at Book 12947 Page 226, to be at sellers cost and waterline to be properly installed.
(g) Notification to Bankruptcy Court of this Agreement

7. Plans

Performance of this agreement is contingent upon Seller recording a plan necessary to create the real property to be conveyed hereunder.

8. Possession and Condition of Premises

Full possession of said Premises free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building, health, environment and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

9. Extension to Perfect Title or Make Premises Conform

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the time for performance hereof shall be extended for a period of thirty days, but Seller shall not be obligated to expend more than $2,500.00 exclusive of sellers voluntary liens and mortgages and other agreed items herein.

10. Failure to Perfect Title or Make Premises Conform

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the
insurance proceeds, if any, to be used for such purposes; then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

11. **Buyer’s Election to Accept Title**

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

(a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or

(b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

12. **Acceptance of Deed**

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

13. **Use of Money to Clear Title**

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or thereafter in accordance with local conveyancing practice.

14. **Insurance**

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Amount of Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Fire and Extended Coverage</td>
<td>As presently insured</td>
</tr>
</tbody>
</table>
Risk of loss to remain with the seller until the recording of the deed.

15. **Adjustments**

Water use charges, taxes for the then current fiscal year, personal property taxes, and liquor license fee paid by Seller for the liquor license transferred to Buyer shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

16. **Adjustment of Unassessed and Abated Taxes**

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

**BUSINESS ASSETS PROVISIONS**

17. **Bill of Sale**

The tangible business assets are to be conveyed by a good and sufficient warranty bill of sale running to the BUYER, or to the nominee designated by the BUYER by written notice to SELLER at least seven days before the bill of sale is to be delivered as herein provided. All equipment shall be in the same condition as seen at time of Buyer's inspection, reasonable wear and tear excepted.

18. **Certificates and Votes**

Seller shall promptly apply for and obtain a Certificate of Good Standing from the Secretary of State of the Commonwealth, and a Corporate Tax Waiver from the Mass Department of Revenue for the sale of the assets and shall deliver same to Buyer upon receipt thereof. Seller shall provide Buyer with all appropriate votes and resolutions necessary to consummate the within transaction.
19. **Sellers Indemnity**

All debts, claims against and obligations of the Seller, whether liquidated or unliquidated, existing at the time of the closing, including accounts of food or liquor vendors, shall be paid on or before closing. Seller shall indemnify and hold Buyer harmless from any and all claims, obligations, and causes of action resulting from or related to Seller's ownership or operation of the business. In the event Buyer is notified or becomes aware of any such claim, obligation, or cause of action, Buyer shall notify Seller, which shall, at Seller's option, shall defend, settle, or pay same. This paragraph shall survive the closing.

20. **Continued Operation**

Seller agrees to continue operating the business in the usual course and shall not allow the inventory to decrease to less than ninety percent of current.

21. **Transition Period**:

For the first week after closing, Seller agrees to consult with Buyer for up to twenty hours in order to assist in the smooth transition of ownership of the business, to include familiarization with Seller's business practices and introduction to and coordination with vendors.

22. **Employees**:

Buyer shall have no obligation to continue employment of any of Seller's employees but may, upon performance of this agreement and at Buyer's discretion, offer employment to any one or more of said employees.

**C. GENERAL PROVISIONS**

23. **Buyer's Contingencies**

a. **Liquor License**: This Agreement is contingent upon the BUYER, at the BUYER'S expense, transferring the alcoholic beverage license presently held by Seller to Buyer. Seller agrees to provide any requested assistance and sign all reasonable documents in order to effect the transfer of the sale of the alcoholic beverage license to the BUYER, at the expense of the BUYER. SELLER, its servants, agents and employees, shall use reasonable efforts and in good faith assist the BUYER with the transfer of licenses and permits referred to herein at the request of the BUYER, so long as the SELLER does not have to incur expenses relating to the same. BUYER'S obligations to pay expenses relative to transferring the alcoholic beverage license shall not include paying for any amounts owed by SELLER related to the Liquor License or Taxes thereto.
The BUYER shall diligently and in good faith do all acts necessary to transfer all permits referred to herein with the cooperation and assistance of the SELLER Dunbar Tea Corporation DBA The Dunbar House Gift Shop & Tea Room. In the event that the transaction contemplated by this agreement does not occur as provided for herein, BUYER shall take all steps necessary to retransfer said license back to SELLER. Further, BUYER and its nominee hereby appoints SELLER as its attorney in fact, to do all acts necessary to return the licenses and permits.

b. Appraisal: Buyer’s performance hereunder is contingent upon Buyer’s financing bank appraising the assets to be conveyed hereunder for not less than the purchase price on or before September 15, 2021. Buyer shall notify Seller of the failure to obtain such appraisal on or before said date, failing which this contingency shall be deemed waived.

c. Financing: In order to help finance the acquisition of said premises, the BUYER shall apply for financing not to exceed eighty percent (90%) of the purchase price prevailing rates, terms and conditions. If despite the BUYER’s diligent efforts, a commitment for such loan cannot be obtained on or before September 1st, 2021, the BUYER may terminate this agreement by written notice to the SELLER prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. Failure to so notify Seller shall be deemed a waiver of this contingency. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before three business days from the signing of this agreement.

d. Environmental: Buyer’s performance hereunder is contingent upon an environmental report at Buyer’s expense, if required by Buyer’s financing bank, satisfactory to Buyer’s financing bank.

24 Due Diligence Period

Intentionally Deleted
25. **Confidentiality.**

Prior to delivery of the deed contemplated hereunder, any and all information, reports and documents delivered by Seller or its agents to Buyer (collectively the "Information") shall be deemed proprietary and confidential and shall be kept confidential by Buyer. The Information shall not be disseminated or disclosed by or on behalf of Buyer to third parties except as required by law or by a court of competent jurisdiction; provided, however, that the Information may be disclosed to Buyer's employees, agents, investors, attorneys, representatives, consultants, contractors and lenders to the extent necessary or desirable in connection with Buyer's investigation and acquisition of the Premises, but only on the basis that the Information shall be kept confidential by such persons. The Information is being provided to Buyer as an accommodation only and is not intended as a substitute or supplement for or to Buyer's investigation of the Premises, and Seller disclaims any representations and warranties with respect thereto. However, and notwithstanding anything in the prior sentence to the contrary, Seller represents and warrants that it has no actual knowledge that any of the Information is incomplete, misleading, inaccurate, incorrect or false. In the event of any termination of this Agreement, or if for any reason the transfer contemplated by this Agreement shall not be consummated on the Closing Date, as the same may be extended pursuant to this Agreement, Buyer shall, upon request by Seller, promptly return all of the Information to Seller including Information provided to third parties by Buyer pursuant to this provision. The provisions of this paragraph shall survive any termination of this Agreement for a period of sixty (60) days following the date of such termination. For purposes hereof, Information shall not be deemed to include information presently in the public domain or which is disclosed to Buyer by a source other than Seller or could readily be obtained from a source other than Seller, and Buyer shall not be responsible under this paragraph for disclosure of Information by parties other than Buyer or any of its agents, investors, representative, servants, employees, consultants, contractors, lenders or others for whom Buyer is legally responsible, provided that such disclosure shall not have been made with Buyer's approval or made by an entity to whom or which Buyer shall have provided such Information without requesting that the confidentiality thereof be maintained.

26. **Warranties and Representations.**

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction, nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker: NONE. Buyer has had the opportunity to have the property inspected by an inspector of Buyer's choice, is satisfied with the results of said inspection, relies solely on said results in entering into this transaction, and accepts the property in its present "as is" condition.
27. Buyer-Seller Broker Representation. The Buyer and Seller represent and warrant to each other that neither party has contacted any real estate broker, other than those BROKERS named in this Purchase and Sale Agreement, ("Justine McLoughlin, and John Cituzzi"), in connection with this transaction and were not directed to each other as a result of any services or facilities of any real estate broker other than BROKERS. Buyer agrees to indemnify Seller against and hold Seller harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted against Seller as a result of Buyer contacting any broker, other than BROKERS, in connection with this transaction. Likewise, Seller agrees to indemnify Buyer against and to hold Buyer harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted against Buyer as a result of Seller contacting any broker, other than BROKERS, in connection with this transaction. The provisions of this paragraph shall survive delivery of the deed.

28. Seller shall not be liable or bound in any way for any verbal or written statements, representations, or information pertaining to the premises furnished by any real estate broker or agent or any agent or employee of Seller, or any other person. It is understood and agreed that all prior and contemporaneous representations, statements, understandings and agreements, oral or written, between the parties are merged in this Agreement, which alone fully and completely expresses their agreement; and that the same is entered into after full investigation, neither party relying on any statement or representation not embodied in this Agreement made by the other.

29. The acceptance and recording of the deed by Buyer on the Closing Date shall be deemed full performance and discharge or each and every agreement and obligation on the part of the Seller hereunder to be performed. Any and all representations and warranties of Seller contained in this Agreement shall not survive the Closing Date.

30. All offers, agreements, and any other understanding made prior to this Agreement, including without limitation, the memorandum executed by the Parties hereto, entitled "Offer to Purchase Real Estate" ("Offer"), are hereby superseded, rendered null and void and shall have no further force and effect, it being the intent of the Parties that all obligations of the Parties are contained only in this Agreement and this Agreement represents the complete and full agreement of the parties hereto.

31. Buyer warrants, represents and acknowledges to Seller and agrees that Seller is relying upon the following: By execution of this Agreement, Buyer acknowledges that Buyer has been provided ample opportunity to conduct any and all inspections of the premises (either independently or through agents of the Buyer's choice), including all improvements thereon, and any and all component parts thereof, desired by Buyer (and that the Seller has no responsibility for any failure by the Buyer to fully exercise such inspection rights), including, without limitation, mechanical, structural, groundwater tables, utility systems, all appliances and personal property being conveyed with the premises as provided in this Agreement, pest, termite, lead paint, asbestos, radon, mold, and any hazardous chemicals, materials or substances, dimensions and area of the premises, and that Buyer is fully satisfied with the results of same, and accepts the premises "AS IS".
reasonable use and wear thereof excepted, and is not relying upon any representations of the Seller or Seller’s agents in connection with same and in connection with Buyer’s decision to purchase the premises (other than those specifically set forth in this Agreement if any).

32. Buyer acknowledges that Buyer’s obligations hereunder are not conditioned or contingent upon the sale or refinance by Buyer of any other property (real, personal or otherwise) and any such condition contained in Buyer’s mortgage loan commitment shall not be cause for Buyer to terminate this Agreement.

33. Any title or practice matter arising under or relating to this Agreement which is the subject of a title or practice standard of the Real Estate Bar Association (“REBA”) shall be governed by said title or practice standard to the extent applicable and to the extent such title or practice standard does not contradict any expressed term or condition of this Agreement.

34. All of Seller’s representations under this Agreement are to the Seller’s actual knowledge, and without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the Seller to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents, to be executed in conjunction with the Closing; furthermore, it is acknowledged and agreed by the Parties that any such representations shall not constitute a representation or warranty against the existence of such conditions about which Seller has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. The provisions of this paragraph shall survive the Closing and the delivery of the Deed hereunder.

35. The parties acknowledge and agree that this Agreement may be signed in counterparts, and for purposes of this Agreement, facsimile or electronically scanned signatures shall be construed as original, provided however that no party shall avoid any obligation hereunder by failing to provide such original signature.

36. If this Agreement or any other provision by way of reference incorporated herein shall contain any term or provision which shall be invalid, then the remainder of the Agreement or other instrument by way of reference incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.

37. By executing this Agreement, the Buyer and Seller hereby grant to their attorneys the actual authority to bind them for the sole limited purpose of allowing them to cancel, grant extensions, modify, give notice or amend this Agreement in writing, and the Buyer and Seller shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them. Further, for purposes of this Agreement, email transmissions and/or facsimile signatures on such written instruments shall be binding, provided however that no party shall avoid any obligation hereunder by failing to provide such original signature.
38. Both Buyer and Seller hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement.

39. All notices required to be given hereunder shall be in writing and deemed duly given when: hand delivered, or sent via recognized express/overnight carrier, or placed in the US Mail postage prepaid or by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid with proof of receipt, or sent via facsimile with proof of delivery and transmission, or sent via e-mail with proof of delivery and transmission, addressed as follows:

40. This Agreement shall not be construed against the party preparing it, but shall be construed as if the Parties jointly prepared this Agreement, and any uncertainty and ambiguity shall not be interpreted against any one party. This Agreement is to be interpreted, enforced and governed by and under the laws of the Commonwealth of Massachusetts.

41. If Buyer should record or assign this agreement, then at Seller's sole option, Seller may declare this agreement null and void, the obligations of the parties shall cease, and all costs and expenses of seller related to or defending same shall be the responsibility of Buyer.

42. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

43. Additional Information
   The buyer will pay the seller $4,500 NNN per month until the closing of the property or a release of this contract.
   The total deposit amount of $50,000 will be held in escrow by the sellers Attorney, Peter M. Daigle. Up to $40,000 of this deposit may be used for the purposes of directly paying for the contracting expenses related to the separation of the utilities at the Property. Attorney Daigle will handle any releases for these purposes.
   The time for performance shall be on or before September 13, 2021.
   Should the BUYER and SELLER be working in good faith to close by the above elected date but are unable to do so as a result of delays caused by regulatory or governmental entities with regard to license transfers, the BUYER and SELLER will have an additional 60 days in which to perform the obligations under the Agreement.
NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Seller:

[Signature]
James K. Hagerty, Trustee
Hagerty Family Trust

By: James K. Hagerty
Its President and Treasurer

Buyer:

[Signature]
Kathryn Wolstenholme

Premier Commercial

By: ________________________

Keller Williams

by: ________________________
U.S. Small Business Administration

AUTHORIZATION FOR DEBENTURE GUARANTEE
(SBA 504 LOAN)

<table>
<thead>
<tr>
<th>SBA Loan #</th>
<th>41289270-07</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBA Loan Name</td>
<td>Dunbar House Restaurant &amp; Tea Room</td>
</tr>
<tr>
<td>Approval Date</td>
<td>December 3, 2019</td>
</tr>
</tbody>
</table>

CDC:
Cape & Islands Community Development, Inc.
5 Patti Page Way
Centerville, MA 02632

U. S. Small Business Administration (SBA):
Massachusetts District Office
O'Neill Federal Building
10 Causeway Street - Room 265
Boston, MA 02222-1093

SBA will guarantee, under the following terms and conditions, a 25 year Debenture ("Debenture") in the amount of $288,000.00 to be issued by CDC and used to fund a 504 Loan ("the Loan") to assist:

Borrower: (EPC)
1. 1 Water Street, LLC
   1 Water Street
   Sandwich, MA 02563

Operating Company:
1. New Dunbar, Inc. dba
   Dunbar House Restaurant & Tea Room (Co-Borrower)
   1 Water Street
   Sandwich, MA 02563

A. PROJECT TO BE FINANCED

1. Project Property ("Project Property")

   Debenture Proceeds will be used as part of the financing for:
   
a. the purchase of real estate, located at 1 Water Street, Sandwich, MA, 02563.
2. **Project Costs ("Project Costs") include:**
   a. Purchase Land ................................................................. $0.00
   b. Purchase Land & Building .............................................. $699,999.00
   c. Construction/Remodeling ............................................... $0.00
   d. Purchase/Install Equipment ........................................... $0.00
   e. Purchase/Install Fixtures ............................................. $0.00
   f. Refinanced Debt—Loan from:
      Total Refinanced Debt.................................................. $0.00
   g. Professional Fees .......................................................... $0.00
   h. Other Expenses ........................................................... $1.00
      (construction contingencies, interim interest)
   i. TOTAL Project Cost ...................................................... $700,000.00

B. **PROJECT FINANCING**

1. **Debenture Proceeds:** Debenture Proceeds will be used to pay Administrative Costs and the final 40.00% of the total Project Cost. Prior to the Debenture sale, the CDC conducts a 504 Loan Closing ("504 Loan Closing"), and forwards copies of the closing documents to SBA. After review and approval, CDC forwards the closing documents for Debenture Sale. At or prior to the 504 Loan Closing, Borrower, Operating Company and CDC must sign a Servicing Agent Agreement certifying as to the actual use of the Debenture Proceeds and authorizing a Central Servicing Agent ("CSA") to handle all disbursements and payments under the Debenture.
   a. SBA/CDC Share: 40.00% of total Project Cost
      ("Net Debenture Proceeds") ........................................... $280,000.00
   b. Administrative Costs ("Administrative Costs")
      (1) SBA Guarantee Fee (a. x 0.005) ................................... $1,400.00
      (2) Funding Fee (a. x 0.0025) ........................................ $ 700.00
      (3) CDC Processing Fee .................................................. $4,200.00
         (i) CDC Processing Fee (a. x 0.015) .......................... $4,200.00
      (4) Closing Costs ......................................................... $0.00
         (i) CDC Closing Fee (not to exceed $2,500) .................. $0.00
         (ii) Other Out of Pocket Closing Costs
               (excluding legal fees) .......................................... $0.00
               $0.00
      (5) Subtotal (b.1 through b.4) ...................................... $6,300.00
      (6) Underwriters Fee* ................................................... $1,152.00
      (7) Total (b.5 plus b.6) ................................................ $7,452.00
   c. Total Debenture Amount ("Gross Debenture Proceeds")
      (a. Plus b.7, rounded up to next thousand) ........................ $288,000.00
   d. Balance to Borrower (c. minus (a. plus b.7)) ....................... $ 548.00

SBA Loan Number: 41289270-07
SBA Loan Name: Dunbar House Restaurant & Tea Room

(504 Wizard 2018)
* Underwriters fee calculated as follows: For 20 and 25 year Debentures, the sum of a. and b.5 divided by 0.99600; round this number up to the next highest thousand; multiply this number by 0.00400.

For 10 year Debentures, the sum of a. and b.5 divided by 0.99625; round this number up to the next highest thousand; multiply this number by 0.00375.

c. Disbursement: CDC must issue a Debenture. The Debenture proceeds must be disbursed no later than 48 months from the approval date of this Authorization, unless extended by proper SBA procedures. If no debenture is disbursed within 48 months, this loan authorization will be cancelled by SBA. Extensions beyond the 48 month period will not be available.

2. Interim Financing (paid off by the Debenture):

a. Interim Lender: An interim loan in the total principal amount of $280,000.00 will be provided by the following lender(s) ("Interim Lender"): (1) The Cape Cod Five Cents Savings Bank in the principal amount of $280,000.00.

b. Application of Net Debenture Proceeds to Interim Loan: Upon sale of the Debenture, the Net Debenture Proceeds (the portion of Debenture Proceeds that finance Project Cost) will be applied to pay off the balance of the interim loan. If the Interim Lender is also the Third Party Lender, this payment will reduce the total balance owed to Third Party Lender to the amount specified in Paragraph B.3.a. below.

c. Required Certifications Before 504 Loan Closing: Following completion of the Project, but no earlier than the 5th day of the month prior to the month in which the CDC submits this loan to SBA for debenture funding, CDC must cause Interim Lender to certify the amount of the interim loan disbursed, that the interim loan has been disbursed in reasonable compliance with this Authorization, and that it has no knowledge of any unremedied substantial adverse change in the condition of the Borrower and Operating Company since the date of the loan application to the Interim Lender.

3. Permanent Third Party Lender Loan:

a. The Cape Cod Five Cents Savings Bank ("Third Party Lender") will provide permanent project financing in the amount of $350,000.00 ("Third Party Lender Loan"). This amount is 50.00% of the total project cost.

b. The Third Party Lender's note and loan documents must not:

(1) allow future advances except advances made for the reasonable costs of collection, maintenance, and protection of the Third Party Lender's lien;

(2) be cross-collateralized with other financing provided by Third Party Lender;

(3) have an early call feature;

(4) be payable on demand unless the Third Party Lender's note is in default;

(5) have a term less than, or require a balloon payment prior to, ten years;

(6) have any cross-default, "deem-at-risk," or any other provisions which allow Third Party Lender to make demand prior to maturity unless the Loan is in default.

c. At or prior to 504 Loan Closing, Third Party Lender must execute a Third Party Lender Agreement that:

(1) Confirms that the Third Party Lender Loan has been fully advanced;
(2) Confirms that the Third Party Lender note and loan documents comply with paragraph b. above, or waives its right to enforce any provisions in the note and loan documents that do not comply with these SBA requirements;

(3) Subordinates any prepayment penalties, late fees, and increased default interest to the CDC/SBA lien. Any advances made for the reasonable costs of collection, maintenance, and protection of the Third Party Lender's lien need not be subordinated;

(4) Waives as to the CDC/SBA lien any provisions in its lien instruments prohibiting further encumbrances;

(5) Third Party Lender will provide written notice to CDC and SBA of default within 30 days of any delinquency upon which Third Party Lender intends to take action, and 60 days notice prior to foreclosure; and

(6) Confirms no Third Party Lender shall establish a preference beyond its rights as a senior lender on the Third Party Loan without the prior written consent of CDC/SBA; and

(7) Confirms that the Third Party Lender Loan has a reasonable interest rate which does not and will not exceed the maximum interest rate for Third Party Loans from commercial financial institutions as published periodically by SBA in the Federal Register and in effect as of the date of this Agreement.

d. **Third Party Lender Fee.** SBA must collect a one-time Third Party Lender Participation fee equal to 50 basis points on the Third Party Lender's participation in a project when the Third Party Lender is in a senior credit position to SBA on the project. SBA may accept payment of this fee from the Third Party Lender, the 504 borrower, or the CDC. This payment may be made to SBA by (1) the Third Party Lender sending to the CDC a certified check or guaranteed funds check made payable to the CSA, and CDC forwarding it to the CSA with the 504 Loan Closing documentation, or (2) the CDC may collect the fee and the CSA will deduct the amount of the fee from the amount sent to the CDC after Debenture sale.

4. **Borrower's Contribution ("Borrower’s Contribution"):**

   a. At or prior to 504 Loan Closing, Borrower must contribute $70,000.00 to the Project. This amount is 10.00% of the total project cost.

   (1) Contribution may be in cash, land or other property acceptable to SBA;

   (2) Contribution may come from Borrower's own resources, CDC, or another source;

   (3) If any of the contribution is borrowed and secured by any of the Project Property, the resulting obligation must be expressly subordinate to the liens securing the Promissory Note ("Note") in favor of CDC and may not be repaid at a faster rate than the Note unless prior written approval is obtained from SBA. A copy of any debt instrument evidencing the obligation must be supplied to CDC at or prior to 504 Loan Closing.

   b. **Costs in Excess of Project Cost:** Borrower must pay any costs in excess of the total Project Cost referred to in Paragraph A.2 which Borrower incurs in completing the Project.

   c. **Closing Costs:** At or prior to 504 Loan Closing, Borrower must pay all closing costs, including but not limited to title insurance premiums, recording costs, and premiums for insurance required by this Authorization.
5. **Borrower’s Fees (“Borrower’s Fees”)**—Borrower must pay:
   a. An ongoing guarantee fee equal to 0.3205 of one percent per annum of the principal balance of the Note calculated at five-year intervals beginning with the first payment. This guarantee fee will be made until the loan is terminated. It will be included with the payment on the Note made each month to the CSA.
   b. A servicing fee, as stated on the Servicing Agent Agreement at the time of 504 Loan Closing, calculated on the outstanding principal balance at five-year intervals. The fee will be included in the monthly loan installment paid to the CSA.
   c. A late fee of 5 percent of the late payment or $100.00, whichever is greater, for payments received by the CSA after the 15th day of the month.

6. **CDC Fee**
   a. **Ongoing Guarantee Fee**—CDC must pay an ongoing guarantee fee equal to one-eighth of one percent per annum of the principal balance of the Note calculated on the balance outstanding at five-year intervals. It will be deducted from the servicing fee collected monthly by the CSA for the CDC. The CDC will retain a minimum servicing fee as required by SBA regulations and policies.

C. **THE NOTE**

At or prior to 504 Loan Closing, the Borrower and Operating Company must execute a Note in favor of CDC. The CDC must assign the Note to SBA. Borrower must make payments by Automated Clearinghouse (ACH) or wire transfer.

The Note and Debenture will include the following terms:

1. **Amount:** $288,000.00
2. **Term:** 25 years
3. **Repayment Terms:** At the date the Debenture is sold, the interest rate will be set and the amount of the monthly principal and interest installment for the term of the Note and the semi-annual principal and interest installment for the term of the Debenture will be established.
4. **Prepayment:** If Borrower prepays during the first ten (10) years of the stated term, there will be a prepayment premium, calculated by applying a declining percentage of the Debenture interest rate to the outstanding principal balance of the Note. A schedule of the dollar amount of the premium will be provided after the sale of the Debenture.

The Borrower may prepay the Note or Lease in full. Partial prepayment is not allowed.

Borrower must pay the sum of:
   a. all principal and interest payments, servicing-agent fees, and SBA guarantee fees up to and including the date of the next semi-annual debenture payment date;
   b. all CDC servicing fees that accrue before Borrower prepays;
   c. all late fees incurred before Borrower prepays;
   d. all expenses incurred by CDC for which Borrower is responsible;
   e. the balance owing on the Note as of the next semi-annual debenture payment date; and
   f. any prepayment premium required under the Note and Debenture.

To prepay, Borrower must give prior written notice to the CDC according to the terms of the Note.

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D. COLLATERAL CONDITIONS

The Note must be secured by the following collateral. All collateral must be assigned to SBA. CDC must obtain a lien on 100% of the interests in the following collateral and properly perfect all lien positions:

1. Second Mortgage (including due on sale clause, water rights, if any and assignment of rents) on land and improvements located at 1 Water Street, Sandwich, MA 02563. This property is commercial.

   a. Subject only to prior lien(s) as follows:

      (1) First: The Cape Cod Five Cents Savings Bank in the amount of $350,000.00

   b. Prior open ended lien(s) closed in writing according to applicable state law. Revolving line(s) of credit limited in writing to the amount stated.

   c. Statutory Condition and the Statutory Power of Sale language required.

   d. Evidence of title and priority of lien must be based upon:

      (1) ALTA Loan Policy, insuring CDC and assigns, in the amount of $288,000.00, policy to be without standard exceptions ('extended ALTA').

   e. CDC must obtain in recordable form written subordination agreements from any tenants occupying any of the Project real property required as collateral. Appropriate subordination language may be included in the Lease as an alternative.

   f. At the time of Closing, either:

      (1) there must be no contractor's, mechanic's or materialman's lien on the Property, including a lien which might possibly be filed after Closing, which would impair the stated priority of the CDC/SBA lien, and there must be no other circumstances adversely affecting the value of the property; or,

      (2) no exception for these in the title insurance commitment/policy, or

      (3) The title insurance company must provide affirmative coverage to CDC and SBA over any such exceptions, affording reasonably adequate protection against material loss arising from such exceptions. In addition, the title insurance company must provide such endorsements as CDC or SBA deems necessary to protect CDC and SBA reasonably against material loss arising from any other exceptions. In states where a survey is customarily provided for title insurance coverage, Borrower must also provide a survey certified to SBA/CDC, or a prior survey acceptable to SBA/CDC and the title insurer and a satisfactory survey affidavit of no change.

2. Second Perfected Security Interest in the following personal property (including any proceeds and products), acquired with loan or project proceeds, including all replacements and substitutions, wherever located:

   Equipment; Fixtures;

   a. Subject only to the prior lien of The Cape Cod Five Cents Savings Bank in the amount of $350,000.00 on the following collateral:

      Equipment; Fixtures;

   b. CDC must obtain a written agreement from all Lessors (including sublessors) agreeing to:

      (1) Subordinate to CDC Lessor's interest, if any, in this property; (2) Provide CDC written notice of default and reasonable opportunity to cure the default; and (3) Allow CDC the right to take possession and dispose of or remove the collateral.
c. CDC must obtain a list of all equipment and fixtures that are collateral for the Loan. For items with a unit value of $5,000.00 or more, the list must include a description and serial number, if applicable.

d. CDC must obtain an appropriate Uniform Commercial Code lien search evidencing all required lien positions. If UCC search is not available, another type of lien search may be substituted.

e. At the time of Closing, there must be no circumstances adversely affecting the value of the property. There must be no lien on the Property, including a lien which might possibly be filed after Closing, which impairs the stated priority of the CDC/SBA lien.

3. Assignment of Rents from Eligible Passive Company. CDC must obtain a perfected assignment of all rents paid under the lease on the project property between the Eligible Passive Company and the Operating Company. The term of lease, with options to renew exercisable solely by the Operating Company, must be for at least the term of the Loan. The lease must be subordinate to CDC’s Security Interest, Deed of Trust or Mortgage. Lease payments must be no more than is necessary to amortize debt plus pay expenses related to holding the property.

4. Guarantee on SBA Form 148, by Kathryn R. Wolstenholme, resident in Massachusetts.

5. Guarantee on SBA Form 148, by Justine McLoughlin, resident in Massachusetts.

Assignment to SBA. CDC must execute a satisfactory written assignment to SBA of its interest in the Note, lease and all collateral documents executed by the Borrower and guarantors.

The following language must appear in all lien instruments including Mortgages, Deeds of Trust, and Security Agreements:

"The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument."
E. ADDITIONAL CONDITIONS

1. Insurance Requirements

Prior to 504 Loan Closing, CDC must require Borrower to obtain the following insurance coverage and maintain this coverage for the life of Loan:

a. Flood Insurance. Based on the Standard Flood Hazard Determination (FEMA Form 81-93):

   (1) If any portion of a building that is collateral for the Loan is located in a special flood hazard area, CDC must require Borrower to obtain flood insurance for the building under the NFIP.

   (2) If any equipment, fixtures, or inventory that is collateral for the Loan ("Personal Property Collateral") is in a building any portion of which is located in a special flood hazard area and that building is collateral for the Loan, CDC must require Borrower to also obtain flood insurance for the Personal Property Collateral under the NFIP.

   (3) If any equipment, fixtures, or inventory that is collateral for the Loan ("Personal Property Collateral") is in a building any portion of which is located in a special flood hazard area and that building is not collateral for the Loan, CDC must require Borrower to obtain available flood insurance for the Personal Property Collateral. CDC may request a waiver of this requirement from the Sacramento Loan Processing Center. The CDC must submit with its request a written justification that fully explains why flood insurance is not economically feasible or, if flood insurance is not available, the steps taken to determine that it is not available.

   Insurance coverage must be in amounts equal to the lesser of the insurable value of the property or the maximum limit of coverage available. Insurance coverage must contain a MORTGAGEE CLAUSE/LENDER'S LOSS PAYABLE CLAUSE (or substantial equivalent) in favor of CDC. This clause must provide that any action or failure to act by the debtor or owner of the insured property will not invalidate the interest of CDC and SBA. (Borrower will be ineligible for any future SBA disaster assistance or business loan assistance if Borrower does not maintain any required flood insurance for the entire term of the Loan.)

b. Real Estate Hazard Insurance coverage on all business real estate that is collateral for the Loan in the amount of the full replacement cost. If full replacement cost insurance is not available, coverage must be for maximum insurable value. Insurance coverage must contain a MORTGAGEE CLAUSE (or substantial equivalent) in favor of CDC and SBA. This clause must provide that any action or failure to act by the mortgagor or owner of the insured property will not invalidate the interest of CDC and SBA. The policy or endorsements must provide for at least 10 days prior written notice to CDC of policy cancellation.

c. Personal Property Hazard Insurance coverage on all equipment, fixtures or inventory that is collateral for the Loan, in the amount of full replacement costs. If full replacement cost insurance is not available, coverage must be for maximum insurable value. Insurance coverage must contain a LENDER'S LOSS PAYABLE CLAUSE in favor of CDC and SBA. This clause must provide that any action or failure to act by the debtor or owner of the insured property will not invalidate the interest of CDC and SBA. The policy or endorsements must provide for at least 10 days prior written notice to CDC of policy cancellation.

d. Life Insurance, satisfactory to CDC:
(1) on the life of Kathryn R. Wolstenholme in the amount of $113,000.00.
CDC must obtain a collateral assignment of each policy with CDC and SBA as assignees.
CDC must also obtain acknowledgment of the assignment by the Home Office of the
Insurer. CDC must assure that Borrower pays the premium on the policy.

2. Environmental Requirements

a. CDC must not close the Loan until it has:
(1) completed the review for potential environmental contamination required in SOP 50-
10(5) ("Environmental Investigation") on each business real property site taken as
collateral; and
(2) sufficiently minimized the risk from any adverse environmental findings discovered in
the Environmental Investigation, or otherwise, as required by SOP 50-10(5), Subpart
C, Chapter 3 (Environmental Policies and Procedures) and applicable appendices.

b. Immediately after CDC review, the CDC must submit the results of the Environmental
Investigation to SBA's Sacramento Loan Processing Center for SBA approval prior to 504
Loan Closing. If CDC or SBA determines from the Environmental Investigation that there
is potential environmental contamination, CDC may not forward the Debenture until SBA
is satisfied that the risk has been sufficiently minimized. Adverse environmental findings
may lead to cancellation of this Authorization.

c. CDC should consult with the local SBA office where the real property collateral is located
to ascertain any state or local environmental requirements.

3. Borrower, Guarantor and Operating Company Documents

a. Prior to 504 Loan Closing, CDC must obtain from Borrower, Guarantor and Operating
Company a current copy of each of the following as appropriate:
(1) Corporate Documents—Articles or Certificate of Incorporation (with amendments),
any By-laws, Certificate of Good Standing (or equivalent), Corporate Borrowing
Resolution, and, if a foreign corporation, current authority to do business within this
state.
(2) Limited Liability Company (LLC) Documents—Articles of Organization (with
amendments), Fact Statement or Certificate of Existence, Operating Agreement,
Borrowing Resolution, and evidence of registration with the appropriate authority.
(3) General Partnership Documents—Partnership Agreement, Certificate as to Partners,
and Certificate of Partnership or Good Standing (or equivalent), as applicable.
(4) Limited Partnership Documents—Partnership Agreement, Certificate as to Partners,
and Certificate of Partnership or Good Standing (or equivalent), as applicable,
Certificate of Limited Partnership, and evidence of registration with the appropriate
authority.
(5) **Limited Liability Partnership (LLP) Documents—Partnership Agreement,**
Certificate as to Partners, Certificate of Partnership or Good Standing (or equivalent)
as applicable, and evidence of registration with the appropriate authority.

(6) **Trustee Certification**—A Certificate from the trustee warranting that:
(a) The trust will not be revoked or substantially amended for the term of the Loan
    without the consent of SBA;
(b) The trustee has authority to act;
(c) The trust has the authority to borrow funds, guarantee loans, and pledge trust
    assets;
(d) If the trust is an Eligible Passive Company, the trustee has authority to lease the
    property to the Operating Company;
(e) There is nothing in the trust agreement that would prevent CDC from realizing
    on any security interest in trust assets;
(f) The trust agreement has specific language confirming the above; and
(g) The trustee has provided and will continue to provide SBA with a true and
    complete list of all trustees and donors.

(7) **Trade Name**—Documentation that Borrower has complied with state requirements
for registration of Borrower’s or Operating Company’s trade name (or fictitious
name), if one is used.

b. **Prior to 504 Loan Closing, CDC must obtain from Borrower and Operating Company:**
(1) **Ownership**—Evidence that ownership and management have not changed without
    CDC’s approval since the application was submitted.
(2) **Purchase-Sale Agreement**—Executed Purchase-Sale Agreement.

4. **Operating Information**

Prior to 504 Loan Closing, CDC must obtain:

a. **Verification of Financial Information**—CDC must submit IRS Form 4506-T (SBA
version) to the Internal Revenue Service to obtain federal income tax information on
Borrower, or the Operating Company if Borrower is an EPC, for either the last 2 or 3 years
(unless Borrower or Operating Company is a start-up business) depending upon the
number of years and number of annual financial statements used to substantiate size
eligibility. If the business has been operating for less than 3 years, CDC must obtain the
information for all years in operation.

This requirement does not include tax information for the most recent fiscal year if the
fiscal year-end is within 6 months of the date SBA received the application. CDC must
compare the tax data received from the IRS with the financial data or tax returns submitted
with the Loan application, and relied upon in approving the Loan. Borrower must resolve
any significant differences to the satisfaction of CDC and SBA. Failure to resolve
differences may result in cancellation of the Loan.

If the Loan involves a change of ownership, CDC must verify financial information
provided by the seller of the business in the same manner as above.
If CDC does not receive a response from the IRS or copy of the tax transcript within 10 business days of submitting IRS Form 4506-T, then CDC may close the Loan prior to completing this verification, provided that CDC has submitted IRS Form 4506-T to the IRS no later than 10 business days from the date of this Authorization. However, CDC must send a second request following precisely the procedures detailed in SOP 50-10(5) and must perform the verification and resolve any significant differences discovered, even if the loan is fully disbursed.

b. Authority to Conduct Business—Evidence that the Borrower and Operating Company have an Employer Identification Number and any authorization necessary to legally operate the business.

c. Flood Hazard Determination—A completed Standard Flood Hazard Determination (FEMA Form 81-93).

5. Appraisal

Prior to 504 Loan Closing, and in accordance with SOP 50-10(5), CDC must obtain and submit to SBA:

a. Real Estate Appraisal on the Project real property located at 1 Water Street, Sandwich, MA 02553. If the appraised fair market value is less than $700,000.00, Borrower must provide additional investment, additional collateral, or reduce the size of the Project as appropriate.

6. Certifications and Agreements

a. At or prior to 504 Loan Closing, CDC must require Borrower and Operating Company to certify that:

(1) No Adverse Change—Since the date of application there has been no unremedied substantial adverse change in the financial condition of Borrower and Operating Company or their ability to repay the Project financing, including the Note. Borrower and Operating Company must also supply to CDC accurate financial statements, current within 120 days of 504 Loan Closing.

(2) Child Support—No principal who owns at least 50% of the ownership or voting interest of the company is delinquent more than 60 days under the terms of any (a) administrative order, (b) court order, or (c) repayment agreement requiring payment of child support.

(3) Current Taxes—Borrower and Operating Company are current on all federal, state, and local taxes, including but not limited to income taxes, payroll taxes, real estate taxes, and sales taxes.

(4) Environmental—For any real estate pledged as collateral for the Loan or where the Borrower or Operating Company are conducting business operations (collectively "the Property"):

(a) At the time Borrower and Operating Company submitted the Loan application, Borrower and Operating Company were in compliance with all local, state, and federal environmental laws and regulations pertaining to reporting or clean-up of any hazardous substance, hazardous waste, petroleum product, or any other pollutant regulated by state or federal law as hazardous to the environment ("Contaminant"), and regarding any permits needed for the creation, storage, transportation or disposal of any Contaminant;
(b) Borrower and Operating Company will continue to comply with these laws and regulations;

(c) Borrower and Operating Company, and all of its principals, have no knowledge of the actual or potential existence of any Contaminant that exists on, at, or under the Property, including groundwater, other than what was disclosed in connection with the Environmental Investigation of the Property;

(d) Until full repayment of the Loan, Borrower and Operating Company will promptly notify Lender and SBA if it knows or suspects that there has been, or may have been, a release of a Contaminant in, at, or under the Property, including groundwater, or if Borrower or Operating Company or such Property is subject to any investigation or enforcement action by any federal, state, or local environmental agency ("Agency") pertaining to any Contaminant on, at, or under such Property, including groundwater;

(e) As to any Property owned by Borrower and Operating Company, Borrower and Operating Company indemnifies, and agrees to defend and hold harmless, Lender and SBA, and any assigns or successors in interest which take title to the Property, from and against all liabilities, damages, fees, penalties or losses arising out of any demand, claim or suit by any Agency or any other party relating to any Contaminant found on, at, or under the Property, including groundwater, regardless of whether such Contaminant resulted from Borrower's or Operating Company's were operations. (Lender or SBA may require Borrower or Operating Company to execute a separate indemnification agreement).

b. At or prior to 504 Loan Closing, CDC must require Borrower and Operating Company to certify that they will:

(1) Reimbursable Expenses—Reimburse CDC for expenses incurred in the making and administration of the Loan.

(2) Books, Records, and Reports—
   (a) Keep proper books of account in a manner satisfactory to CDC;
   (b) Furnish year-end statements to CDC within 120 days of fiscal year end;
   (c) Furnish additional financial statements or reports whenever CDC requests them;
   (d) Allow CDC or SBA, at Borrower's or Operating Company's expense, to:
       [1] Inspect and audit books, records and papers relating to Borrower's and Operating Company's financial or business condition; and
       [2] Inspect and appraise any of Borrower's and Operating Company's assets; and
       [3] Allow all government authorities to furnish reports of examinations, or any records pertaining to Borrower and Operating Company, upon request by CDC or SBA.

(3) Equal Opportunity—Post SBA Form 722, Equal Opportunity Poster, where it is clearly visible to employees, applicants for employment and the general public.

(4) American-made Products—To the extent practicable, purchase only American-made equipment and products with the proceeds of the Loan.

(5) Taxes—Pay all federal, state, and local taxes, including income, payroll, real estate and sales taxes of the business when they come due.

(6) Occupancy—Comply with the following provisions: (a) Borrower must lease 100% of the Rentable Property to Operating Company; (b) Operating Company may sublease up to 49% of the Rentable Property; (c) Borrower will not use Loan proceeds to improve or renovate any of the property to be sub-leased.
c. Prior to 504 Loan Closing, CDC must require Borrower and Operating Company to certify that they will not, without prior written consent of CDC and SBA:

(1) **Distributions**—Make any distribution of company assets that will adversely affect the financial condition of Borrower and/or Operating Company.

(2) **Ownership Changes**—Change the ownership structure or interests in the business during the term of the Note, provided that, commencing six months after the Debenture sale, Borrower or Operating Company may have one or more changes in ownership without approval of SBA so long as the cumulative change over the term of the Note is less than five percent (5%).

(3) **Transfer of Assets**—Sell, lease, pledge, encumber (except by purchase money liens on property acquired after the date of the Note), or otherwise dispose of any of Borrower's property or assets, except in the ordinary course of business.

(4) **Conflict**—Or any of its affiliates acquire, directly or indirectly, in excess of a 10% ownership or interest in CDC during the term of the Debenture. If this type of acquisition occurs the Debenture will immediately become due and payable in full.

F. **DEBENTURE SALE CONDITIONS**

1. SBA will not authorize the sale of the Debenture until SBA is satisfied that:

   a. there has been no unremedied adverse change in the financial condition, organization, management, operations, or assets of Borrower and Operating Company;

   b. all the terms and conditions of this Authorization have been met, and;

   c. Borrower, Operating Company and the CDC have complied with their responsibilities as listed below.

2. IT IS BORROWER'S RESPONSIBILITY TO:

   a. Comply with other conditions, outside the Authorization, that are reasonably imposed by CDC.

   b. Cooperate fully with CDC and SBA in closing the Loan and obtaining necessary certifications and documents.

   c. Comply with the closing instructions provided by CDC and SBA.

   d. Execute all documents required by CDC and SBA. All documents required to be produced by the Borrower must be satisfactory to SBA in form and substance.

   e. Submit all required documents to CDC counsel sufficiently in advance of 504 Loan Closing (as directed by CDC counsel).

   f. Certify that all elements of Project Costs have been paid in full and how they were paid.

   g. Certify that any bankruptcy or insolvency proceeding involving, or pending lawsuit against, Borrower, Operating Company or any of their principals has been disclosed in writing to CDC.
3. IT IS CDC'S RESPONSIBILITY TO:

a. Close the Loan in accordance with the terms and conditions of this Authorization.

b. Obtain valid and enforceable Loan documents and all required lien positions. This includes obtaining the signatures or written consent of any obligor's spouse if such consent or signature is necessary to bind the marital community or create a valid lien on marital property.

c. Obtain all necessary certifications.

d. Obtain a legal opinion from CDC counsel or Borrower's counsel if there is one, acceptable to CDC and SBA, verifying:

(1) that all Borrower or guarantor entities (other than natural persons) are properly organized, in good standing, validly existing, and have the authority to borrow or guarantee;

(2) that the documents executed by the Borrower and guarantors have been authorized, executed, and delivered by an authorized person, and are valid and binding obligations, enforceable in accordance with their respective terms; and

(3) opinions as to such other matters as CDC and SBA may require.

e. Certify to SBA that there has been no substantial unremedied adverse change in the Borrower's or Operating Company's financial condition, organization, operation, or assets, as set forth on the CDC Certification (SBA Form 2101).

f. Certify that all elements of Project Costs have been paid in full and that the Interim Lender, Third Party Lender, Borrower, and CDC have each contributed to the Project in the amount and manner authorized by SBA.

g. Properly complete all closing documents using SBA Required Forms. CDC may use its own forms except as otherwise instructed in this Authorization. CDC must use the following forms for the Loan:

Opinion of CDC Counsel (Appendix D to the National 504 Authorization Boilerplate)
SBA Form 2101, CDC Certification
SBA Form 1505, SBA Note
SBA Form 1504, Debenture
SBA Form 159 (504), Compensation Agreement, for each representative
SBA Form 1528, CDC Board Resolution
SBA Form 1506, Servicing Agent Agreement
SBA Form 722, Equal Opportunity Poster
SBA Form 2286, 504 Debenture Closing Checklist
SBA Form 2287, Third Party Lender Agreement
SBA Form 2288, Interim Lender Certification
SBA Form 2289, Borrower and Operating Company Certification
IRS Form W-9

CDC may use computer-generated versions of mandatory SBA Forms, as long as these versions are exact reproductions.

h. Submit Form 2286, the 504 Debenture Closing Checklist, and copies of required documents from the checklist for SBA review and approval by the deadlines established by SBA for each Debenture sale.
4. **Compensation Agreement.** At Closing, CDC and Borrower must provide an SBA Form 159 (504) from each agent, as described in the form, that assisted the Borrower to obtain the Loan, indicating the amount of each fee.

5. **Completion of Debenture and Note Terms.** Borrower, Operating Company and CDC authorize CDC, SBA and/or CSA to date and otherwise complete any terms of the Debenture, Note, or Loan Documents which were incomplete at the time of their execution as soon as such terms become known to them.

ADMINISTRATOR
SMALL BUSINESS ADMINISTRATION

12/3/2019

Signed by: DOUGLAS BICE

By: Authorized SBA Representative

December 3, 2019

Date

SBA Loan Number: 41289270-07
SBA Loan Name: Dunbar House Restaurant & Tea Room
ACCEPTANCE BY BORROWER, OPERATING COMPANY AND CDC:

In consideration for the provision by SBA of financial assistance to CDC for the benefit of Borrower, and intending to be bound, Borrower, Operating Company and CDC accept and agree to comply fully with the terms and conditions of this Authorization for Debenture Guarantee. Each person signing below represents and warrants that he or she is fully authorized to execute this Authorization in the capacity indicated.

This Authorization should be executed by all parties within 10 days of Loan approval.

The terms and conditions of this Authorization survive 504 Loan Closing and Debenture sale.

CAPE & ISLANDS COMMUNITY DEVELOPMENT, INC.  

By (name, title): 

Date

Attest or Witness, as required (name, title): 

Date

1 WATER STREET, LLC

By (name, title): 

Date

Attest or Witness, as required (name, title): 

Date

NEW DUNBAR, INC.

By (name, title): 

Date

Attest or Witness, as required (name, title): 

Date

SBA Loan Number: 41289270-07  
SBA Loan Name: Dunbar House Restaurant & Tea Room  

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(504 Wizard 2018)
January 14, 2020

Kathryn R. Wolstenholme
12 Burtonwood Ave
Bourne, MA 02532

Re: Finance the purchase of 1 Water Street, Sandwich, MA 02563 (the “Property”)

Dear Ms. Wolstenholme:

I am pleased to inform you on behalf of Cape Cod Five Cents Savings Bank (the “Bank”) that we are interested in proceeding with this preliminary proposal for financing. This Proposal Letter does not represent a formal commitment to lend, but outlines the preliminary terms and conditions we are proposing in order to pursue an approval should these terms be agreeable to you. A loan commitment is normally issued after formal underwriting and approval.

Request #1:

1) **BORROWER(S):** 1 Water Street LLC

2) **GUARANTOR(S):** Kathryn R. Wolstenholme

3) **COLLATERAL:** First mortgage and assignment of leases and rents on the property located at 1 Water Street, Sandwich, MA 02563

4) **PURPOSE:** Finance the purchase of the property located at 1 Water Street, Sandwich, MA 02563.

5) **LOAN TYPE:** Commercial mortgage.

6) **LOAN AMOUNT:** $350,000.00, subject to the appraisal requirement as set forth herein

7) **MATURITY & AMORTIZATION:** Ten (10) year term with a Twenty Five (25) year amortization.

8) **INTEREST RATE:** The interest rate will be fixed for the first five years at 250 basis points over the 5 Year FHLBB Advance Rate. As of today that rate would be 4.53%
CLOSING COSTS: All applicable third party costs (i.e. appraisal report fees, environmental report fees, legal fees, inspection fees, etc.)

ANNUAL FINANCIAL STATEMENTS: The Borrower will furnish to the Bank annually, federal income tax returns (corporate and personal) of all entities, an updated personal financial statement, and other information as reasonably required by the Bank.

DEPOSIT ACCOUNTS: The Borrower would be required to maintain a deposit account with the Bank during the term of the loan.

ADDITIONAL REQUIREMENTS: In addition to the terms and conditions set forth in this term sheet, the Bank would require that you execute documents necessary to evidence the terms of this proposed loan and otherwise comply with the Bank's requirements for documenting transactions of this nature.

Again, the purpose of this Proposal Letter is to outline the general Terms and Conditions of a potential loan. It does not contain all of the normal terms and conditions of loan relationships of this nature. Please be advised that the Bank and/or its attorney may require further terms, conditions, instruments, documents, security and/or assurances as may be customarily used in such loan transactions.

If you have any questions, please call me at 508-247-2117. We look forward to assisting you.

Sincerely,

Adam H. Earle  
Vice President  
Commercial Lending
CORI REQUEST FORM

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

**ABCC LICENSE INFORMATION**

| ABCC NUMBER: | 0051-RS-1074 | LICENSEE NAME: | Dunbar Tea Corporation | CITY/TOWN: | Sandwich |

**APPLICANT INFORMATION**

| LAST NAME: | Wolstenholme | FIRST NAME: | Kathryn | MIDDLE NAME: | Rose |
| MAIDEN NAME OR ALIAS (IF APPLICABLE): | | PLACE OF BIRTH: | Wareham |
| DATE OF BIRTH: | | SSN: | | ID THEFT INDEX PIN (IF APPLICABLE): |
| MOTHER'S MAIDEN NAME: | McLoughlin | DRIVER'S LICENSE #: | | STATE LIC. ISSUED: | Massachusetts |
| GENDER: | FEMALE | HEIGHT: | | WEIGHT: | |
| CURRENT ADDRESS: | 12 Burtonwood Avenue | EYE COLOR: | blue |
| CITY/TOWN: | Bourne | STATE: MA | ZIP: 02532 |
| FORMER ADDRESS: | 343 Shore Road | |
| CITY/TOWN: | Bourne | STATE: MA | ZIP: 02532 |

**PRINT AND SIGN**

| PRINTED NAME: | Kathryn Wolstenholme | APPLICANT/EMPLOYEE SIGNATURE: | Kathryn Wolstenholme |

**NOTARY INFORMATION**

On this [December 8, 2022] before me, the undersigned notary public, personally appeared [Kathryn Wolstenholme], (name of document signer), proved to me through satisfactory evidence of identification, which were to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

TAWNDR A ILOMAKI
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires On November 01, 2024

[Notary Seal]

**DIVISION USE ONLY**

REQUESTED BY: [Signature]

The DRS identify theft index PIN number is to be completed by those applicants that have been issued an identity theft PIN number by the DRS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DRS via mail or by fax to 517-360-4804.
The Commonwealth of Massachusetts
City\Town of
SANDWICH
New and Renewal Certificate of Inspection

In accordance with 780 CMR, Chapter 1 (The 8th Edition of the Massachusetts State Building Code) and Chapter 304 of the Acts of 2004 (an Act to further enhance fire and life safety), this certificate of inspection is issued to the premise or structure or part thereof as herein identified.

<table>
<thead>
<tr>
<th>Issued to</th>
<th>Identify Name of Establishment</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Dunbar House Restaurant and Tea Room</td>
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<table>
<thead>
<tr>
<th>Located at</th>
<th>Identify property address including street number, name, city or town and county</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 Water Street</td>
</tr>
<tr>
<td></td>
<td>Sandwich, MA</td>
</tr>
<tr>
<td></td>
<td>Barnstable County</td>
</tr>
</tbody>
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<tr>
<th>Use Group Classification(s)</th>
<th>Basement</th>
<th>First Floor</th>
<th>Second Floor</th>
<th>Third Floor</th>
<th>Fourth Floor</th>
<th>Other</th>
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</tbody>
</table>

| Allowable Occupant Load     |          | Tea Room - 23 |              |             |              |       |
|                             |          | Shawne Room - 40 |              |             |              |       |
|                             |          | Wine Bar - 28   |              |             |              |       |
|                             |          | Gift/Staff - 6  |              |             |              |       |
|                             |          | Outdoor Patio - 40 |          |             |              |       |

This certificate of inspection is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and\or laminated and posted in a conspicuous place within the space as directed by the undersigned. Failure to post or tampering with the contents of the certificate is strictly prohibited.

Certificate No. 545 Date of Inspection: 11/22/21 Certificate of Inspection Expiration: 11/22/22

Brendan W. Brides, Building Commissioner Sean M. Miller, FPO
Bud:

Two things:

1. Can we place the Housing Production Plan on the Selectmen's agenda for approval.
2. Any decision on a marijuana by-law. Are we going to let it move forward as a citizens petition or do you want it to come from our office. If it is a Town initiative, we need to start very soon.

Thank you,
Ralph

Ralph A. Vitacco
Director of Planning & Economic Development
rvitacco@sandwichmass.org
508 833-8001
Sandwich Housing Production Plan

SANDWICH COMMUNITY MEETING

NOVEMBER 4, 2021
What are Housing Production Plans?

State regulations under Chapter 40B offer communities greater local control over affordable housing development.

First step is getting Housing Plan approval from the state. Plan must include affordable housing production goals (41 units/year for Sandwich based on 0.5% of year-round housing units likely increasing to 42) and strategies to address identified local needs and meet these goals.

For each one-year or two-year goal met, the Town can apply for and receive State certification with a 1- or 2-year period during which the ZBA can deny 40B projects without the developer’s ability to appeal if they are determined to be inappropriate or not responsive to local needs.
What is affordable housing?

HUD definition – Spending no more than 30% of income on housing costs.

Affordable housing (40B definition):
- Available to households earning at or below 80% of area median income
- Subsidized or approved through a subsidizing agency
- Deed restricted
- Affirmatively marketed

Of the 8,183 year-round housing units, 314 or 3.84% are included in the Subsidized Housing Inventory (SHI). The 2020 census figures and housing growth will likely bring percentage close to 5.7%.
Demographic Trends

Little population growth since 2000 and some population loss since 2010. 2020 census indicated 20,259 residents.

Declines in younger residents.

Substantial gains in older adults.

UMDI projections predict some population growth to 21,121 residents in 2030 and then a loss to 19,893 by 2040.

CCC projections suggest only modest population growth to 20,761 residents by 2025.

Modest loss of families.
Change in Age Distribution
2000, 2010 and 2019
Economic Trends

Median household income of $98,827.
7.4% of households had incomes of less than $25,000.

About half of households earned more than $100,000.

Poverty low but increased from 3.1% in 2000 to 3.6% in 2019.

Sandwich's average weekly wage of $886 translates into an annual income of about $46,250. Given the median income of Sandwich residents, it is likely that many who work in town cannot live here.

High level of residents with special needs.
Housing Growth and Occupancy Trends

Slower housing growth.

Continuing loss of rental units.

New growth focused largely on seasonal or second home market.

Limited diversity of housing types improved by Terrapin Ridge and Commons at the Wing.

Low homeowner vacancy rate at 1.7% with higher renter rate at 11.8%.
Housing Cost Trends

High and rising housing costs.
- Median single-family house price of $520,000 in May 2021.
- Rent of about $1,800 for an updated 2-bedroom apartment.

Impacts of COVID-19 have boosted housing costs and drained housing inventory.

Widening affordability gaps.

Higher cost burdens with about 1/3 of households paying too much for housing and 16% spending at least half their income on housing costs.
Priority Housing Needs

Year-round rental units are top need, particularly for the community’s most vulnerable residents.

Homeownership units for starter housing and downsizing.

Support for those with special needs including unit modifications and supportive services.

Financial and technical assistance to improve housing conditions.

*Photo: Commons at the Wing*
Housing Strategies

PLANNING AND REGULATORY

Assess/amend existing zoning.
  - Establish new mixed-use zoning in South Sandwich Village.
  - Adopt town-wide inclusionary zoning.
  - Allow development of nonconforming lots under certain conditions.
  - Modify the Conditional Density Affordable Housing Bylaw.
  - Enable the transfer of development rights (TDR).

Explore property tax exemption for year-round rental properties.

Map of South Sandwich Zoning Study Areas
Housing Strategies

LOCAL CAPACITY BUILDING

Create a Housing Trust Fund.

Conduct an educational campaign for affordable housing.

Secure professional support.

Ensure appropriate SHI monitoring.
Housing Strategies

HOUSING PRODUCTON

Continue to make suitable public property available for affordable housing.

Continue to partner with developers on private properties.

Encourage mixed-use development.

Convert existing housing to affordability.

Photo: Terrapin Ridge
Housing Strategies

DIRECT ASSISTANCE

Explore new housing assistance programs.
Consider introduction a Small Repair Grant Program.
Next Steps

Obtain community input.
Present Plan to the Planning Board and Board of Selectmen and obtain approvals.
Finalize Plan.
Submit Plan to the state.
Secure state approval.