



CITY OF HAVERHILL
LICENSE COMMISSION AGENDA
Thursday, September 5, 2024 at 6:00 PM
City Council Chambers – Room 202

This meeting/hearing of Haverhill License Commission will be held in-person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly.

REMOTE LOGIN

<https://meet.google.com/zdy-pths-qao>

Or open Meet and enter this code: zdy-pths-qao

Dial in (audio only): (US) +1 336-566-3009 PIN: 896 977 392#

More phone numbers: <https://https%3A//tel.meet/zdy-pths-qao?pin=9421372318481>

- 1. PLEDGE OF ALLEGIANCE**
- 2. APPROVAL OF THE MINUTES**
 - 2.1 Approval of the minutes of August 1, 2024.**

August 1 minutes.docx
- 3. CONTINUED BUSINESS**
- 4. MISCELLANEOUS APPLICATIONS/ REQUESTS**
- 5. ONE DAY APPLICATIONS**
 - 5.1 Ashleigh Mutty, Applicant**

791 East Broadway
-Application for one day beer and wine liquor license for the Craft & Antique show at Kimball Farm on October 5, 2024, from 8:30am-4pm.
Will require one police detail, designated alcohol are and wristbands for age 21+
oct 5 24 one day.pdf
 - 5.2 Ashleigh Mutty, Applicant**

791 East Broadway
-Application for one day beer and wine liquor license for the Craft & Antique Show at Kimball Farm on October 6, 2024, from 10am-3pm.
Will require one police detail, designated alcohol are and wristbands for age 21+
...oct 6 24 one day.pdf
- 6. BUSINESS CERTIFICATES**
- 7. ENTERTAINMENT APPLICATIONS**
 - 7.1 Sharbel Azzi, Manager**

77 Washington St Restaurant, Inc.,
d/b/a The Reserve Restaurant, Vault 77 Lounge, The Exchange Events
77 Washington Street

-Application for new entertainment license for the hours of Sunday to Saturday from 11am-1am for amplifiers, amplified music, and TV

77 wash ent app.pdf

8. COMMON VICTUALLER APPLICATIONS

8.1 Sharbel Azzi, Manager

77 Washington St Restaurant, Inc.

d/b/a The Reserve Restaurant, Vault 77 Lounge, The Exchange Events

77 Washington Street

-Application for new common victualler license from the hours of Sunday to Saturday 11am-1am

77 wash cv app.pdf

entity vote.pdf

8.2 Gan Mini, Manager

Gino's Pizza of Haverhill

200 Main st #5

Haverhill MA 01830

-Application for transfer common victualler license from the hours of Monday to Thursday 10AM-9PM, Friday and Saturday 10AM- 10PM. Closed Sunday

9. OUTDOOR DINING APPLICATIONS

10. ALCOHOL/ ABCC APPLICATIONS

10.1 Rafael A. Guzman, Manager

Crusttown Inc.

d/b/a Crusttown

150 Washington Street

-Amended Application for change of manager, change of officers/directors/LLC managers/, issuance/ transfer of stock/ new stockholder. Pending ABCC approval

crusttown amended application.pdf 10.2

Krystyna Williams, Proposed manager

UNO of Haverhill Inc.,

d/b/a Uno Pizzeria &

Grill 30 Cushing Ave

-Application for multiple amendments for change of manager and change of officers/directors, LLC Managers Pending ABCC approval

uno multiple amendment app.pdf 10.3

Jason Tremblay, Proposed Manager

RARE Hospitality International Inc.,

d/b/a Longhorn Steakhouse #5181

59 Plaistow Road

-Application for new manager. Pending ABCC approval

longhorn newcmanger.pdf

10.4 Jignashu Patel, Manager

JigdamLLC

d/b/a American Grocery

[Type here]

426 Main Street

-Application for a transfer of Section 15 all alcohol license with a pledge of license and inventory.

Pending business occupancy and ABCC approval.

amer groc transfer sept 24.pdf

10.5 Sharbel Azzi, Manager

77 Washington St Restaurant, Inc.

d/b/a The Reserve Restaurant, Vault 77 Lounge, The Exchange Events

77 Washington Street

-Application for new Section 12 all alcohol license for the hours of Sunday-Saturday from 11am-1am.

Pending Business Occupancy and ABCC approval

Pending receipt of green cards and updated TIP cert

77 washington street updated.pdf

bkg dog ret lic.pdf

10.6 Marcelline Carves, Proposed Manager

Wilbur M. Comeau Post #4 American Legion

1314 Main st

Pending ABCC approval

am leg new mgr.pdf

11. MOTOR VEHICLE APPLICATIONS

12. CARRY IN LICENSE APPLICATIONS

13. ITEM FOR DISCUSSION

14. SHOW CAUSE HEARING

14.1 Jonus Rustani, Manager

The New Lantern Cafe, Inc.

d/b/a New Lantern Cafe

124 Essex Street

-Show cause hearing: Alleged violation of 204 CMR 2.05 (2) permitting an illegality on the licensed premises to wit.

-Incident that occurred on or about May 26, 2024, at approximately 01:18.

the new lantern cafe show cause sept 5 24.pdf

14.2 Jessica Williams, Manager

ACFLLC

d/b/a 978 Lounge

103 Washington Street

-Show Cause Hearing: Alleged violation of 204 CMR 2.05 (2). Permitting an illegality on the licensed premises to wit.

-Having an unauthorized person on the premises after hours -Possible overserving

978 show cause sept 24-001.pdf

15. COMMUNICATIONS

16. PUBLIC PARTICIPATION

17. OTHER BUSINESS



License Commission, Room 118
Phone: 978-420-3630 Fax: 978-373-8490
jsanchez@haverhillma.gov

LICENSE COMMISSION MINUTES
Thursday, August 1, 2024, at 6:00 p.m.-Room 202
VIRTUAL and in person meeting

Attending: Chairperson Laura Angus, Commissioner Patrick Driscoll, Lic. Comm Clerk Jennifer Sanchez, Sergeant Kevin Lynch, HPD.

Absent: Commissioner Linda Koutoulas

1) PLEDGE OF ALLEGIANCE

2) APPROVAL OF THE MINUTES

2.1 Approval of the Minutes of July 11, 2024

Commissioner Driscoll stated he had an opportunity to review the minutes, and he would like to approve them.

Chairperson Angus said the minutes have been amended since they were sent out.
Commissioner Driscoll noted the minutes look to be in order.

Commissioner Driscoll made a motion to approve the minutes. This was seconded by Chairperson Angus. No public comment, vote unanimous, motion passed.

3) CONTINUED BUSINESS

No Schedule

4) MISCELLANEOUS APPLICATIONS/ REQUESTS

No Schedule

5) ONE DAY APPLICATIONS

5.1 Joseph LeBlanc, River Rukus Chair

70 Washington Street

-Application for one day Beer and Wine Liquor License for River Rukus on September 21, 2024, from 12pm-9pm.

-Has Police approval.

-Pending City Council and Mayoral Approval.

Joe LeBlanc appeared for this item online. They have been doing this event for more than 10 years. Their application is the same as the previous years except that they are hiring an additional person to help that day. Joe said he has used Deb Ingalls in the past.

Commissioner Driscoll made a motion to approve the application pending City Council and Mayoral approval. This was seconded by Chairperson Angus. No public comment, vote unanimous, motion passed.

6) **BUSINESS CERTIFICATES**

No Schedule

7) **ENTERTAINMENT APPLICATIONS**

7.1 Robert J Lapierre, Manager

Big Dawg's Eatery LLC

d/b/a Big Dawg's Eatery

75 South Main Street

-Application for new Entertainment License for Amplifiers, D.J., Karaoke, amplified music, sporting events, dancing by patrons only, Jukebox, Radio, TV, Comedy Show (3 comedians), Performers (3 performers), vocalists (2 vocalists). For the hour of Sunday 9am-9pm, Monday 9am-11pm, Tuesday 9am-11pm, Wednesday 9am-11pm, Thursday 9am-11pm, Friday 9am-11pm, Saturday 9am-11pm.

The liquor license, common victualler license and the entertainment license were heard together. Robert Lapierre appeared for the applications.

Chairperson Angus reminded Robert that anyone performing counts in the occupancy number. Robert understands this.

Commissioner Driscoll made a motion to approve the entertainment license. This was seconded by Chairperson Angus. No public comment, vote unanimous, motion passed.

7.2 Ruben David Appelaniz, Manager

Ruben David Appelaniz

d/b/a David's Coffee and Grill

620 Primrose Street, Unit 5

-Application for new entertainment license for the hours of Sunday-Saturday 6am-3pm for Radio and TV.

-Has police and entertainment zoning approval.

Ruben was present for this application. He plans to have breakfast and lunch there. Ruben has worked in the industry for 10 years. It will be American grill food choices.

Commissioner Driscoll made a motion to approve the entertainment application. This was seconded by Chairperson Angus. No public comment, vote unanimous, motion passed.

8) **COMMON VICTUALLER APPLICATIONS**

8.1 Kawus Safie, Manager

PPT Hospitality LLC

d/b/a Haverhill House of Pizza and Subs

249 Lincoln Ave

-Application for new common victualler license for the hours of Sunday 10am-9pm, Monday 10am-9pm, Tuesday 10am-9pm, Wednesday 10am-9pm, Thursday 10am-9pm, Friday 10am-10pm, Saturday 10am-10pm.

-Pending updated lease, business certificate, occupancy.

Kawus appeared for this application. PPT hospitality has another location in Haverhill, and they are looking to expand. They will be leaving the menu and everything the same.

Chairperson Angus asked Kawus if he is working on getting a lease or an assignment of lease. He said the landlord told him he would have the lease on Monday.

Kawus said he might have radio and TV and that he forgot to put the application in for that.

Commissioner Angus told Kawus that if he applies and there are commissioners available that they can hold a special meeting if not he can keep the radios and TVs off until the next meeting. She told him that we cannot issue the common victualler until we have the updated lease, business certificate, and occupancy.

Commissioner Driscoll made a motion to approve the common victualler license pending lease, business certificate, and occupancy. This was seconded by Chairperson Angus. No public comment, vote unanimous, motion passed.

8.2 Robert J Lapierre, Manager

Big Dawg's Eatery, LLC

d/b/a Big Dawg's Eatery

75 South Main Street

-Application for new common victualler license for the hours of Sunday 9am-9pm, Monday 9am-11pm, Tuesday 10am-9pm, Wednesday 10am-9pm, Thursday 10am-9pm, Friday 10am-10pm, Saturday 10am-10pm.

-Pending picture of the outside and occupancy.

The liquor license, common victualler license and the entertainment license were heard together. Robert Lapierre appeared for the applications. The menu will be American style with Italian and Spanish flare.

Commissioner Driscoll made a motion to approve the common victualler license pending business occupancy and picture of the outside. This was seconded by Chairperson Angus. No public comment, vote unanimous, motion passed.

8.3 Ruben David Apellaniz, Manager

Rube David Appellaniz

d/b/a David's Coffee and Grill

620 Primrose Street, Unit 5

-Application for new common victualler license for the hours of Sunday -Saturday 6am-3pm.

-Pending business occupancy.

Ruben was present for the application. He plans to have breakfast and lunch. Ruben has worked in restaurants for 10 years. This will be his first time opening his own restaurant. The menu will be American breakfast lunch and grill items.

Commissioner Driscoll made a motion to approve the common victualler license pending business occupancy. This was seconded by Chairperson Angus. No public comment, vote

unanimous, motion passed.

9) OUTDOOR DINING APPLICATIONS

No Schedule

10) ALCOHOL/ ABCC APPLICATIONS

10.1 Robert J Lapierre, Manager

Big Dawg's Eatery LLC

d/b/a Big dawg's Eatery

75 South Main Street

-Application for new section 12 all alcohol liquor license for the hours of Sunday 9am-9pm, Monday-Saturday 9am-11pm.

-Pending City Application tips certs, liquor liability, 304 inspection

The liquor license, common victualler license and the entertainment license were heard together. Robert Lapierre appeared for the applications. Robert said he is going to work at this restaurant, and he will not continue with the other liquor license that he has.

Commissioner Driscoll made a motion to approve the section 12 all alcohol license pending liquor liability, tips cert, 304 inspection. This was seconded by Chairperson Angus. No public comment, vote unanimous, motion passed.

11) MOTOR VEHICLE APPLICATIONS

No Schedule

12) CARRY IN LICENSE APPLICATIONS

NO SCHEDULE

13) ITEM FOR DISCUSSION

No schedule

14) SHOW CAUSE HEARING

14.1 Jessica Williams, Manager

ACF LLC

d/b/a Big Dawg's Eatery

75 South Main Street

-Application for new section 12 all alcohol liquor license for the hours of Sunday 9am-9pm, Monday-Saturday 9am-11pm.

-Pending City Application, tips certs, liquor liability, 304 inspection.

Attorney Denvers Cherms, Jessica Williams, and Ana Freitas were present for this item. Jessica and Ana were sworn in. Attorney Cherms said they did not get the notification and if they got the notification, they would have been present. He said the DJ they use does karaoke. The DJ plays Karaoke for the people to sing. He said the advertisement was not a DJ just playing music. They must use the DJ for karaoke.

Chairperson Angus told them there are 2 DJs advertised one named DJ Chris the other named DJ Beano.

Attorney Cherms said if they did a google search, they would see that the DJs do karaoke. He said he looked at other flyers that 978 had done and they usually do a stamp that indicates

karaoke, and they did not do it on these and that was an oversight on their part.

Ana said it was a mistake on their part that they called it a DJ. She said they were trying to get the word out that the TVs would be on. She said DJ Chris and DJ Beano were doing Karaoke. Chairperson Angus asked why they keep referring to a DJ.

Ana said a karaoke person is a DJ. She said going forward they will make sure the DJ word is not there. She said they do karaoke only and if there is not anyone who want to sing then they sing, or they will play music in the background until someone comes up to sing.

Attorney Cherms said it is a common occurrence that a bar will rent out someone who is essentially a DJ for the night. They bring along speakers and microphones. They usually take a list of requests. If no one is up there, it's a lull. During the lull they play background music and sometimes the DJ himself will sing.

Commissioner Driscoll is concerned this is falling into the old pattern.

Jessica said they have had a lot of problems getting their mail. She has been using her home address because they are not receiving mail.

Chairperson Angus asked if they could rectify that by getting a post office box.

Chairperson Angus said it is important to keep this information updated.

Commissioner Driscoll made a motion to place this item on file. Chairperson Angus seconded this item. No public comment. Vote unanimous. Motion passed.

15) COMMUNICATIONS

No Schedule

16) PUBLIC PARTICIPATION

No Schedule

17. OTHER BUSINESS

No Schedule

18. ADJOURNMENT

Commissioner Driscoll made a motion to adjourn at 6:33pm. Chairperson Angus seconded this item. No public comment. Vote unanimous. Motion passed.



LCDL-24-12

Alcohol - One-Day

License

Status: Active

Submitted On: 8/2/2024

Primary Location

791 EAST BROADWAY

Haverhill, MA 01830

Owner


JUDITH KIMBALL FARM, LLC


NORTH EAST POND RD 272


MILTON, NH 03851

Applicant

 Ashleigh Muty

 603-707-6751

 ashleigh@freespiritsevents.com

 883 WEIRS BLVD UNIT 48

LACONIA, New Hampshire 03246

Applicant Information

Applicant Role in the Event*

Other

IF OTHER, Please Specify*

Mobile Bar Vendor

Birth Date*

09/13/1984

Is the Event Sponsored?*

no

IF NO, What Type of Event?*

Other

IF NO, Who is the Responsible Person?*

Devon Chouinard

IF NO, Responsible Person's Address*

12 Heath Rd

IF NO, Responsible Person's City*

Merrimac

IF NO, Responsible Person's State*

MA

IF NO, Responsible Person's Zip*

01860

IF NO, Responsible Person's Phone*

9785180218

IF NO, Responsible Person's Email*

thevintagebazaar@Live.com

IF NO, Responsible Person's Social Security #*



Event Information

Type of License Being Requested*

Beer & Wine

Event Date*

10/05/2024

Event Start Time*

8:30am

Event End Time*

4pm

Event Location*

Kimball Farm

Event Purpose*

Craft & Antique Show

Will there Be Music or Entertainment?*

Yes

Will the Event be Catered?*

No

Will Food be Provided in Another Way?*

Yes

Expected Number of Adults Attending*

900

Expected Number of Children Attending* ④

100

Is an Entrance Fee/Donation Required?*

Yes

Type of Attendees*

Public


Will the Event Be on City Property?* ④

No

Liquor Information

Name of Liquor Wholesaler*

Seaboard, Martignetti

Name of Person Serving the Alcohol* 

Ashleigh Mutty

Is This a Cash Bar?*

Yes

Agreement & Signature

Yes*




Office Use Only

 Expiration Date

—

 Receipts Submitted

—

 Conditions or Restrictions

Attachments



TIPS Certification

Ashleigh TIPS 2024.pdf

Uploaded by Ashleigh Mutty on Aug 2, 2024 at 12:18 PM

REQUIRED



Liquor Liability Insurance

REQUIRED

24-25 Liq Liab.pdf

Uploaded by Ashleigh Muttly on Aug 2, 2024 at 1:29 PM



COI Free Spirits.pdf

COI Free Spirits.pdf

Uploaded by Ashleigh Muttly on Aug 13, 2024 at 3:48 PM

History

Date	Activity
8/15/2024, 1:48:05 PM	approval step Police Department Approval was assigned to Kevin Lynch on Record LCDL-24-12
8/15/2024, 1:48:04 PM	Jennifer Sanchez approved approval step Licensing Clerk Review on Record LCDL-24-12
8/8/2024, 9:15:20 AM	Jennifer Sanchez changed IF NO, Responsible Person's Social Security # from "xxxxxxxxxx" to "003828157" on Record LCDL-24-12
8/5/2024, 12:42:36 PM	approval step Licensing Clerk Review was assigned to Jennifer Sanchez on Record LCDL-24-12
8/5/2024, 12:42:36 PM	completed payment step 1-Day License Fee Payment on Record LCDL-24-12
8/2/2024, 1:30:36 PM	Ashleigh Muttly submitted Record LCDL-24-12
8/2/2024, 10:24:47 AM	Ashleigh Muttly started a draft of Record LCDL-24-12

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
1-Day License Fee Payment	8/2/2024, 1:30:36 PM	8/5/2024, 12:42:36 PM	Ashleigh Muttly	-	Completed
Licensing Clerk Review	8/5/2024, 12:42:36 PM	8/15/2024, 1:48:04 PM	Jennifer Sanchez	-	Completed

Label	Activated	Completed	Assignee	Due Date	Status
✓ Police Department Approval	8/15/2024, 1:48:04 PM	-	Kevin Lynch	-	Active
✓ License Commission Approval	-	-	-	-	Inactive
✓ License Commission Clerk Approval	-	-	-	-	Inactive
📅 1-Day Liquor License	-	-	-	-	Inactive
✓ Commission Clerk Reviews Receipts	-	-	-	-	Inactive



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fountain-Barach Agency 116 Main Street PO Box 1330 Ashland, NH 03217	CONTACT NAME: Amanda Thompson PHONE (A/C, No, Ext): 603-968-3335 E-MAIL ADDRESS: Amanda.Thompson@American-National.com FAX (A/C, No): 603-968-3365														
INSURED Free Spirits Events, LLC; Free Spirits LLC; Free Spirits Mobile Bar & Lounge LLC 25 Eastland Terrace Haverhill, MA 01830	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Burlington Insurance Company</td><td></td></tr><tr><td>INSURER B : Mount Vernon Fire Insurance Company</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Burlington Insurance Company		INSURER B : Mount Vernon Fire Insurance Company		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			145B522925	04/06/2024	04/06/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMPIOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						\$
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	HIRED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Liquor Liability			LQ2004758C	07/17/2024	07/17/2025	Each Common Cause 1,000,000
							Aggregate Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is considered an Additional Insured with regard to General Liability per form CG2033 Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Agreement With You

CERTIFICATE HOLDER City of Haverhill 4 Summer St Haverhill, MA 01830	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Peter Barach</i>
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LCDL-24-13

Alcohol - One-Day
License

Status: Active
Submitted On: 8/5/2024



Primary Location

791 EAST BROADWAY
Haverhill, MA 01830

Owner

JUDITH KIMBALL FARM, LLC
NORTH EAST POND RD 272
MILTON, NH 03851

Applicant

 Ashleigh Muty
 603-707-6751
 ashleigh@freespiritsevents.com
 883 WEIRS BLVD UNIT 48
LACONIA, New Hampshire 03246

Applicant Information

Applicant Role in the Event*

Other

IF OTHER, Please Specify*

Mobile Bar Vendor

Birth Date*

09/13/1984

Is the Event Sponsored?*

no

IF NO, What Type of Event?*

Other

IF NO, Who is the Responsible Person*

Devon Chouinard

IF NO, Responsible Person's Address*

12 Heath Rd

IF NO, Responsible Person's City*

Merrimac

IF NO, Responsible Person's State*

MA

IF NO, Responsible Person's Zip*

01860

IF NO, Responsible Person's Phone*

9785180218

IF NO, Responsible Person's Email*

thevintagebazaar@live.com

IF NO, Responsible Person's Social Security #*



Event Information

Type of License Being Requested*

Beer & Wine

Event Date*

10/06/2024

Event Start Time*

10am

Event End Time*

3pm

Event Location*

Kimball Farm

Event Purpose*

Craft & Antique Show

Will there Be Music or Entertainment?*

Yes

Will the Event be Catered?*

No

Will Food be Provided in Another Way?*

Yes

Expected Number of Adults Attending*

900

Expected Number of Children Attending* 🗳️

100

Is an Entrance Fee/Donation Required?*

Yes

Type of Attendees*

Public

Will the Event Be on City Property?* 🗳️

No

Liquor Information

Name of Liquor Wholesaler*

Seaboard, Martignetti

Name of Person Serving the Alcohol* ⓘ

Ashleigh Muty

Is This a Cash Bar?*

Yes

Agreement & Signature

Yes*



Office Use Only

🔒 Expiration Date

—

🔒 Receipts Submitted

—

🔒 Conditions or Restrictions

Attachments



TIPS Certification

Ashleigh TIPS 2024.pdf

Uploaded by Ashleigh Muty on Aug 5, 2024 at 12:49 PM

REQUIRED



Liquor Liability Insurance

REQUIRED

24-25 Liq Liab.pdf

Uploaded by Ashleigh Muttly on Aug 5, 2024 at 12:49 PM



COI Free Spirits.pdf

COI Free Spirits.pdf

Uploaded by Ashleigh Muttly on Aug 13, 2024 at 3:47 PM

History

Date	Activity
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8/15/2024, 1:35:20 PM	Jennifer Sanchez approved approval step Licensing Clerk Review on Record LCDL-24-13
8/8/2024, 9:12:48 AM	Jennifer Sanchez changed IF NO, Responsible Person's Social Security # from "xxxxxxxxxx" to "003828157" on Record LCDL-24-13
8/5/2024, 12:51:29 PM	approval step Licensing Clerk Review was assigned to Jennifer Sanchez on Record LCDL-24-13
8/5/2024, 12:51:28 PM	completed payment step 1-Day License Fee Payment on Record LCDL-24-13
8/5/2024, 12:50:02 PM	Ashleigh Muttly submitted Record LCDL-24-13
8/5/2024, 12:43:44 PM	Ashleigh Muttly started a draft of Record LCDL-24-13

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
💰 1-Day License Fee Payment	8/5/2024, 12:50:03 PM	8/5/2024, 12:51:28 PM	Ashleigh Muttly	-	Completed
✓ Licensing Clerk Review	8/5/2024, 12:51:28 PM	8/15/2024, 1:35:20 PM	Jennifer Sanchez	-	Completed

Label	Activated	Completed	Assignee	Due Date	Status
✓ Police Department Approval	8/15/2024, 1:35:21 PM	-	Kevin Lynch	-	Active
✓ License Commission Approval	-	-	-	-	Inactive
✓ License Commission Clerk Approval	-	-	-	-	Inactive
📅 1-Day Liquor License	-	-	-	-	Inactive
✓ Commission Clerk Reviews Receipts	-	-	-	-	Inactive



A 360 TRAINING COMPANY

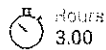
CERTIFICATE OF COMPLETION

This certifies that

Ashleigh C Mutty

is awarded this certificate for

TIPS On-Premise Alcohol Server Training



HOURS
3.00



Completion Date
08/02/2024



Expiration Date
08/02/2027

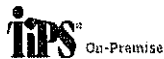


Certificate #
ON-000034400491

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78751 | www.360training.com



Issued: 08/02/2024

Certificate #: ON-000034400491

CERTIFIED

Expires: 08/02/2027

Ashleigh C Mutty

25 Eastland Avenue

Haverhill

MA 01830



A 360 TRAINING COMPANY

Phone: 800-438-8477

www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fountain-Barach Agency 116 Main Street PO Box 1330 Ashland, NH 03217	CONTACT NAME: Amanda Thompson PHONE (A/C, No., Ext.): 603-968-3335 E-MAIL ADDRESS: Amanda.Thompson@American-National.com FAX (A/C, No.): 603-968-3365
INSURED Free Spirits Events, LLC; Free Spirits LLC; Free Spirits Mobile Bar & Lounge LLC 25 Eastland Terrace Haverhill, MA 01830	INSURER(S) AFFORDING COVERAGE INSURER A: Burlington Insurance Company INSURER B: Mount Vernon Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		145B522925	04/06/2024	04/06/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Liquor Liability			LQ2004758C	07/17/2024	07/17/2025	Each Common Cause 1,000,000 Aggregate Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is considered an Additional Insured with regard to General Liability per form CG2033 Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Agreement With You

CERTIFICATE HOLDER**CANCELLATION**

City of Haverhill 4 Summer St Haverhill, MA 01830	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Peter Barach

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119558

Entertainment License

Status: Active

Submitted On: 7/31/2024





Primary Location

77 WASHINGTON ST
Haverhill, MA 01832

Owner

77 WASHINGTON ST GROUP
LLC
NORTH BROADWAY 107
HAVERHILL, MA 01832

Applicant

 Sharbel Azzi
 978-269-7130
 sazzi86@yahoo.com
 107 North Broadway
haverhill, ma 01832

**Application for Entertainment License (between the hours of
8:00am and 1:00pm)**

**Name of Business (Individual, Corporation,
Partnership of LLC, D/B/A name of Establishment)***

77 Washington st Restaurant Inc, d/b/a
The Reserve Restaurant, Vault 77
Lounge, The Exchange Events

Location of Business*

77 Washington st, haverhill ma 01832

Type of Application*

New (first time applicant)

Application Date

Prior to December 26th each year

Days & Hours of Operation

Monday Hours of Operation*

11am-1am

Tuesday Hours of Operation*

11am-1am

Wednesday Hours of Operation*

11am-1am

Thursday Hours of Operation*

11am-1am

Friday Hours of Operation*

11am-1am

Saturday Hours of Operation*

11am-1am

Sunday Hours of Operation*

11am-1am

*** Please mark (x) for any and all of the following for which you are applying: *

Amplifiers

☒

Dancing (by patrons only)

☐

D.J

☐

Jukebox

☐

Karaoke

☐

Movies

☐

Music - Amplified ⓘ

☒

Radio

☐

Sporting Event

☐

Television

☒

Comedy Show

☐

Performance (includes live bands)

☐

Vocalist(s)

☐

Other

☐

Office Use Only

🔒 **Restrictions** ⓘ







Attachments

History

Date	Activity
8/26/2024, 9:39:08 AM	Jennifer Sanchez assigned approval step Local License Commission Approval to Jennifer Sanchez on Record 119558
8/26/2024, 9:39:03 AM	Jennifer Sanchez approved approval step City Clerk Approval on Record 119558
8/20/2024, 7:23:34 PM	Kaitlin Wright assigned approval step City Clerk Approval to Jennifer Sanchez on Record 119558
8/20/2024, 1:44:04 PM	approval step City Clerk Approval was assigned to Kaitlin Wright on Record 119558
8/20/2024, 1:44:04 PM	Kevin Lynch approved approval step Police Department Approval on Record 119558
8/15/2024, 3:14:51 PM	approval step Police Department Approval was assigned to Kevin Lynch on Record 119558
8/15/2024, 3:14:51 PM	completed payment step License Fee Payment on Record 119558
8/15/2024, 12:56:27 PM	Jennifer Sanchez changed Sunday Hours of Operation from "12-9pm" to "11am-1am" on Record 119558
8/15/2024, 12:56:27 PM	Jennifer Sanchez changed Saturday Hours of Operation from "11:30am-11pm" to "11am-1am" on Record 119558
8/15/2024, 12:56:27 PM	Jennifer Sanchez changed Friday Hours of Operation from "11:30am-11pm" to "11am-1am" on Record 119558
8/15/2024, 12:56:27 PM	Jennifer Sanchez changed Thursday Hours of Operation from "4-10pm" to "11am-1am" on Record 119558
8/15/2024, 12:56:27 PM	Jennifer Sanchez changed Wednesday Hours of Operation from "4-9:30pm" to "11am-1am" on Record 119558
8/15/2024, 12:56:27 PM	Jennifer Sanchez changed Tuesday Hours of Operation from "4-9:30pm" to "11am-1am" on Record 119558
8/15/2024, 12:56:27 PM	Jennifer Sanchez changed Monday Hours of Operation from "Closed" to "11am-1am" on Record 119558
7/31/2024, 9:00:13 PM	Sharbel Azzi submitted Record 119558

Date	Activity
7/31/2024, 3:27:46 PM	Sharbel Azzi altered Record 119558, changed ownerPhoneNo from "" to "978-269-7130"
7/31/2024, 3:27:46 PM	Sharbel Azzi altered Record 119558, changed ownerEmail from "" to "Sazzi86@yahoo.com"
7/31/2024, 3:27:12 PM	Sharbel Azzi started a draft of Record 119558

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 License Fee Payment	7/31/2024, 9:00:13 PM	8/15/2024, 3:14:51 PM	Sharbel Azzi	-	Completed
 Police Department Approval	8/15/2024, 3:14:51 PM	8/20/2024, 1:44:04 PM	Kevin Lynch	-	Completed
 City Clerk Approval	8/20/2024, 1:44:04 PM	8/26/2024, 9:39:03 AM	Jennifer Sanchez	-	Completed
 Entertainment Zoning Approval	8/20/2024, 1:44:04 PM	-	-	-	Active
 Local License Commission Approval	-	-	Jennifer Sanchez	-	Inactive
 Entertainment License	-	-	-	-	Inactive



LCCV-24-48

Common Victualler
License

Status: Active

Submitted On: 8/15/2024


Primary Location

77 WASHINGTON ST
Haverhill, MA 01832

Owner

77 WASHINGTON ST GROUP
LLC
NORTH BROADWAY 107
HAVERHILL, MA 01832

Applicant

 Sharbel Azzi
 978-269-7130
 sazzi86@yahoo.com
 107 North Broadway
haverhill, ma 01832

Applicant Information

Relationship to Business Owner*

Owner

Application Date*

Jan 1, 2024 to Dec 25, 2024

Type of Application

New

Business Information

Business Name*

77 Washington St Restaurant, Inc.

Establishment Name*

The Reserve Restaurant, Vault 77 Lounge,
The Exchange Events

Establishment Phone*

9782697130

Type of Establishment*

Restaurant

Establishment Mailing Address* 

107 North Broadway

Establishment Mailing Address City*

Haverhill

Establishment Mailing Address State*

Ma

Establishment Mailing Address Zip*

01832

Manager Name* 

Sharbel Azzi

Manager Cellphone*

978-269-7130

Manager Home Address*

107 North Broadway

Is Application New, Renewal or Transfer?*

New

Business Legal Structure*

Corporation

Property Information

Is this a Franchise?*

No

Planned Opening Date*

10/01/2024

Total Square Footage*

17,300

Number of Seats*

543

Number of Entrances*

2

Number of Exits*

3

Do You Plan Outdoor Seating?*

Yes

Do You Plan to Sell Alcohol?*

Yes

Days & Hours of Operation

Monday Hours of Operation* ⓘ

11am-1am

Tuesday Hours of Operation*

11am-1am

Wednesday Hours of Operation*

11am-1am

Thursday Hours of Operation*

11am-1am

Friday Hours of Operation*

11am-1am

Saturday Hours of Operation*

11am-1am

Sunday Hours of Operation*

11am-1am

Persons/Entities with Interest

Name

Sharbel Azzi

Title/Position

President

Stock/Ownership ⓘ


100

Agreement & Signature

Yes



For Inspector Use Only

 Basement Use Group	 Basement Allowable Load
	—
 Floor 1 Use Group	 Floor 1 Allowable Load
	—
 Floor 2 Use Group	 Floor 2 Allowable Load
	—
 Floor 3 Use Group	 Floor 3 Allowable Load
	—
 Floor 4 Use Group	 Floor 4 Allowable Load
	—
 Other Use Group	 Other Allowable Load
	—
 Inspection Date	
	—

Attachments



Business Certificate

The_Exchange_Events_Wed_Jul_31_2024_14-49-33.pdf
Uploaded by Sharbel Azzi on Aug 15, 2024 at 3:20 PM

REQUIRED



Occupancy Certificate

REQUIRED

The_Exchange_Events_Wed_Jul_31_2024_14-49-33.pdf
Uploaded by Sharbel Azzi on Aug 15, 2024 at 3:20 PM



Commercial Lease liquor.pdf

Commercial Lease liquor.pdf
Uploaded by Sharbel Azzi on Aug 19, 2024 at 12:04 PM











IMG_1979.jpeg

IMG_1979.jpeg
Uploaded by Sharbel Azzi on Aug 19, 2024 at 12:05 PM

History

Date	Activity
8/23/2024, 2:25:38 PM	approval step Water Bill Payment Check was assigned to Elizabeth Remmes on Record LCCV-24-48
8/23/2024, 2:25:38 PM	approval step Tax Check was assigned to Jasmin Ortega on Record LCCV-24-48
8/23/2024, 2:25:38 PM	approval step Tax Check was assigned to Yenise Rozon on Record LCCV-24-48
8/23/2024, 2:25:38 PM	approval step City Clerk Approval was assigned to Kaitlin Wright on Record LCCV-24-48
8/23/2024, 2:25:37 PM	Jennifer Sanchez approved approval step License Commission Review on Record LCCV-24-48
8/15/2024, 3:22:21 PM	approval step License Commission Review was assigned to Jennifer Sanchez on Record LCCV-24-48
8/15/2024, 3:22:20 PM	completed payment step License Comm Application fee on Record LCCV-24-48
8/15/2024, 3:21:28 PM	Sharbel Azzi submitted Record LCCV-24-48
7/31/2024, 9:01:41 PM	Sharbel Azzi altered Record LCCV-24-48, changed ownerPhoneNo from "" to "978-269-7130"
7/31/2024, 9:01:41 PM	Sharbel Azzi altered Record LCCV-24-48, changed ownerEmail from "" to "Sazzi86@yahoo.com"
7/31/2024, 9:01:11 PM	Sharbel Azzi started a draft of Record LCCV-24-48

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 License Comm Application fee	8/15/2024, 3:21:31 PM	8/15/2024, 3:22:20 PM	Sharbel Azzi	-	Completed
 License Commission Review	8/15/2024, 3:22:20 PM	8/23/2024, 2:25:37 PM	Jennifer Sanchez	-	Completed
 City Clerk Approval	8/23/2024, 2:25:37 PM	-	Kaitlin Wright	-	Active
 Tax Check	8/23/2024, 2:25:37 PM	-	Yenise Rozon	-	Active
 Tax Check	8/23/2024, 2:25:37 PM	-	Jasmin Ortega	-	Active
 Water Bill Payment Check	8/23/2024, 2:25:37 PM	-	Elizabeth Remmes	-	Active
 License Commission Approval	-	-	-	-	Inactive
 Common Victualler License Issued	-	-	-	-	Inactive

Commercial Lease

This Commercial Lease ("Lease") is dated as of August 01, 2024, by and between 77 WASHINGTON ST GROUP LLC. ("Landlord") and 77 WASHINGTON ST RESTAURANT, INC. ("Tenant"). The parties agree as follows:

Premises. The Landlord, in consideration of the lease payments provided in this Lease, leases to the Tenant TOTAL OF 17,300 SQ FEET INCLUDING THE BASEMENT LEVEL TOTALING 5 FLOORS. ("Premises") located at 77 WASHINGTON ST, HAVERHILL, Massachusetts 01832.

Term. The lease term will begin on August 01, 2024 and will terminate on August 01, 2029.

Lease Payments. The Tenant shall pay to the Landlord monthly installments of \$13,000.00, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 107 NORTH BROADWAY, HAVERHILL, Massachusetts 01832. The payment address may be changed from time to time by the Landlord.

Possession. The Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to the Landlord on the last day of the term of this Lease unless otherwise agreed by both parties in writing. At the expiration of the term, the Tenant shall remove their goods and effects and peaceably yield up the Premises to the Landlord in as good a condition as when delivered to the Tenant, ordinary wear and tear excepted.

Storage. The Tenant shall be entitled to store items of personal property in THE BASEMENT during the term of this Lease. The Landlord shall not be liable for loss of, or damage to, such stored items.

Property Insurance. The Landlord and the Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. The Landlord shall be named as an additional insured in such policies. The Tenant shall deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the Landlord. The Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. The Tenant shall also maintain any other insurance which the Landlord may reasonably require for the protection of the Landlord's interest in the Premises. The Tenant is responsible for maintaining casualty insurance on its own property.

Liability Insurance. The Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. The Tenant shall deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the Landlord. The Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

Renewal Terms. This Lease shall automatically renew for an additional period of 5 YEARS per renewal term unless either party gives written notice of termination no later than 60 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

Utilities and Services. The Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

Taxes. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

(a) Real Estate Taxes. The Landlord shall pay all real estate taxes and assessments for the Premises.

Defaults. The Tenant shall be in default of this Lease if the Tenant fails to fulfill any lease obligation or term by which the Tenant is bound. Subject to any governing provisions of law to the contrary, if the Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by the Landlord to the Tenant, the Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing the Landlord's rights to damages. In the alternative, the Landlord may elect to cure any default, and the cost of such action shall be added to the Tenant's financial obligations under this Lease. The Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by the Landlord by reason of the Tenant's defaults. All sums of money or charges required to be paid by the Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

Holdover. If the Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), the Tenant shall pay to the Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

Cumulative Rights. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

Notice. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

The Landlord:

77 WASHINGTON ST GROUP LLC.
107 NORTH BROADWAY
HAVERHILL, Massachusetts 01832

The Tenant:

77 WASHINGTON ST RESTAURANT, INC.
77 WASHINGTON ST
HAVERHILL, Massachusetts 01832

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

Governing Law. This Lease shall be construed in accordance with the laws of Massachusetts.

Entire Agreement/Amendment. This Lease contains the entire agreement of the parties, and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing if the writing is signed by the party obligated under the amendment.

Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Waiver. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

The Landlord:

77 WASHINGTON ST GROUP LLC.

By: SHARBEL AZZI
SHARBEL AZZI
PRESIDENT

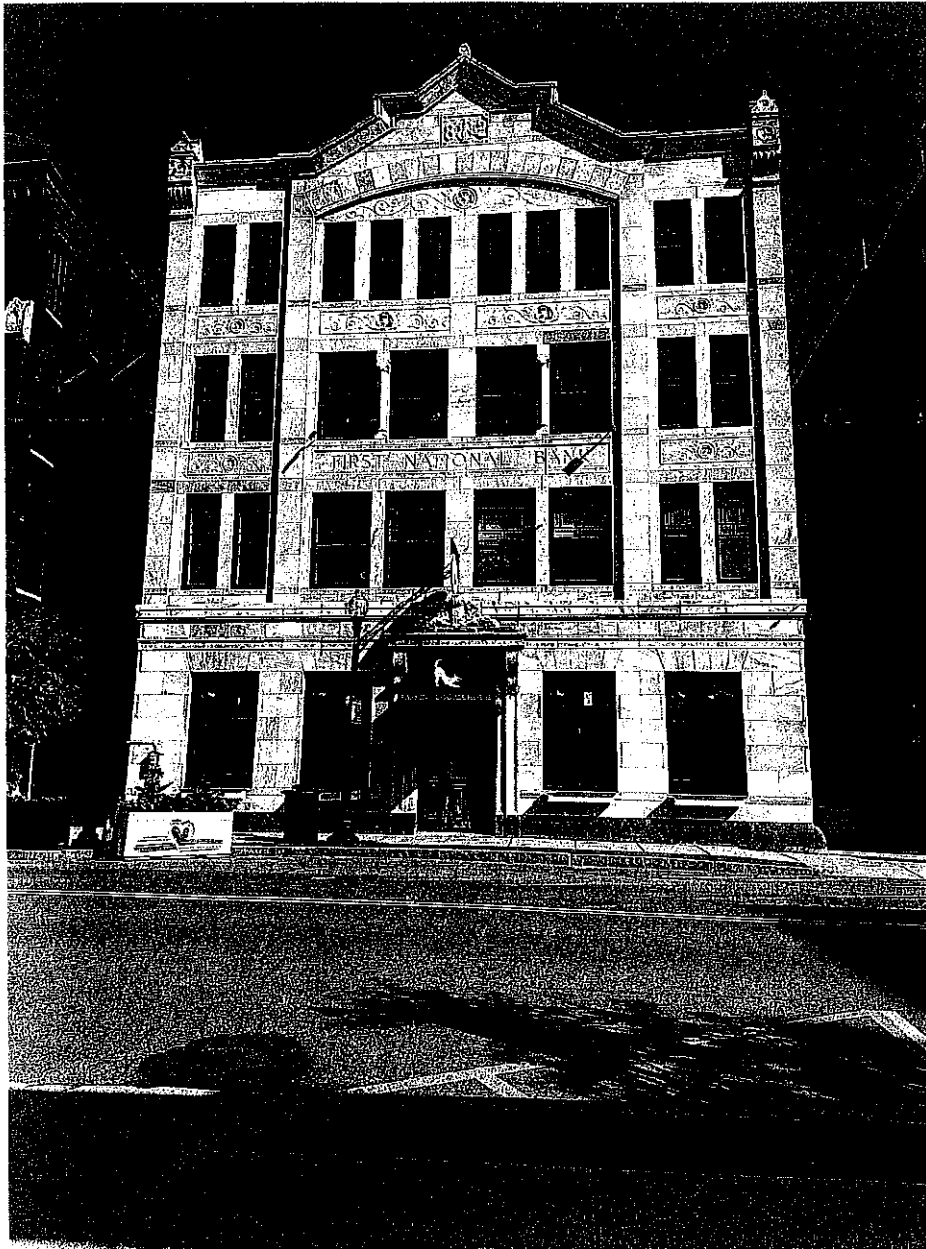
Date: 08/12/2024

The Tenant:

77 WASHINGTON ST RESTAURANT, INC.

By: Sharbel Azzi
SHARBEL AZZI
PRESIDENT

Date: 08/12/2024





COMMONWEALTH OF MASSACHUSETTS
CITY OF HAVERHILL
**BUSINESS
CERTIFICATE**



Issue Date: July 31, 2024
Expiration Date: July 31, 2028

Certificate Number: BUSC-24-153
Fee: \$60.00

The Exchange Events

77 Washington Street Haverhill, MA 01832

Phone: 9782697130

In conformity with the provisions of Chapter 110, Section 5 of the MGL, as amended, the undersigned hereby declares that a business is conducted under the title of:

The Exchange Events at 77 Washington Street - Haverhill, 01832 by 77 Washington St Restaurant, Inc.

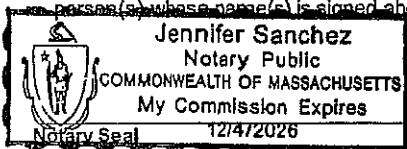
I/We certify under the penalties of perjury that I/we, to the best of my/our knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Signature(s):

[Signature]
77 Washington St Restaurant, Inc.

COMMONWEALTH OF MASSACHUSETTS

On July 31, 2024, 77 Washington St Restaurant, Inc. appeared before me and presented satisfactory evidence of identification which was a , proving the person(s) whose name(s) is signed above and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.



[Signature]
Notary Seal Expiration Date

[Signature]
Kaitlin Wright, Haverhill City Clerk

THIS DOCUMENT MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC WHO CAN AFFIX HIS/HER SEAL. IF A NOTARY PUBLIC OTHER THAN THE HAVERHILL CITY CLERK'S OFFICE WITNESSES THE SIGNATURE, THE DOCUMENT MUST BE BROUGHT TO THE HAVERHILL CITY CLERK'S OFFICE.

In accordance with the provisions of Chapter 337 of the Acts of 1985 and Chapter 110, Section 5 of Massachusetts General Laws, Business Certificates shall be in effect for four (4) years from the date of issue and shall be renewed each four (4) years thereafter. A statement under oath must be filed with the Haverhill City Clerk upon discontinuing, retiring or withdrawing from such business or partnership.

Copies of such Certificates shall be available at the address at which such business is conducted and shall be furnished on request during regular business hours to any person who has purchased goods or services from such business. Violations are subject to a fine of not more than three hundred dollars (\$300) for each month during which such violation continues. The aforementioned business owner or agent is required to notify the Haverhill City Clerk in the event that the business is discontinued, changes location, changes the name, changes residence, withdraws from the business or partnership, or is deceased.

This certificate must be renewed every four (4) years.

This Business Certificate does not confer zoning approval for conducting of this business at the above address.

Zoning Compliance may only be determined and issued by the Haverhill Building Inspector.



COMMONWEALTH OF MASSACHUSETTS CITY OF HAVERHILL BUSINESS CERTIFICATE



Issue Date: July 31, 2024
Expiration Date: July 31, 2028

Certificate Number: BUSC-24-152
Fee: \$60.00

The Reserve Restaurant

77 Washington Street Haverhill, MA 01832

Phone: 9782697130

In conformity with the provisions of Chapter 110, Section 5 of the MGL, as amended, the undersigned hereby declares that a business is conducted under the title of:

The Reserve Restaurant at 77 Washington Street - Haverhill, 01832 by 77 Washington St Restaurant, Inc.

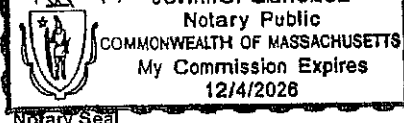
I/We certify under the penalties of perjury that I/we, to the best of my/our knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Signature(s):

77 Washington St Restaurant, Inc.

COMMONWEALTH OF MASSACHUSETTS

On July 31, 2024, 77 Washington St Restaurant, Inc. appeared before me and presented satisfactory evidence of identification which was a , proving the person(s) who appeared above and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.



Notary Seal Expiration Date

Kaitlin M. Wright, Haverhill City Clerk

THIS DOCUMENT MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC WHO CAN AFFIX HIS/HER SEAL. IF A NOTARY PUBLIC OTHER THAN THE HAVERHILL CITY CLERK'S OFFICE WITNESSES THE SIGNATURE, THE DOCUMENT MUST BE BROUGHT TO THE HAVERHILL CITY CLERK'S OFFICE.

In accordance with the provisions of Chapter 337 of the Acts of 1985 and Chapter 110, Section 5 of Massachusetts General Laws, Business Certificates shall be in effect for four (4) years from the date of issue and shall be renewed each four (4) years thereafter. A statement under oath must be filed with the Haverhill City Clerk upon discontinuing, retiring or withdrawing from such business or partnership.

Copies of such Certificates shall be available at the address at which such business is conducted and shall be furnished on request during regular business hours to any person who has purchased goods or services from such business. Violations are subject to a fine of not more than three hundred dollars (\$300) for each month during which such violation continues. The aforementioned business owner or agent is required to notify the Haverhill City Clerk in the event that the business is discontinued, changes location, changes the name, changes residence, withdraws from the business or partnership, or is deceased.

This certificate must be renewed every four (4) years.

This Business Certificate does not confer zoning approval for conducting of this business at the above address.

Zoning Compliance may only be determined and issued by the Haverhill Building Inspector.



COMMONWEALTH OF MASSACHUSETTS
CITY OF HAVERHILL
**BUSINESS
CERTIFICATE**



Issue Date: July 31, 2024
Expiration Date: July 31, 2028

Certificate Number: BUSC-24-151
Fee: \$60.00

Vault 77 Lounge

77 Washington Street Haverhill, MA 01832

Phone: 9782697130

In conformity with the provisions of Chapter 110, Section 5 of the MGL, as amended, the undersigned hereby declares that a business is conducted under the title of:

Vault 77 Lounge at 77 Washington Street - Haverhill, 01832 by 77 Washington St Restaurant, Inc.

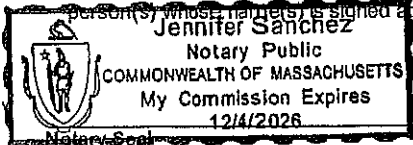
I/We certify under the penalties of perjury that I/we, to the best of my/our knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Signature(s):

77 Washington St Restaurant, Inc.

COMMONWEALTH OF MASSACHUSETTS

On July 31, 2024, 77 Washington St Restaurant, Inc. appeared before me and presented satisfactory evidence of identification which was a , proving the person(s) whose name(s) is signed above and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.



Notary Seal Expiration Date

Jennifer Sanchez
12/4/2026

Kaitlin M. Wright
Kaitlin Wright, Haverhill City Clerk

THIS DOCUMENT MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC WHO CAN AFFIX HIS/HER SEAL. IF A NOTARY PUBLIC OTHER THAN THE HAVERHILL CITY CLERK'S OFFICE WITNESSES THE SIGNATURE, THE DOCUMENT MUST BE BROUGHT TO THE HAVERHILL CITY CLERK'S OFFICE.

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Zoning Compliance may only be determined and issued by the Haverhill Building Inspector.



Haverhill

City Clerk's Office, Room 118
Phone: 978-374-2312 Fax: 978-373-8490
cityclerk@cityofhaverhill.com

ENTITY VOTE

The Board of Directors or LLC Managers of 77 Washington St. Restaurant, INC.
(Name of Corporation)

VOTED: To Authorize Sharbel Azzi
(Name of Person)

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

VOTED: To appoint Sharbel Azzi
(Name of 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.

A TRUE COPY ATTEST,

[Signature]
(Corporate Officer/ LLC Manager Signature)

Sharbel Azzi
(Print Name)

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)

00152-RS-0520

ENTITY/ LICENSEE NAME

UNO of Haverhill Inc.

ADDRESS

30 Cushing Avenue

CITY/TOWN

Haverhill

STATE

MA

ZIP CODE

01830

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS
 APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

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



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1678448288
Notice Date: July 30, 2024
Case ID: 0-002-487-080



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



UNO OF HAVERHILL INC
44 INDUSTRIAL WAY
NORWOOD MA 02062-4546

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, UNO OF HAVERHILL INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



Certificate of Compliance

Date: August 2, 2024

Letter ID: L0002774001

Employer ID (FEIN): XX-XXX2934

UNO RESTAURANTS LLC
44 INDUSTRIAL WAY
NORWOOD MA 02062-4546

Certificate ID: L0002774001

FEIN: 04-2662934

The Department of Unemployment Assistance certifies that as of 01-Aug-2024, UNO RESTAURANTS LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires on 31-Aug-2024 .

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@detma.org
Call us: (617) 626-5750



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

Entity Name

Municipality

ABCC License Number

Uno Pizzeria & Grill

Haverhill

00152-RS-0520

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.

CHANGE OF MANAGER ON LIQUOR LICENSE

REPORT CHANGE OF OFFICERS ONLY

THERE IS NO CHANGE OF OWNERSHIP

APPLICATION CONTACT

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

Name

Title

Email

Phone

ANITA DEMPSEY

LICENSING MGR

ADEMPSEY@UNOS.COM

617-447-1349

2. AMENDMENT-Change of License Classification

☐ **Change of License Category**

Last-Approved License Category

All Alcohol, Wine and Malt,
Wine Malt and Cordials

Requested New License Category

☐ **Change of License Class**

Last-Approved License Class

Seasonal or Annual

Requested New License Class

☐ **Change of License Type***

Last-Approved License Type

i.e. Restaurant to Club

*Certain License Types

CANNOT change once issued*

Requested New License Type

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**

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 #: 61fa116d-08c1-408c-b1a5-b5ec8f141982

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Uno of Haverhill Inc	\$200.00
		\$200.00

Total Convenience Fee: \$5.18

Date Paid: 8/1/2024 10:29:12 AM EDT

Total Amount Paid: \$205.18

Payment On Behalf Of

License Number or Business Name:

Uno of Haverhill Inc

Fee Type:

FILING FEES-RETAIL

Billing Information

First Name:

UNO of Haverhill Inc

Last Name:

Address:

44 Industrial Way

City:

Norwood

State:

MA

Zip Code:

02062

Email Address:

adempsey@unos.com

Dempsey, Anita

From: customerservice@nCourt.com
Sent: Thursday, August 1, 2024 10:29 AM
To: Dempsey, Anita
Subject: Receipt from nCourt

CAUTION: External email

YOUR RECEIPT >>

Please include the payment receipt with your application. Thank you.

Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail
Address 1: 95 Fourth Street, Suite 3
City: Chelsea
State: Massachusetts
Zip: 02150

Payment On Behalf Of

First Name: UNO Last Name: Restaurants LLC
Address 1: 44 Industrial Way
City: Norwood State/Territory: MA Zip: 02062
Phone: (617) 447-1349

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Uno of Haverhill Inc	\$200.00

Receipt Date: 8/1/2024 10:29:12 AM EDT

Invoice Number: 61fa116d-08c1-408c-b1a5-b5ec8f141982

Convenience Fee: \$5.18
Total Amount Paid: \$205.18

Billing Information

Credit/Debit Card Information

Organization Name UNO of Haverhill Inc
Address 1 44 Industrial Way
City Norwood
State/Territory MA
Zip 02062
Phone Number (617) 447-1349
Email ademsey@unos.com

Card Type MasterCard
Card Number *****1738

IMPORTANT INFORMATION >>

5. AMENDMENT-Change of Manager

☒ Change of License Manager

A. MANAGER INFORMATION

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

Proposed Manager Name Krystyna Williams Date of Birth [REDACTED]

Residential Address 36 Aiken Ave Apt 2 Lowell, MA 01850

Email [REDACTED] Phone [REDACTED]

Please indicate how many hours per week you intend to be on the licensed premises 60 Last-Approved License Manager BRIAN MURPHY

B. CITIZENSHIP/BACKGROUND INFORMATION

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

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

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

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
Nov-11	Present	server, host, bar, manager, GM	UNO'S	Beth, Paul, Kyla, Gary

D. PRIOR DISCIPLINARY ACTION

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

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

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

Manager's Signature Krystyna Williams Date 5/28/2024

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.

Name of Principal	Residential Address	SSN	DOB
PAUL RANKIN	14 WEST SHORE ROAD DENVER NJ 07634-1520	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
PRESIDENT - DIRECTOR	0	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
REGINA JEROME	95 WEST STREET #1407 WALPOLE MA 02081	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
SECRETARY - DIRECTOR	0	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
ADAM HOLZHAUER	195 14TH STREET UNIT 605 ATLANTA GA 30309	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
TREASURER - DIRECTOR	0	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
FREDERICK W. HOUSTON	19 WAGON WHEEL RD. N. ATTLEBORO MA 02760	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
VP	0	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
UND RESTAURANTS, LLC	44 INDUSTRIAL WAY NORWOOD MA	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
SHAREHOLDER	100%	<input type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

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

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

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

☐ Yes ☒ No

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement.

☐ Yes ☒ No

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.

Name of Principal	Title/Position	Percentage of Ownership
ERIK FREDERICK	CEO PRES TRES DIRECTOR	0
Name of Principal	Title/Position	Percentage of Ownership
REGINA JEROME	Secretary DIRECTOR	0
Name of Principal	Title/Position	Percentage of Ownership
FREDERICK W HOUSTON	VP - DIRECTOR	0
Name of Principal	Title/Position	Percentage of Ownership
UNO RESTAURANTS LLC	MEMBER	100
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
SEE ATTACHED			

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
SEE ATTACHED			

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

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

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

ENTITY VOTE

The Board of Directors or LLC Managers of UNO OF HAVERHILL INC
Entity Name
duly voted to apply to the Licensing Authority of HAVERHILL and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on MARCH 1, 2024
Date of Meeting

For the following transactions (Check all that apply):

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


"VOTED: To authorize REGINA JEROME
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 KRYSTYNA WILLIAMS
Name of Liquor License Manager

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

A true copy attest,



Corporate Officer /LLC Manager Signature
Regina Jerome
(Print Name)

For Corporations ONLY
A true copy attest,

Corporate Clerk's Signature
(Print Name)

APPLICANT'S STATEMENT

I, Regina Jerome the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager

Authorized Signatory

of UNO OF HAVERHILL INC.

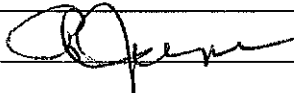
Name of the Entity/Corporation

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

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

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date:

7-31-24

Title:

Secretary, LLC Manager



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

JEAN M. LORIZIO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	00152-RS-0520	LICENSEE NAME:	Uno of Haverhill Inc.	CITY/TOWN:	Haverhill
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APPLICANT INFORMATION

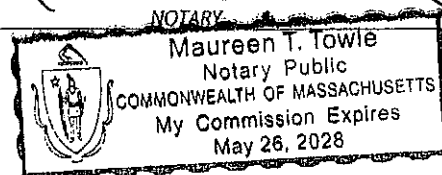
LAST NAME:	Williams	FIRST NAME:	Krystyna	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Lancaster, NH		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	Mary Watson	DRIVER'S LICENSE #		STATE LIC. ISSUED:	Massachusetts
GENDER:	FEMALE	HEIGHT:	5' 2"	WEIGHT:	115
				EYE COLOR:	blue
CURRENT ADDRESS:	36 Aiken Ave Apt 2				
CITY/TOWN:	Lowell	STATE:	MA	ZIP:	01850
FORMER ADDRESS:	14 Hampshire Drive Apt J				
CITY/TOWN:	Nashua	STATE:	NH	ZIP:	03063

PRINT AND SIGN

PRINTED NAME:	Krystyna Williams	APPLICANT/EMPLOYEE SIGNATURE:	<i>Krystyna Williams</i>
---------------	-------------------	-------------------------------	--------------------------

NOTARY INFORMATION

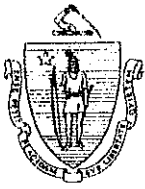
On this	28 of May 2024	before me, the undersigned notary public, personally appeared	Krystyna Williams
(name of document signer), proved to me through satisfactory evidence of identification, which were		MA DRIVER'S License	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
<i>Maureen T. Towle</i>			



DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE:	

The DCI Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 660-3614.



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

JEAN M. LORIZIO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	052000152	LICENSEE NAME:	UNO OF HAVERHILL INC.	CITY/TOWN:	HAVERHILL
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APPLICANT INFORMATION

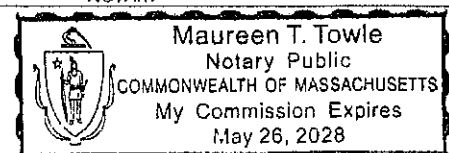
LAST NAME:	RANKIN	FIRST NAME:	PAUL	MIDDLE NAME:	NONE			
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	BROOKLYN NY					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:		DRIVER'S LICENSE:		STATE LIC. ISSUED:	New Jersey			
GENDER:	MALE	HEIGHT:	6	2	WEIGHT:	215	EYE COLOR:	BROWN
CURRENT ADDRESS:	14 WEST SHORE ROAD							
CITY/TOWN:	DENVILLE	STATE:	NJ	ZIP:	07834			
FORMER ADDRESS:								
CITY/TOWN:		STATE:		ZIP:				

PRINT AND SIGN

PRINTED NAME:	PAUL RANKIN	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

On this	28TH OF MAY 2024	before me, the undersigned notary public, personally appeared	PAUL RANKIN
(name of document signer), proved to me through satisfactory evidence of identification, which were		NJ DRIVERS LICENSE	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
		 NOTARY	



DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

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JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

CORI REQUEST FORM

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ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSE)	052000152	LICENSEE NAME:	UR OF HAVERHILL INC	CITY/TOWN:	HAVERHILL
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APPLICANT INFORMATION

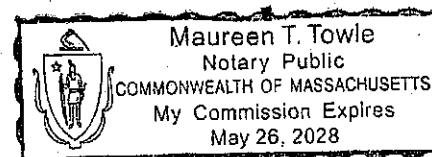
LAST NAME:	JEROME	FIRST NAME:	REGINA	MIDDLE NAME:	C.
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	PORTLAND ME		
DATE OF BIRTH:		ID THEFT INDEX PIN (IF APPLICABLE):			
MOTHER'S MAIDEN NAME:	O'CONNELL	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:	FEMALE	HEIGHT:	5	4	WEIGHT: 251
		EYE COLOR:	GREEN		
CURRENT ADDRESS:	95 WEST STREET #1407				
CITY/TOWN:	WALPOLE	STATE:	MA	ZIP:	02081
FORMER ADDRESS:					
CITY/TOWN:		STATE:		ZIP:	

PRINT AND SIGN

PRINTED NAME:	REGINA C. JEROME	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

On this	28 th of May 2024	before me, the undersigned notary public, personally appeared	REGINA C. JEROME
(name of document signer), proved to me through satisfactory evidence of identification, which were		MA DRIVERS LICENSE	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
		 NOTARY	



DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

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



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

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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: (IF EXISTING LICENSEE)	00152-RS-0520	LICENSEE NAME:	UNO OF HAVERHILL INC	CITY/TOWN:	HAVERHILL
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APPLICANT INFORMATION

LAST NAME:	HOLZHAUER	FIRST NAME:	ADAM	MIDDLE NAME:	RICHARD			
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	MATTOONIL					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	NIBECK	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Georgia			
GENDER:	MALE	HEIGHT:	5	6	WEIGHT:	205	EYE COLOR:	BROWN
CURRENT ADDRESS:	195 14th Street NE, UNIT 605							
CITY/TOWN:	ATLANTA	STATE:	GA	ZIP:	30309			
FORMER ADDRESS:								
CITY/TOWN:		STATE:		ZIP:				

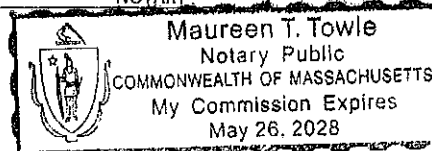
PRINT AND SIGN

PRINTED NAME:	ADAM R. HOLZHAUER	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

On this 20th of May 2024 before me, the undersigned notary public, personally appeared ADAM R HOLZHAUER
(name of document signer), proved to me through satisfactory evidence of identification, which were GA DRIVER'S LICENSE
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY



DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCII Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCII. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCII via mail or by fax to (617) 860-4614.



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

JEAN M. LORIZIO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	052000152	LICENSEE NAME:	UNO OF HAVERHILL INC.	CITY/TOWN:	HAVERHILL
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APPLICANT INFORMATION

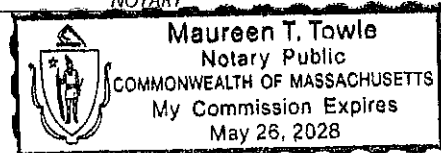
LAST NAME:	HOUSTON	FIRST NAME:	FREDERICK	MIDDLE NAME:	WILLIAM			
MAIDEN NAME OR ALIAS (IF APPLICABLE):			PLACE OF BIRTH:	CONNECTICUT				
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	SCHWARTZ	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts			
GENDER:	MALE	HEIGHT:	5	9	WEIGHT:	190	EYE COLOR:	BROWN
CURRENT ADDRESS:	19 WAGON WHEEL RD							
CITY/TOWN:	NORTH ATTLEBORO	STATE:	MA	ZIP:	02760-3578			
FORMER ADDRESS:								
CITY/TOWN:		STATE:		ZIP:				

PRINT AND SIGN

PRINTED NAME:	FREDERICK W. HOUSTON	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

On this	29TH OF MAY 2024	before me, the undersigned notary public, personally appeared	FREDERICK W HOUSTON
(name of document signer), proved to me through satisfactory evidence of identification, which were		MA DRIVER'S LICENSE	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
		 NOTARY	



DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

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The Commonwealth of Massachusetts, William Francis Galvin Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Statement of Change of Supplemental Information

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

No Fee

Identification Number:	043486911			
1. Exact name of the corporation: UNO OF HAVERHILL, INC.				
2. Current registered office address: Agent name: C T CORPORATION SYSTEM Number and street: 155 FEDERAL STREET Address 2: STE 700 City or town: BOSTON State: MA Zip code: 02110				
3. The following supplemental information has changed: <input type="checkbox"/> Names and street addresses of the directors, president, treasurer, secretary				
<small>Role</small>	<small>Full legal name</small>	<small>Address</small>	<small>edit</small>	<small>delete</small>
SECRETARY	REGINA JEROME	95 WEST ST, 1407 WALPOLE, MA 02081 USA	edit	delete
DIRECTOR	REGINA JEROME	95 WEST ST, 1407 WALPOLE, MA 02081 USA	edit	delete
DIRECTOR	FREDERICK W. HOUSTON	19 WAGON WHEEL ROAD NORTH ATTLEBORO, MA 02760 USA	edit	delete
CAO	REGINA JEROME	95 WEST ST, 1407 WALPOLE MA 02081 USA	edit	delete
VICE PRESIDENT	FREDERICK W. HOUSTON	19 WAGON WHEEL ROAD NORTH ATTLEBORO MA 02760 USA	edit	delete
PRESIDENT	Paul Rankin	14 West Shore Road Danville NJ 07834 USA	edit	delete
DIRECTOR	Paul Rankin	14 West Shore Road Danville NJ 07834 USA	edit	delete
TREASURER	Adam Holzhauer	195 14th Street Atlanta GA 30309 USA	edit	delete
Add new entry to this list				
<input type="checkbox"/> Fiscal year end: <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;">September</div> <div style="margin-left: 10px;">30</div> </div>				
<input type="checkbox"/> Type of business in which the corporation intends to engage:				

RESTAURANT SERVICES

☐ Principal office address:

Number and street: 44 INDUSTRIAL WAY
Address 2:
City or town: NORWOOD State: MA Zip code: 02062
Country: UNITED STATES

☐ Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

Number and street: 44 Industrial Way
Address 2: Principal Office
City or town: Norwood State: MA Zip code: 02062
Country: UNITED STATES

Which is:

- ☒ its principal office ☐ an office of its transfer agent
☐ an office of its secretary/assistant secretary ☐ its registered office

Special filing instructions:

Indicate any special filing instructions that apply to this form:

Filer's contact information:

(Enter a contact name, mailing address, and e-mail and/or phone number.)

* Contact name: Regina Jerome
Business name: Uno of Haverhill, Inc.
* Mailing address: 44 INDUSTRIAL WAY
Additional address detail: Principal Office
* City, State, Zip code: NORWOOD MA 02062
Country: UNITED STATES
Contact phone number: Extension:
* Contact e-mail address: mtowle@unos.com

By selecting ACCEPT you hereby acknowledge that this electronic document is submitted in compliance with M.G.L. Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17 and that the information is true and correct as of the date ▼

[Submit Filing](#)[Make corrections](#)[Return to login page](#)

CERTIFICATE OF AMENDMENT
OF A
FOREIGN LIMITED LIABILITY COMPANY

Federal Employer Identification No. 04-2662934

1. The name of the foreign limited liability company is:

Uno Restaurants, LLC

1a. The name, if different, under which it is registered and doing business in the Commonwealth is:

2. Its jurisdiction of organization and date of organization is: Delaware 9/23/2002

3. The date its Application for Registration was filed with the Massachusetts Secretary of the Commonwealth is: 10/30/02

4. The name and business address, if different from its principal office location, of each manager:

Uno Restaurants, LLC - 44 Industrial Way, Norwood MA 02062

Managers: Erik E. Frederick

Regina Jerome

Frederick W. Houston

5. The name of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property whether to be filed with the registry of deeds or a district office of the land court, if any, and business address, if different from its principal office location:

Erik E. Frederick

Regina Jerome

Frederick W. Houston

6. The amendment to its Application for Registration is as follows:

The managers have been changed.

The names of the individuals authorized to sign for real property have changed.

DATED: 11/1/2023

Uno Restaurants, LLC

(Limited Liability Company Name)

By: 

Regina Jerome, Manager/Secretary

(Print Name)



100 Charles Park Road • West Roxbury, MA 02132-4985
617-323-9200

October 17, 2002

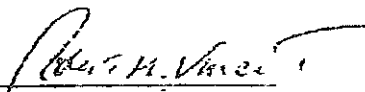
Office of the Secretary
of the Commonwealth
Corporations Division
Room 1717
One Ashburton Place
Boston, Massachusetts 02108

Re: Consent to Use of Name

Ladies and Gentlemen:

Uno Restaurant of Woburn, Inc., a Massachusetts corporation, hereby consents to and approves of the use of a similar corporate name by Uno Restaurants, LLC, a Delaware limited liability company, to be registered to do business under the Massachusetts Limited Liability Company Act.

Very truly yours,
UNO RESTAURANT OF WOBURN, INC.

By: 
Robert M. Vincent
Executive Vice President - Finance

FILED

OCT 30 2002

UNO RESTAURANTS, LLC

FOREIGN LIMITED LIABILITY COMPANY
APPLICATION FOR REGISTRATION

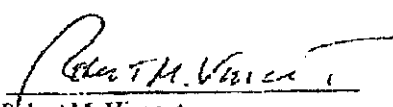
SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

Pursuant to the provisions of the Massachusetts General Laws Chapter 156C § 48, the undersigned Uno Restaurants, LLC (the "LLC") a Delaware limited liability company duly formed pursuant to Title 6, Chapter 18 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act", hereby certifies as follows:

1. Federal Identification Number. The Federal Identification Number is 04-0662934.
2. Name. The name of the LLC is Uno Restaurants, LLC.
3. Jurisdiction. The LLC was organized on September 23, 2002 in the State of Delaware.
4. General Character of Business. The purpose of the LLC is to be a stockholder of and to own a membership interest in entities that own and operate restaurants and related food businesses and in any business enterprise it would have power to conduct by itself, and otherwise to engage in any lawful act or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act and to engage in any and all activities necessary, convenient, desirable or incidental to the foregoing.
5. Office. The address of the principal office of the LLC shall be 100 Charles Park Road, West Roxbury, Massachusetts 02132.
6. Members. The LLC is run by the Member, Uno Restaurant Holdings Corporation. The address of the Member is 100 Charles Park Road, West Roxbury, Massachusetts 02132.
7. Name and Address of Resident Agent. The registered agent and registered office of the LLC in the Commonwealth of Massachusetts for service of process shall be CT Corporation System, 101 Federal Street, Boston, Massachusetts 02110.
8. Term. The term of the LLC is that it shall continue until it is dissolved.
9. Authorized Persons: The name of the persons authorized to sign documents related to real property shall be the following officers of the LLC Paul W. McPhail, Robert M. Vincent and George W. Herz, II.

IN WITNESS WHEREOF, the undersigned, being authorized to execute this document, has caused this Application to Register Foreign Limited Liability Company in the Commonwealth of Massachusetts to be executed as of this 21st day of October, 2002.

UNO RESTAURANT HOLDINGS CORPORATION

By: 
Robert M. Vincent
Executive Vice President - Finance

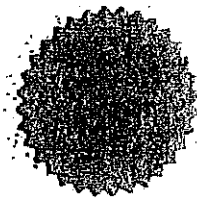
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "UNO RESTAURANTS, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIRST DAY OF OCTOBER, A.D. 2002.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



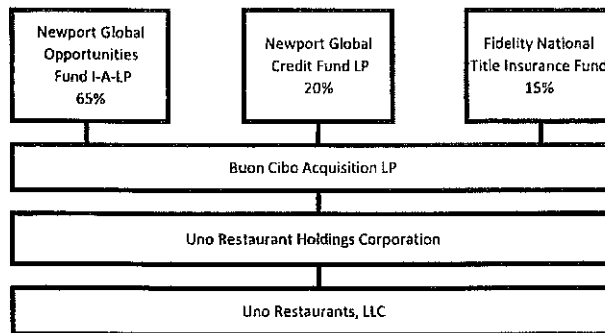
Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3571787 8300

020649339

AUTHENTICATION: 2045427

DATE: 10-21-02



There is no change in ownership to report. Only the Officers of Uno Restaurants LLC have changed.

INTEREST IN HELD ACTIVE -INACTIVE ALCOHOLIC BEVERAGE LICENSES

Pizzria Uno of Forrest Hills Inc.	1040391	Inactive	107-16 70th Rd.	NY
Pizzeria Uno of Albany Inc.	2001031	Inactive	120 Washington Ave.	NY
Pizzeria Uno of Columbus Avenue,	1027354	Inactive	432 Columbus Ave.	NY
Pizzeria Uno of Bayside, Inc.	1040072	Inactive	39-02 Bell Blvd.	NY
Pizzeria Uno of Bay Ridge, Inc.	1011927	Inactive	9201 4th Ave.	NY
Uno of Henrietta, Inc.	3010496	Inactive	1000 Hylan Drive	NY
Uno of Victor, Inc.	3012236	Inactive	7724 Victor-Pittsford Rd.	NY
Uno of Astoria, Inc.	1120547	Inactive	37-11 35th Avenue	NY
Uno of New York, Inc.	2113972	Inactive	Woodbury Centre 20 Centre Drive	NY
UR of Fayetteville NY, LLC	2602746	Inactive	520 Towne Drive	NY
UR of Clay NY, LLC	2602839	Inactive	3974 State Route 31	NY
UR of New Hartford NY, LLC	2603409	Inactive	8645 Clinton St.	NY
UR of Webster NY, LLC	3125444	Inactive	931 Holt Road	NY
UR of Inner Harbor MD, Inc.	LB 005	Inactive	201 East Pratt St.	MD
SLA Norfolk, Inc.	015562	Inactive	5900 Virginia Beach Blvd.	VA
Newport News Uno, Inc.	72055	Inactive	5007 Victory Blvd.	VA
Fairfax Uno, Inc.	075488	Inactive	3058 Gatehouse Plaza	VA
SL Uno Frederick, Inc.	11-10398766	Inactive	5449 Urbana Pike	MD
Uno of Kingstowne, Inc.	011352	Inactive	5935 Kingstowne Towne Center	VA
Uno of Hagerstown, Inc.	20080331	Inactive	17734 Garland Groh. Blvd.	MD
UNO of Manassas, Inc.	011351	Inactive	10701 Bulloch Drive	VA
UR of Bowie MD, Inc.	17 BLX 433	Inactive	4001 Town Center Blvd	MD
Uno Restaurants, LLC	91678990005	Inactive	1720 Hill Rd.	OH
SL Uno Waterfront, Inc.	R 2154	Inactive	205 East Waterfront Drive	PA

State of New Hampshire
DEPARTMENT OF HEALTH AND HUMAN SERVICES
CERTIFICATE OF LIVE BIRTH

1. CHILD'S NAME
CRYSTINA MARIE WILLIAMS

2. DATE OF BIRTH
JANUARY 17, 1991

3. TIME OF BIRTH
01:11 PM

4. SEX
FEMALE

5. CITY, TOWN, OR LOCATION OF BIRTH
LANCASTER

6. COUNTY OF BIRTH
COOS

7. FACILITY NAME
WEEKS MEMORIAL HOSPITAL

8. DATE SIGNED
JAN 17 1991

9. ATTENDANT'S NAME AND TITLE
GATES, THOMAS J.

10. DATE OF BIRTH
DECEMBER 12, 1990

11. DATE FILED
JANUARY 15, 1991

12. STATE
NEW HAMPSHIRE

13. SIGNATURE OF FATHER
RONALD THOMAS WILLIAMS

14. SIGNATURE OF MOTHER
GATES, THOMAS J.

15. SIGNATURE OF PHYSICIAN
GATES, THOMAS J.

16. SIGNATURE OF NURSE
GATES, THOMAS J.

17. SIGNATURE OF MIDWIFE
GATES, THOMAS J.

18. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

19. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

20. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

21. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

22. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

23. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

24. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

25. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

26. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

27. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

28. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

29. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

30. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

31. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

32. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

33. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

34. SIGNATURE OF OTHER HEALTH CARE PROVIDER
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35. SIGNATURE OF OTHER HEALTH CARE PROVIDER
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36. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

37. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

38. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

39. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

40. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

41. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

42. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

43. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

44. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

45. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

46. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

47. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

48. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

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GATES, THOMAS J.

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GATES, THOMAS J.

51. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

52. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

53. SIGNATURE OF OTHER HEALTH CARE PROVIDER
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GATES, THOMAS J.

57. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

58. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

59. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

60. SIGNATURE OF OTHER HEALTH CARE PROVIDER
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GATES, THOMAS J.

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GATES, THOMAS J.

100. SIGNATURE OF OTHER HEALTH CARE PROVIDER
GATES, THOMAS J.

MASSACHUSETTS

DRIVER'S
LICENSE

USA



4a ISS

12/06/2023

4b EXP

01/11/2028

9 CLASS

12 REST

D B

1 WILLIAMS

2 KRISTYNA MARIE

8 36 AIKEN AVE

APT 2

LOWELL, MA 01850-1462

18 EYES BLU

15 SEX F 16 HGT 5'-02"

5 DO 12/06/2023 Rev 02/22/2016

Krystyna Williams

01/11/91

Endorsements / Mentions Spéciales / Aprobaciones
If your passport expires within six months of your date of departure, you may be denied entry into some countries.



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT / PASAPORTE

THE UNITED STATES OF AMERICA

Type/Type/Tipo	Code/Cod/Código
P	USA

Page

Surname/Non/Apellidos

RANKIN

Given names/Prénoms/Nombres

PAUL

Nationality/Nationalité/Nacionalidade
UNITED STATES OF AMERICA

Date of birth/Date de naissance/Fecha de nacimiento: _____

M Place of birth: Lieu de naissance: Lugar de nascimento

NEW YORK, U.S.A.

Date of issue/Date de délivrance/Fecha de expedición:

06 FEB 2023

Date of expiration / Date d'expiration / Fecha de caducidad

05 FEB 2033

Authority/Autorité/Autoridad

UNITED STATES DEPARTMENT OF STATE

[illegible]

A140570836USA6512297M3302059696448008<479450

NEW JERSEY MVC

AUTO DRIVER LICENSE



DL [REDACTED]
DOB [REDACTED]
ISS [REDACTED]

RANKIN
PAUL
14 WEST SHORE RD
DENVER, NJ 07834-1820
END NONE
RESTR NONE

GENDER M
JR

DATE 6-02-2015 BRN
FD2023330000110 REN

52 CLASS D
EXP 12-29-2026



11.00





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**

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 7ae83c79-68b1-42e7-850f-80e5b8712e65**

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

00165-RS-0520

ENTITY/ LICENSEE NAME

RARE Hospitality International Inc dba Longhorn Steakhouse #5181

ADDRESS

59 Plaistow Rd

CITY/TOWN

Haverhill

STATE

MA

ZIP CODE

01830

For the following transactions (Check all that apply):

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

**THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL**

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



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

☒ **Change of License Manager**

1. BUSINESS ENTITY INFORMATION

Entity Name

Municipality

ABCC License Number

RARE Hospitality Int'l Inc dba Longhorn Steakhouse #5181

Haverhill

00165-RS-0520

2. APPLICATION CONTACT

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

Name

Title

Email

Phone

Rita Hayward

Agent

rhayward@darden.com

407-245-6787

3A. MANAGER INFORMATION

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

Proposed Manager Name Jason T Tremblay

Date of Birth

SSN

Residential Address

48 Emer Rd, Salem NH 03079

Email

JTremblay@loho.com

Phone

978-618-3330

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

50

Last-Approved License Manager

Charles Boullianne

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.

Date	Municipality	Charge	Disposition

3C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
5-9-17	Present	Manager	Longhorn Steakhouse	Lynn Traupman

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.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

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

Manager's Signature

Date

8/12/2024



JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER (IF EXISTING LICENSEE)	00165-RS-0520	LICENSEE NAME:	LongHorn Steakhouse #5381	CITY/TOWN:	Haverhill
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APPLICANT INFORMATION

LAST NAME:	Tremblay	FIRST NAME:	Jason	MIDDLE NAME:	Thomas
MAIDEN NAME OR ALIAS (IF APPLICABLE):	N/A	PLACE OF BIRTH:	Haverhill, MA		
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	[REDACTED]
MOTHER'S MAIDEN NAME:	Cartier	DRIVER'S LICENSE #:	[REDACTED]	E LIC. ISSUED:	NH
GENDER:	Male	HEIGHT:	6' 7"	WEIGHT:	275
				EYE COLOR:	Brown
CURRENT ADDRESS:	48 Ermer Rd				
CITY/TOWN:	Salem	STATE:	NH	ZIP:	03079
FORMER ADDRESS:	24 9th Avenue				
CITY/TOWN:	Haverhill	STATE:	MA	ZIP:	01830

PRINT AND SIGN

PRINTED NAME:	Jason Tremblay	APPLICANT/EMPLOYEE SIGNATURE:	[Signature]
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NOTARY INFORMATION

On this August 13 2024 before me, the undersigned notary public, personally appeared Jason Tremblay
(name of document signer), proved to me through satisfactory evidence of identification, which were NH License
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.

	<u>[Signature]</u> NOTARY
--	------------------------------

DIVISION USE ONLY

REQUESTED BY:	[REDACTED]
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	

The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 860-4614.

APPLICANT'S STATEMENT

I, Colleen H Lyons the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory

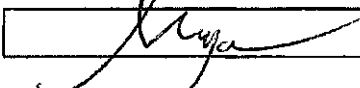
of RARE Hospitality Inc. dba Longhorn Steakhouse #5181
Name of the Entity/Corporation

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

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

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date:

7/11/2024

Title:

Colleen H Lyons, Assistant Secretary

ENTITY VOTE

The Board of Directors or LLC Managers of

Longhorn Steakhouse #5181

Entity Name

duly voted to apply to the Licensing Authority of

Haverhill

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

6/10/2024

Date of Meeting

For the following transactions (Check all that apply):

☒ Change of Manager

☐ Other

"VOTED: To authorize

Colleen H Lyons

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

Jason t Tremblay

Name of Liquor License Manager

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

A true copy attest,

Corporate Officer /LLC Manager Signature

Colleen H. Lyons, Assistant Secretary

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

Rita Hayward, Agent

(Print Name)

Commonwealth of Massachusetts

CERTIFICATE OF BIRTH

City of Haverhill December 2 19 98...

I, Barbara E. MacKinnon, hereby certify that I have examined the Records of Births in said City and find recorded therein the birth of

..... Jason Thomas Tremblay.....

..... June 13 1972.....

Date of birth

Number 489 Sex M Condition Color

Place of Birth Haverhill.....

Father James J. Tremblay.....

Full Name of Mother Susan M. Cartier Tremblay.....

Residence of Parents 24 Ninth av.....

Occupation of Father Vending Serviceman.....

Occupation of Mother -.....

Birthplace of Father Haverhill.....

Birthplace of Mother Negaunee Mich.....

Date of Record Jun 21 1972.....

I, Barbara E. MacKinnon, above named, depose and say that I hold the office of City Clerk of the City of Haverhill, in the County of Essex and Commonwealth of Massachusetts; that the records of Births, Marriages, and Deaths in said City and the former town of Bradford are in my custody, and that the above is a true extract from the Records of Births in said city.

WITNESS my hand and seal of the said City on the day and year first above written.

Barbara E MacKinnon
.....
City Clerk

Rita Hayward

From: customerservice@nCourt.com
Sent: Tuesday, July 30, 2024 7:50 PM
To: Rita Hayward
Subject: [EXTERNAL] Receipt from nCourt

This Message Is From an External Sender

CAUTION: Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, please report by clicking the Report Suspicious button here in the banner.

Report Suspicious

YOUR RECEIPT >>

Please include the payment receipt with your application. Thank you.

Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail

Address 1: 95 Fourth Street, Suite 3

City: Chelsea

State: Massachusetts

Zip: 02150

Payment On Behalf Of

First Name: Jason

Last Name: Tremblay

Address 1: 59 Plaistow Rd

City: Haverhill

State/Territory: MA

Zip: 01830

Phone: (978) 556-9720

Description	Applicant License or Registration Number	Amount
FILING FEES-RETAIL	Longhorn Steakhouse # 5181	\$200.00

Receipt Date: 7/30/2024 7:50:28 PM EDT
Invoice Number: 7ae83c79-68b1-42e7-850f-80e5b8712e65

Convenience Fee: \$0.35
Total Amount Paid: \$200.35

Billing Information

Organization Name

GMRI, Inc.

Address 1

1000 Darden Center Drive

City

Orlando

State/Territory

FL

Zip

32837

Credit/Debit Card Information

Card Type

Checking

Card Number

*****5725

Phone Number (407) 245-6787

Email rhayward@darden.com

IMPORTANT INFORMATION >>

Please verify the information shown above. Your payment has been submitted to the location listed above.

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 #: 7ae83c79-68b1-42e7-850f-80e5b3712e65

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Longhorn Steakhouse # 5181	\$200.00
		\$200.00

Total Convenience Fee: \$0.35

Date Paid: 7/30/2024 7:50:28 PM EDT

Total Amount Paid: \$200.35

Payment On Behalf Of

License Number or Business Name:
Longhorn Steakhouse # 5181

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
GMRI, Inc.

Last Name:

Address:
1000 Darden Center Drive

City:
Orlando

State:
FL

Zip Code:
32837

Email Address:
rhayward@darden.com

RECOMMENDATION OF THE INVESTIGATOR

Licensee: **Crusttown Inc**

City/Town: **Haverhill**

- | | | |
|--|--|--|
| <input type="checkbox"/> New License | <input checked="" type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Category |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Corporate Structure |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Alteration of Premises | <input type="checkbox"/> Change of DBA |
| <input checked="" type="checkbox"/> Change of Officers/Directors/LLC Managers | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> Change of Corporate Name |
| <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners, Trustees) | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Change of Class |
| <input type="checkbox"/> Other: | | <input type="checkbox"/> Change of License Type |

I have reviewed the application and recommend:

RETURN NO ACTION

CORI CHECK COMPLETE:

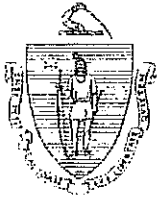
☐ No Criminal Record Found ☐ See CORI that indicates criminal history

Investigator Comments:

- ✓ Q 3 this is not a corporate name change please delete names listed
 - ✓ 6B states Rafeal Guzman 100% he is the proposed stockholder the current stockholder needs to be listed
 - ✓ corporate vote is missing the date
 - ✓ there is a loan listed from Argus Capital need a letter stating what is Argus Capital and need the copy of the loan
- Please re submit any question 617-908-8551

Special Investigator: **Timothy Hooton**

Date: **6/4/24**



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)

ENTITY/ LICENSEE NAME

07225-RS-052

CRUSTTOWN INC

ADDRESS

150 WASHINGTON ST

CITY/TOWN

HAVERHILL

STATE

MA

ZIP CODE

01832

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

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



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

Entity Name	Municipality	ABCC License Number
CRUSTTOWN INC	HAVERHILL	07225-RS-052

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.

Full-service restaurant which includes all type of alcoholic beverages.

APPLICATION CONTACT

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

Name	Title	Email	Phone
GARY ORTIZ	ACCOUNTANT	gotax14@gmail.com	9783902864

2. AMENDMENT-Change of License Classification

☐ **Change of License Category**

All Alcohol, Wine and Malt,
Wine Malt and Cordials

Last-Approved License Category

Requested New License Category

☐ **Change of License Class**

Seasonal or Annual

Last-Approved License Class

Requested New License Class

☐ **Change of License Type***

i.e. Restaurant to Club

*Certain License Types

CANNOT change once issued*

Last-Approved License Type

Requested New License Type

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**

☐ **Pledge of Inventory**

☐ **Pledge of Stock**

To whom is the pledge being made:

5. AMENDMENT-Change of Manager

☒ Change of License Manager

A. MANAGER INFORMATION

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

Proposed Manager Name RAFAEL A GUZMAN

Date of Birth [REDACTED] SSN [REDACTED]

Residential Address 857 AMESBURY ROAD, HAVERHILL MA 01830

Email rguzman@ragallianceinc.com

Phone 1 (781) 853-9076

Please indicate how many hours per week you intend to be on the licensed premises 60

Last-Approved License Manager ALEXANDER DEMORLA

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

☒ Yes ☐ No *Manager must be a U.S. Citizen

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

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

☐ Yes ☒ No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
02/12/2020	PRESENT	MANAGER	ARGUS BOSTON CAPITAL INC	SELF
04/27/2016	PRESENT	MANAGER	RAG ALLIANCE	SELF

D. PRIOR DISCIPLINARY ACTION

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

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

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

Manager's Signature

Rafael A. Guzman

Date 05/20/2024

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.

Name of Principal	Residential Address	SSN	DOB	
RAFAEL A GUZMAN	857 AMESBURY ROAD, HAVERHILL, MA 01830			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
PRESIDENT/DIRECTOR/TREASURER/SECRETARY	100%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

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

☐ Yes ☒ No

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement.

☐ Yes ☒ No

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.

Name of Principal	Title/Position	Percentage of Ownership
ALEXANDER DEMORLA	PRESIDENT	100%
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

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.

N/A

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.

N/A

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

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

7B. CHANGE OF LOCATION

Last-Approved Street Address

N/A

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.

contains approximately 1,326 Square feet and has current occupancy of 45 patrons, with total seating capacity of 38. The Kitchen contains approximately 440 square feet. There are also two restroom. There are two exit and one entrance. there is a basement shich contains aproximately 420 square feet.

Total Sq. Footage

1326

Seating Capacity

38

Occupancy Number

45

Number of Entrances

1

Number of Exits

3

Number of Floors

1

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

Lease



Landlord Name

GACEMA INC

Landlord Phone

9783902864

Landlord Email

GOTAX14@GMAIL.COM

Landlord Address

246 WINTER ST HAVERHILL MA 01830

Lease Beginning Date

08/01/2022

Rent per Month

\$3000

Lease Ending Date

07/21/2027

Rent per Year

\$36,000

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

☐ Yes ☒ No

10

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.

☐ Yes ☒ No

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.).

Entity Name	Address	Phone		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

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

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.

Name	License Type	License Name	Municipality

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.

Name	License Type	License Name	Municipality

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.

Licensee Name	License Type	Municipality	Date(s) of Agreement

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.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

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 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:

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):

\$150,000

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
N/A	
Total	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
ARGUS BOSTON CAPITAL INC	150,000	LOAN	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input checked="" type="radio"/> No

FINANCIAL INFORMATION

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

LOAN OF ARGUS BOSTON CAPITAL INC

APPLICANT'S STATEMENT

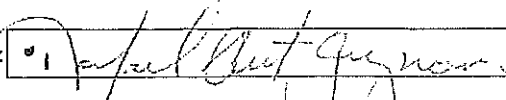
I, RAFAEL A GUZMAN the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory

of CRUSTTOWN
Name of the Entity/Corporation

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

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

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: 

Date: 05/20/2024

Title: PRESIDENT/DIRECTOR/TREASURER/SECRETARY

ADDITIONAL INFORMATION

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

ADDENDUM A

6. Change of Officers, Stock or Ownership Interest (Continued...)

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

Entity Name

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

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☒ No

US Citizen

☐ Yes ☒ No

MA Resident

☐ Yes ☒ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

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

ENTITY VOTE

The Board of Directors or LLC Managers of

CRUSTTOWN, INC.

Entity Name

duly voted to apply to the Licensing Authority of

HAVERHILL

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

05/20/2024

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

RAFAEL A GUZMAN

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."

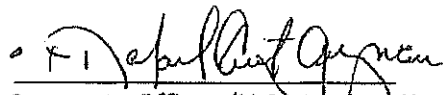
"VOTED: To appoint

RAFAEL A GUZMAN

Name of Liquor License Manager

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

A true copy attest,



Corporate Officer /LLC Manager Signature

• RAFAEL A. GUZMAN

(Print Name)

For Corporations ONLY

A true copy attest,



Corporate Clerk's Signature

• RAFAEL A. GUZMAN

(Print Name)

State of Massachusetts

BUSINESS LOAN AGREEMENT

This loan Agreement, is made as of this 01 day of May, 2024 by and between:

Lender(s): ARGUS BOSTON CAPITAL INC., located at 400 TRADE CENTER SUITE 1890, WOBURN, MA 01801, and who is denominated in this contract the FIRST PART.

Borrower(s): CRUSTTOWN INC., located at 150 Washington St, Haverhill, MA 01832, and who is denominated in this contract the SECOND PART.

The parties reach the following agreement:

1. Loan Amount. The FIRST PART agrees to loan the SECOND PART the total sum of \$150,000.00. The loan will be interest-free, and it will never accumulate late fees, and/or penalties during its duration.
2. Regular Payments. This loan is due and payable on or before January, 2050. All Payments under this Agreement will be applied to the Principal Balance. The loan shall be payable in installments equal to \$500.00. The first payment is due on December, 2024 and due thereafter in 300 equal consecutive Monthly installments. Each consecutive payment is due on the 01 day of the month.
3. The FIRST PART and, the SECOND PART agree that this contract will be fulfilled and remains as evidence for any future disagreements.


ARGUS BOSTON CAPITAL INC./PRESIDENT SIGNATURE

5/1/2024
DATE:


CRUSTTOWN INC./PRESIDENT SIGNATURE

5/1/2024
DATE:

ARGUS BOSTON CAPITAL INC

August 6, 2024

To Whom it May Concern:

Argus Boston Capital Inc is a legal company registered in the State of Massachusetts since February, 2020.

This company provides Point of Sale (POS), and Credit Card processing services to their customers. The systems that they offer help their clients to process and complete different payment transactions in their own businesses.

Please contact the President for any additional questions,

Rafael Guzman

Rafael Guzman

(781) 853-9076

Your Information

Payment For Staging

Receipt

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 #: 41e139e8-7c5d-49d0-839b-72f376763033**

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Jigdham LLC	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 7/24/2024 10:24:10 AM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:

Jigdham LLC

Fee Type:

FILING FEES-RETAIL

Billing Information

First Name:

Matthew

Last Name:

Porter

Address:

480 Turnpike Street

City:

South Easton

State:

MA

Zip Code:

02375

Email Address:

dkilroe@clozers.com



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

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION FOR A TRANSFER OF 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) 00159-PK-0520

ENTITY/ LICENSEE NAME Jigdham LLC

ADDRESS 426 Main Street

CITY/TOWN Haverhill STATE MA ZIP CODE 01830

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

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



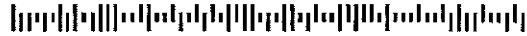
Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1293420192
Notice Date: July 1, 2024
Case ID: 0-002-461-825



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



JAYPRATHAM CORP
426 MAIN ST
HAVERHILL MA 01830-3315

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, JAYPRATHAM CORP is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



Certificate of Compliance

JAYPRATHAM CORP
426 MAIN ST
HAVERHILL MA 01830-3315

Date: July 1, 2024
Letter ID: L0002665726
Employer ID (FEIN): XX-XXX3052

Certificate ID: L0002665726

FEIN: 92-1573052

The Department of Unemployment Assistance certifies that as of 28-Jun-2024, JAYPRATHAM CORP is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149, §189.

This certificate expires on 28-Jul-2024 .

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@detma.org
Call us: (617) 626-5750



Department of Unemployment Assistance
Commonwealth of Massachusetts
Executive Office of Labor & Workforce Development

IMPORTANT NOTICE

This document contains important information. Please have it translated immediately.

В данном документе содержится важная информация. Вам необходимо срочно сделать перевод документа.

Este documento contiene información importante. Por favor, consiga una traducción inmediatamente.

Docikman sa gen enfòmasyon enpòtan. Tanpri fè yon moun tradwi l touswit.

Questo documento contiene informazioni importanti. La preghiamo di tradurlo immediatamente.

Este documento contém informações importantes. Por favor, traduzi-lo imediatamente.

此文件含有重要信息。請立即找人翻譯。

본 문서에는 중요한 정보가 포함되어 있습니다. 본 문서를 즉시 번역하도록 하십시오.

Tài liệu này có chứa thông tin quan trọng. Vui lòng dịch tài liệu này ngay.

ເອກະສານສະບັບນີ້ມີຂໍ້ມູນສຳຄັນ. ກະລຸນາພາກເອກະສານສະບັບນີ້ໄປແປທັນທີ.

ឯកសារនេះមានព័ត៌មានសំខាន់ៗ សូមបកប្រែវាយ៉ាងឆាប់រហ័ស។

Ce document contient des informations importantes. Veuillez le faire traduire au plus tôt.



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Transfer of License | <input checked="" type="checkbox"/> Pledge of Inventory | <input type="checkbox"/> Change of Class |
| <input type="checkbox"/> Alteration of Premises | <input checked="" type="checkbox"/> Pledge of License | <input type="checkbox"/> Change of Category |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Change of License Type
(\$12 ONLY, e.g. "club" to "restaurant") |
| <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Other <input type="text"/> | |

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.

Transfer of a Section 15 Package Store All Alcohol License from Jaypratham Corp to Jigdhham LLC for the business known as American Grocery located at 426 Main Street, Haverhill, MA 01830. The applicant, Jigdhham LLC, is comprised of two members Dharmesh V. Dave & Kinjal Patel. Jignashu Patel is the proposed Manager of the License. There is a Pledge of License/Inventory to the applicant's lender, Rockland Trust Company. No alterations to the location.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="Off-Premises-15"/>	<input type="text" value="\$15 Package Store"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

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

FEIN

Entity Name

DBA

Manager of Record

Street Address

Phone Email

Add'l Phone Website

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.

The premises consists of two floors with a total square footage of 2,416. There are two rooms on the first floor and two rooms on the second floor. There are two entrances and three exits.

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name	Jaypratham Corp	By what means is the license being transferred?	Purchase
------------------------	-----------------	---	----------

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Ripal K. Patel	President, Treasurer, Secretary, Director	100%

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.

Name of Principal	Residential Address	SSN	DOB	Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Dharmesh V. Dave	87 Main Street, Apt. 2L, North Andover, MA 01845			Manager/Member	70%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Kinjal Patel	8 Boutwell Road, Andover, MA 01810			Member	30%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

APPLICATION FOR A TRANSFER OF LICENSE

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

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

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

☐ Yes ☒ No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
Dharmesh Dave	Sec. 15 All Alcohol	DHRM LLC	Andover
Dharmesh Dave	Sec. 15 All Alcohol	Yakshil LLC (Sold)	North Andover
Dharmesh Dave	Sec. 15 All Alcohol	Anrush LLC	Haverhill

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

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

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. CORPORATE STRUCTURE

Entity Legal Structure

LLC

Date of Incorporation

6/9/2024

State of Incorporation

Massachusetts

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

424 Main Street, LLC

Landlord Phone

978-373-5611

Landlord Email

Babharb@aol.com

Landlord Address

55 Saltonstall Road, Haverhill, MA 01830

Lease Beginning Date

2/4/2023

Rent per Month

\$6,250

Lease Ending Date

2/3/2033

Rent per Year

\$75,000

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:

Matthew S. Porter

Phone:

(508) 2382510

Title:

Attorney

Email:

mporter@clozers.com

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	N/A
B. Purchase Price for Business Assets	\$500,000
C. Other* (Please specify)	\$125,000
D. Total Cost	\$625,000

*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.)

Name of Contributor	Amount of Contribution
Dharmesh Dave	\$25,000
Kinjal Patel	\$25,000
Total	\$50,000

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Rockland Trust Company	\$450,000	Commercial Loan	<input type="radio"/> Yes <input checked="" type="radio"/> No
Jaypratham Corp	\$125,000	Seller Financing	<input checked="" type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

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

The amount listed in 10C above is the estimated amount of inventory. Rockland Trust Company will be providing a commercial loan in the amount of \$450,000 and the Seller, Jaypratham Corp will finance \$125,000 (note and commitment letter attached). The shareholders, Dharmesh Dave and Kinjal Patel will provide the remaining funds.

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? Rockland Trust Company

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name **Jignashu Patel**

Date of Birth

SSN

Residential Address **8 Boutwell Rd Andover MA 01810**

Email **jignashu14@gmail.com**

Phone

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

40

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

☒ Yes

☐ No

*Manager must be a U.S. Citizen

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

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

☐ Yes

☒ No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
06/2018	08/2019	Buyer	Dacey's Market	Swetal Patel
01/2020	Current	Buyer	Groveland Liquor & Market	Tony Patel

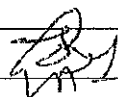
D. PRIOR DISCIPLINARY ACTION

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

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

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

Manager's Signature



Date

6/25/24

13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

☐ Yes ☒ No

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.).

Entity Name

Address

Phone

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

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?

☐ Yes ☐ No

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.

Name	License Type	License Name	Municipality

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.

Name	License Type	License Name	Municipality

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.

Licensee Name	License Type	Municipality	Date(s) of Agreement

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.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

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:

ADDITIONAL INFORMATION

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

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE - CONTINUED

Kinjal Patel, Sec. 15 All Alcohol, Mohil LLC, West Bridgewater

Kinjal Patel, Sec. 15 All Alcohol, Mokunj LLC, Georgetown

APPLICANT'S STATEMENT

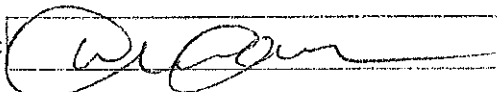
I, Dharmesh Dave the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory
of Jigdhham LLC
Name of the Entity/Corporation

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

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

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date:

6/23/24

Title:

Manager

CORPORATE VOTE

The Board of Directors or LLC Managers of Jigdham LLC
Entity Name

duly voted to apply to the Licensing Authority of Haverhill and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 6/18/2024
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize Dharmesh Dave
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 Dignashu Patel
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,

For Corporations ONLY

A true copy attest,


Corporate Officer / LLC Manager Signature

Corporation Clerk's Signature

DHARMESH DAVE
(Print Name)

(Print Name)

**The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division**

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Organization

(General Laws, Chapter 156C, Section 12)

Filing Fee: \$500.00

Identification Number:				001807630		(number will be assigned)					
1. The exact name of the limited liability company is:											
JIGDHAM LLC											
2. The address in the Commonwealth where the records will be maintained:											
Number and street:		69A ELM STREET									
Address 2:											
City or town:		NORTH ANDOVER		State:		MA		Zip code:		01845	
Country:		UNITED STATES									
3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person):											
PACKAGE STORE											
4. The latest date of dissolution, if specified: (mm/dd/yyyy)											
5. The name and address of the Resident Agent:											
Agent name:		DHARMESH V DAVE									
Number and street:		87 MAIN STREET									
Address 2:		APT 2L									
City or town:		NORTH ANDOVER		State:		MA		Zip code:		01845	
I DHARMESH V DAVE,											
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											

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

Title	Name	Address

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Name	Address

9. Additional matters:

10. This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than ninety (90) days from the date of filing is specified:

Later Effective Date (mm/dd/yyyy):

Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 9 Day of June, 2024,

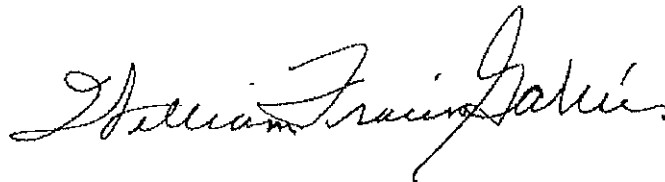
DHARMESH V DAVE

, Signature of Authorized Signatory.

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:

June 09, 2024 09:01 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)	00159-PK-0520	LICENSEE NAME:	Jigdhm LLC	CITY/TOWN:	Haverhill
--	---------------	----------------	------------	------------	-----------

APPLICANT INFORMATION

LAST NAME:	Patel	FIRST NAME:	Kinjal	MIDDLE NAME:	Prakashkumar			
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Ahmedabad, India					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	MEENABEN PATEL	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts			
GENDER:	FEMALE	HEIGHT:	5	4	WEIGHT:	125	EYE COLOR:	Black
CURRENT ADDRESS:	8 Boutwell Rd							
CITY/TOWN:	Andover	STATE:	MA	ZIP:	01810			
FORMER ADDRESS:	42 Kingston St							
CITY/TOWN:	North Andover	STATE:	MA	ZIP:	01845			

PRINT AND SIGN

PRINTED NAME:	kinjal P. Patel	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	-----------------	-------------------------------	--

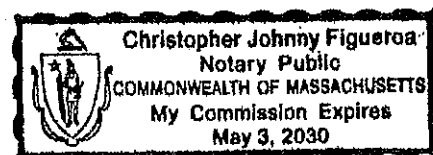
NOTARY INFORMATION

On this	31 st day of May 2024	before me, the undersigned notary public, personally appeared	Kinjal P. Patel
(name of document signer), proved to me through satisfactory evidence of identification, which were	Mass. Driver's License		
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
			 NOTARY

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4514.





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

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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: (IF EXISTING LICENSEE)	00159-PK-0520	LICENSEE NAME:	Jigdhm LLC	CITY/TOWN:	Haverhill
--	---------------	----------------	------------	------------	-----------

APPLICANT INFORMATION

LAST NAME:	DAVE	FIRST NAME:	DHARMESH	MIDDLE NAME:	V
MAIDEN NAME OR ALIAS (IF APPLICABLE):			PLACE OF BIRTH:	NADIAD, INDIA	
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	JYOTSNA SHELAT	DRIVER'S LICENSE #	[REDACTED]	STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	5 5	WEIGHT:	197
EYE COLOR:	BLACK				
CURRENT ADDRESS:	69A ELM ST REAR 1				
CITY/TOWN:	NORTH ANDOVER	STATE:	MA	ZIP:	01845
FORMER ADDRESS:	87 MAIN ST APT 2L				
CITY/TOWN:	NORTH ANDOVER	STATE:	MA	ZIP:	01845

PRINT AND SIGN

PRINTED NAME:	DHARMESH DAVE	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	---------------	-------------------------------	--

NOTARY INFORMATION

On this	MAY 31 2024	before me, the undersigned notary public, personally appeared	Dharmesh DAVE
(name of document signer), proved to me through satisfactory evidence of identification, which were	MA DL		
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
		 NOTARY	

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

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



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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSE)</small>	00159-PK-0520	LICENSEE NAME:	Jigdhm LLC	CITY/TOWN:	Haverhill
--	---------------	----------------	------------	------------	-----------

APPLICANT INFORMATION

LAST NAME:	Patel	FIRST NAME:	JIGNASHU	MIDDLE NAME:	Ratilal			
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Ahmedabad India					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Veenaben Patel	DRIVER'S LICEN:		STATE LIC. ISSUED:	Massachusetts			
GENDER:	Male	HEIGHT:	5	7	WEIGHT:	150 lbs	EYE COLOR:	Black
CURRENT ADDRESS:	8 Boutwell Rd							
CITY/TOWN:	Andover	STATE:	MA	ZIP:	01810			
FORMER ADDRESS:	42 Kingston St							
CITY/TOWN:	North Andover	STATE:	MA	ZIP:	01845			

PRINT AND SIGN

PRINTED NAME:	Jignashu Patel	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	----------------	-------------------------------	--

NOTARY INFORMATION

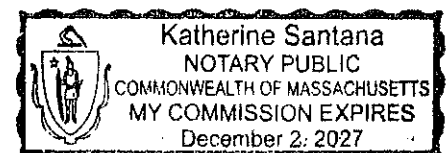
On this 24th day of June 2024, before me, the undersigned notary public, personally appeared Jignashu Patel (name of document signer), proved to me through satisfactory evidence of identification, which were MAX SIOGAZAK to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

[Signature]
NOTARY

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF COM-AUTHORIZED EMPLOYEE:	

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



ASSET PURCHASE AGREEMENT

AGREEMENT made this 17th day of May 2024 by and among and Jaypratham Corp., a Massachusetts corporation with a usual place of business at 426 Main Street, Haverhill, MA doing business as "American Grocery" at 426 Main Street, Haverhill, MA, (the "Seller") and Dharmesh Dave, an individual with a mailing address of 69A Elm Street, North Andover, MA 01845, or Nominee (the "Buyer").

WHEREAS, the Seller owns and operates a convenience store known "American Grocery" which business is located at 426 Main Street, Haverhill, MA (the "Business"); and

WHEREAS, Seller desires to sell to the Buyer and the Buyer desires to purchase from the Seller, the Business upon the terms and conditions hereinafter set forth.

In consideration of One and 00/100 (\$1.00) Dollar and other valuable considerations by each of the parties hereto to the other paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter set forth, the parties have agreed and by these presents do hereby agree as follows:

1. SALE OF CERTAIN ASSETS. The Seller agrees to sell and the Buyer agrees to buy the following assets of the Business (the "Assets"):

(a) Personal Property. All personal property now owned by the Seller, and used or usable in connection with the Businesses, including without limiting the generality of the foregoing, all furniture, fixtures and equipment, said personal property being more particularly described in the list attached hereto and marked "A" (the "Personal Property"). All Personal Property used in the Business and listed in Exhibit A is owned by, or shall be owned by, the Seller at the time of closing and conveyed to the Buyer free and clear of all licenses or encumbrances. Any equipment leases shall be paid off in full and terminated at the time of

closing and conveyed to the Buyer free and clear of said lease or any liens related thereto, unless otherwise noted in Exhibit B. Notwithstanding anything herein to the contrary HVAC Units are not included in this sale.

(b) Inventory. The inventory of the Business as hereinafter described, which shall be paid in accordance with Section 3(b) below.

(c) Business and Good Will. The Buyer shall be given all rights of the Seller to the Business and good will of the Seller and all of Seller's right to use the name "American Grocery" and the current telephone numbers of the Business.

(d) Transfer of Licenses. To the extent that they are transferable the Seller shall transfer to the Buyer all of the licenses currently used by the Seller in the operation of the Business, including the all alcoholic beverage package store license (the "Liquor License") issued to the Seller.

The Personal Property and inventory shall be transferred by a general Bill of Sale of the Seller conveying, free from all claims, liens and encumbrances, all of the assets to be sold pursuant to the terms hereof.

2. EXCLUSIONS. The following items of personal property are excluded from this sale:

(a) Money either in the bank in the name of the Seller or on the premises at the time of closing.

(b) Accounts receivable.

(c) Loans to employees.

(d) Corporate records, minute books, income or corporate excise tax returns or records relating thereto, bank records, monthly or annual accounting reports or accounts payable

vouchers, paid checks, general operating and receivable ledgers, cash receipt books, federal and state employee earnings reports, payroll records, journals, and other similar books and accounts, for any period or periods prior to the closing date.

3. PURCHASE PRICE.

(a) For said Bill of Sale, conveyance and transfer, the Buyer, or its nominee, shall pay the total sum of Five Hundred Thousand and 00/100 (\$500,000.00) Dollars as follows:

(i) Fifteen Thousand and 00/100 (\$15,000.00) Dollars is to be paid to Seller's lawyer upon the execution of this Agreement, the receipt of which is acknowledged by the Seller;

(ii) Four Hundred Eighty-Five Thousand and 00/100 (\$485,000.00) Dollars shall be paid by wire transfer, by certified or bank treasurer's check or by Buyer's closing counsel's IOLTA conveyancing account check at the time of closing; and

(b) Addition to Purchase Price. In addition to the purchase price set forth in paragraph (a) above, the Buyer, shall be responsible to pay to the Seller the amount of inventory of useable and saleable products for sale in the regular course of the Seller's business, at Seller's cost as determined by an independent audit company to be selected by mutual agreement of Buyer and Seller with costs of such audit company to be split equally between Buyer and Seller. The twenty-five (25%) percent of the amount of inventory shall be paid by Buyer at closing by wire transfer or by certified or bank treasurer's check, or an attorney's IOLTA check. Useable and saleable products shall not include inventory that is expired or damaged. The remaining seventy-five (75%) percent of the amount of inventory shall be paid by Buyer as follows: Twenty-five (25%) percent one month from the date of closing; Twenty-five (25%) percent two

months from the date of closing; and the remaining twenty-five (25%) percent three months from the date of closing, by wire transfer or by certified or bank treasurer's check . The balance due for the Inventory will be in a secured Note no interest until default. This Note shall also be guaranteed by Dharmesh Dave and Kinjal Patel. If any payment is more than 5 days in default, the note and the balance due, will bear interest at Twelve (12%) percent per annum until paid.

(c) Other Adjustments. Adjustments shall be made at the time of the closing for the following: prepaid license fees, utility deposits, and for all prepaid contracts and all other matters customarily adjusted at a closing for the sale of a business.

(d) Allocation of Purchase Price. The Purchase Price shall be allocated among the Personal Property and other business assets being sold as follows: Goodwill: \$360,000.00; Liquor License: \$75,000.00; and Equipment: \$65,000.00. . Seller and Purchaser agree that each will treat the foregoing allocation of the Purchase Price in a manner consistent with this section, in all tax returns filed by each party and in all tax investigations, audits or litigation relating to such returns.

4. REPRESENTATIONS AND COVENANTS OF SELLER. The Seller warrants, represents and covenants the following:

(a) The Seller is a Massachusetts corporation and as of the date of closing will be in good standing and legally existing.

(b) As of the date of closing, the Seller will be the owner and will have good and marketable title to all assets being sold, free and clear from all encumbrances except with regard to any assets otherwise noted on Exhibit A.

(c) The Seller, to its knowledge and belief, has complied with all laws, rules and regulations of the town, state and federal governments relative to the operation of a convenience store and deli.

(d) The Seller has not entered into any contract to sell or mortgage the Business or any portion thereof other than with the Buyer.

(e) As of the date of closing there will be no litigation or other proceedings pending known or threatened against the Seller.

(f) The Bill of Sale and instruments of assignment to be delivered at the closing will transfer to the Buyer all of the Personal Property used by the Seller at the location of the Business except with regard to any Personal Property otherwise noted on Exhibit A attached hereto.

(g) The Bill of Sale will state that this conveyance and transfer is free and clear from all encumbrances and will contain the usual warranties of title which will survive the closing.

(h) The Business will be conducted up to the date of the closing in accordance with all laws, rules and regulations of the town, state and federal governments, in its customary manner.

(i) No judgments, postings or liens will be outstanding at the time of closing against the Seller or against the Business.

(j) As of the date of closing the financial records of the Business given by the Seller to the Buyer shall have been true and accurate.

(k) Seller has not entered into any contracts regarding the Business which will be in effect at the time of closing except as otherwise disclosed on Exhibit B attached hereto.

(l) The Seller has paid or will pay prior to closing all social security, withholding and unemployment taxes relating to the operation of the Business and due and payable by it to the town, state and federal governments prior to the closing date.

(m) The Seller has filed or will file, prior to the closing or within ninety (90) days of when they are due, all tax returns required by law to be filed for all periods prior to the closing and has paid or will pay all taxes due and payable by Seller to the federal, state, county or town governments for all periods prior to the closing.

(n) At the time of closing, all furniture, furnishings, fixtures and equipment shall be in good working condition. The Buyer shall have the right to inspect the furniture, furnishings, fixtures and equipment at any time prior to closing to ensure Seller's compliance herewith.

5. NO ASSUMPTION OF LIABILITIES. The parties agree and acknowledge that the Buyer is not assuming any liabilities or obligations of the Seller whatsoever with regard to the Business unless expressly set forth herein. All amounts owed to liquor distributors and to the Massachusetts Lottery Commission, if applicable, shall be paid in full prior to the closing or from the sale proceeds. Seller shall pay any outstanding vendors at Closing.

6. CLOSING. The closing shall take place at the Buyer's counsel's office in or within fifteen (15) days after all licenses necessary to operate the business have been transferred to, or issued to, the Buyer, unless some other time and place shall have been mutually agreed upon. Provided, however, in the event that said licenses have not been obtained or transferred by a date one hundred and fifty (150) days from the date of the execution of this Agreement, either party may terminate this Agreement upon ten (10) days' written notice to the other (unless said licenses are obtained or transferred within such ten (10) day period in which event this Agreement shall not be terminated) and all deposits made hereunder shall be refunded forthwith.

At the closing, and as a condition precedent to the payment of the purchase price provided for in Paragraph 3 hereof, the Seller shall deliver to the Buyer the following documents:

(a) A Bill of Sale conveying good title to the Personal Property with the usual warranties of title in accordance with this agreement, free from all encumbrances.

(b) A Certificate of Good Standing issued by the Secretary of State's Office of the Commonwealth of Massachusetts.

(c) A Certificate of Good Standing and a waiver of tax lien issued by the Massachusetts Department of Revenue.

(d) A vote of all of the issued and outstanding shares of the stock of the Seller entitled to vote, authorizing the sale of the Business to the Buyer.

(e) Any other documents reasonably required by the Buyer's counsel in order to effectuate the transfer contemplated herein.

7. RISK OF LOSS. The Seller assumes all risks of destruction, loss or damage due to fire or other casualty up to the date of closing. If the destruction, loss or damage is such that the Business is substantially interrupted or curtailed, or if the amount of the damage is reasonably estimated to exceed the sum of Twenty-Five Thousand and 00/100 (\$25,000) Dollars, then the Buyer shall have the option to terminate this Agreement, and all payments made hereunder shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto. If the destruction, loss or damage is such that the Business is neither interrupted nor curtailed, the purchase price shall be adjusted by mutual agreement of the Buyer and Seller at the closing to reflect such destruction, loss or damage.

8. ACCEPTANCE OF BILL OF SALE. Except as herein otherwise provided, the acceptance of the Bill of Sale by the Buyer or his nominee 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 express terms hereof to be performed after the delivery of the instruments of transfer and the payment of the purchase price.

9. SURVIVAL OF REPRESENTATIONS. All representations, warranties, and agreements made by the Seller in this agreement or pursuant hereto, except as otherwise expressly stated, shall survive the closing for a period of one year.

10. INDEMNITY. The Seller agrees to indemnify and save harmless the Buyer against any loss, costs and expenses, including reasonable attorney's fees, which the Buyer may incur or sustain by reason of any claims made against the Buyer for any obligation incurred by the Seller for which the Buyer becomes liable including (i) any claims successfully asserted against Buyer arising out of Seller's ownership of the Business prior to the closing or sale of the Business and not assumed by the Buyer in writing, and (ii) any claim successfully asserted arising pursuant to Seller's representations or warranties contained in this Agreement. The obligations of the Seller and Coppola hereunder shall be joint and several.

The Buyer agrees to indemnify and save harmless the Seller against any loss, costs and expenses including reasonable attorney's fees, which Seller may have or sustain by reason of any claims made against the Seller which are the obligation of the Buyer.

11. EXTENSION OF TIME OF PERFORMANCE. If the Seller shall be unable to give title or to make delivery as above stipulated, any payments made under this Agreement shall be refunded and all other obligations of the parties hereto shall cease; PROVIDED, however, that Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as

provided herein, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty days.

2. DEPOSIT. All deposits made hereunder shall be held in escrow by the Seller's counsel, Robert D. Harb, Esquire, and duly accounted for at closing

3 BUYER'S DEFAULT. In the event of default of the Buyer hereunder, any deposit paid by the Buyer hereunder shall be retained by the Seller as liquidated damages, which shall be the sole remedy at law and in equity for the Seller. The Buyer and Seller agree that in the event of default by the Buyer the amount of damages suffered by the Seller will not be easy to ascertain with certainty and, therefore, Buyer and Seller agree that the amount of the Buyer's deposit represents a reasonable estimate of the damages likely to be suffered. Buyer and Seller consent to Seller's attorney Robert D Harb holding the deposit.

14. BROKER. It is agreed by and between the parties that no broker has been engaged for the sale of the Business. If it should be determined that any other broker or agent is due a commission the party engaging the services of such other broker or agent shall be fully and solely obligated to pay such commission.

5. CONDITIONS OF SALE. This Agreement is subject to the following:

(a) The transfer from Seller or the direct procurement by Buyer from appropriate authorities, of all necessary licenses, permits and approvals for the operation of a convenience store as the Business is currently being operated. This shall include the Liquor License, the lottery license, and tobacco license. The Seller will provide to the Buyer a certificate of good standing from the Massachusetts Department of Revenue ("MDOR COGS") and a Certificate of Compliance from the Massachusetts Division of Unemployment Assistance ("MDUA COC")

upon the execution of this Agreement which Buyer shall require in order to file an application for the transfer of the Liquor License.

Seller agrees to cooperate in the transfer of the Liquor License and to execute and deliver such documents and other things necessary or desirable to effectuate the submission of the Liquor Application and approval in a timely manner. Buyer shall be solely responsible for the transfer of the Liquor License and obtaining approval from the Liquor Commission for the security to Seller required by this Agreement; and Buyer shall use diligent efforts to pursue the Liquor Application and respond to all inquiries and reasonable requests for information from all applicable governmental and civic organizations. Failure of the Buyer to use diligent efforts in pursuing the Liquor Application shall be considered a default under the provisions of this Agreement. Notwithstanding the above, in the event the Liquor Application is denied to Buyer through no fault of the Seller, then this shall be considered a default by the Buyer under the provisions of this Agreement and the deposit shall immediately become the property of the Seller and all other obligations of both parties under this Agreement shall terminate.

(b) The Buyer's execution of an assignment of lease in the form of a lease attached hereto as Exhibit C.

(c) The Buyer obtaining a bank loan in the amount of \$400,000.00 on or before thirty (30) days from the execution of this Agreement. Said Assigned Lease to be guaranteed by Dharmesh Dave and Kinjal Patel.

If either of these conditions are not satisfied then all deposits hereunder shall be returned forthwith to the Buyer.

17. USE OF PURCHASE MONEY TO CLEAR TITLE. To enable the Seller to make conveyance and transfer as herein provided, the Seller may at the time of delivery of the

Bill of Sale and other instruments of transfer, use the purchase money or any portion thereof, to clear title of any or all encumbrances; PROVIDED, that all instruments so procured are recorded simultaneously, or reasonably thereafter, with the delivery of said Bill of Sale.

18. SELLER'S COOPERATION. Seller covenants that it will execute and deliver all such documents and instruments and take all such action as Buyer may reasonably request in order to further effectuate the purpose of this Agreement and to carry out the terms hereof. This covenant shall survive the closing.

19. NOTICES. Any notice, demand, request or other instrument which may be or is required to be given under this Agreement shall be deemed to have been duly given if in writing and (a) sent by facsimile, email or other commonly used mode of electronic or digital transmission, if a facsimile number or email address is provided in this Agreement; (b) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested; or (c) delivered personally or sent by a nationally recognized overnight courier, all charges prepaid, at the addresses of SELLER and BUYER as set forth in this Paragraph. Notice given to either party's legal counsel shall be deemed to have been given to the represented party. Such address or other contact information may be changed by written notice to the other party in accordance with this Paragraph.

If to the Buyer:

Matthew S. Porter, Esq.
480 Turnpike Street
S. Easton, MA 02375
(508) 238-2510 Phone
mporter@clozers.com

If to the Seller:

Robert D. Harb, Esq.

40 Kenoza Avenue
Haverhill, MA 01830
(978) 373-5611 Phone
(978) 373-7441 Fax
bobharb@aol.com

Notice given pursuant to the method described in (a) shall be deemed effective only upon receipt by the party to whom such notice is addressed, within the time frame applicable to such notice. All notices given pursuant to the methods described in (b) and (c) shall be deemed effective upon mailing. Either party may notify the other of a new address, in which case such new address shall be employed for all subsequent mailings. The effective date of such notice of new address shall be determined by the method of notice used pursuant to (a), (b) and (c) above. The parties agree that this Agreement and any amendment may be transmitted between them by facsimile, email or other commonly used mode of electronic or digital transmission. The parties intend that faxed, emailed or electronic or digital transmissions of signatures constitute original signatures for all purposes. It is agreed and understood that any amendment of the provisions of this Agreement, or any extension of this agreement, may be executed on behalf of a party by their counsel.

20. BENEFIT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives, provided that neither party shall assign any of its rights hereunder without the prior written consent of the other.

21. ENTIRE AGREEMENT MODIFICATION. This Agreement is to take effect as a sealed instrument and sets forth the entire agreement between the parties relative to the subject matters hereof and may be cancelled or modified only by a written instrument executed by the parties.

22. MASSACHUSETTS CONTRACT. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and may be executed in any number of counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument.

[Signatures on Following Page]

Signed as a sealed instrument on the date first above written.

Seller:

Buyer:

Jaypratham Corp.

By: R. K. Patel
Ripal Patel
Its President and Treasurer

[Signature]
Dharmesh Daye

"A"
Personal Property

Two reach in freezers;
One cash register;
One walk in cooler with 14 doors and 2 entrances;
One ATM machine;
One security system with security monitor;
All Existing Grondoli shelves; and
Five racks in basement

UNITED STATES OF AMERICA

No. 44065221

CERTIFICATE OF NATURALIZATION

Personal description of holder
as of date of naturalization:

Date of birth: JUNE 14, 1974

Sex: MALE

Height: 5 feet 07 inches

Martial status: MARRIED

Country of former nationality:
CANADA

USCIS Registration No. A088-566 492
I certify that the description given is true, and that the photograph affixed
hereto is a likeness of me.

(Complete and true signature of holder)

It is known that, pursuant to an application filed with the Secretary of
Homeland Security

at: LAWRENCE, MASSACHUSETTS

The Secretary, having found that

JIGNASHU RATILAL PATEL

residing at:

ANDOVER, MASSACHUSETTS

having complied in all respects with all of the applicable provisions of the
naturalization laws of the United States, being entitled to be admitted as
a citizen of the United States, and having taken the oath of allegiance at a
ceremony conducted by

U.S. CITIZENSHIP AND IMMIGRATION SERVICES

at: LAWRENCE, MASSACHUSETTS

on: APRIL 29, 2023

such person is admitted as a citizen of the United States of America

Wm M. Foster

U.S. Citizenship and Immigration Services



OFFICE OF THE ASSISTANT SECRETARY
CITIZENSHIP AND IMMIGRATION SERVICES

UNITED STATES DEPARTMENT OF HOMELAND SECURITY



P.O. Box 15284
Wilmington, DE 19850

DHARMESH V DAVE
69A ELM ST
NORTH ANDOVER, MA 01845-2625

BANK OF AMERICA

Preferred Rewards

Customer service information

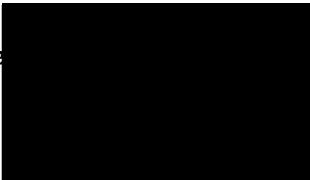
- 1.888.888.RWDS (1.888.888.7937)
En Español: 1.800.688.6086
- bankofamerica.com
- Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Adv Tiered Interest Chkg
Preferred Rewards Platinum

for March 14, 2024 to April 12, 2024

DHARMESH V DAVE

Account number



Account summary

Beginning balance on March 14, 2024	\$2,603.52
Deposits and other additions	8,325.00
Withdrawals and other subtractions	-4,221.91
Checks	-6,500.00
Service fees	-3.90
Ending balance on April 12, 2024	\$202.71
Interest Paid Year To Date: \$0.61.	

Can you spot a scam?

Be aware of these common red flags:



Contacted unexpectedly and asked for sensitive information



Pressured to act immediately



Asked to provide codes or click links to verify information



Share these tips with friends and family so they can help protect themselves
Scan this code or visit bofa.com/HelpProtectYourself to see trending scams

When you use the QRC feature certain information is collected from your mobile device for business purposes.

SSM-02-23-0079B | 5449173

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

How to Contact Us - You may call us at the telephone number listed on the front of this statement.

Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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Deposits and other additions

Date	Description	Amount
03/25/24	BKOFAMERICA MOBILE 03/25 3688993738 DEPOSIT *MOBILE NJ	975.00
03/25/24	BKOFAMERICA ATM 03/25 #000003580 DEPOSIT SOUTH LAWRENCE LAWRENCE MA	450.00
04/01/24	Online Banking transfer from SAV 4094 Confirmation# 4398880494	5,000.00
04/01/24	BKOFAMERICA MOBILE 03/30 3621602580 DEPOSIT *MOBILE NJ	900.00
04/04/24	Online Banking transfer from SAV 4094 Confirmation# 4721681290	100.00
04/10/24	BKOFAMERICA ATM 04/10 #000009112 DEPOSIT SOUTH LAWRENCE LAWRENCE MA	700.00
04/12/24	BKOFAMERICA ATM 04/12 #000001627 DEPOSIT SOUTH LAWRENCE LAWRENCE MA	200.00
Total deposits and other additions		\$8,325.00

Withdrawals and other subtractions

Date	Description	Amount
03/14/24	WELLS FARGO LINE OF CREDIT Bill Payment	-609.62
03/15/24	CHECKCARD 0314 DUNKIN #304968 Q35 ANDOVER MA 24943004075838000563010	-3.84
03/15/24	NorthAndover DES: Excise ID:20240313691918 INDN:Dharmesh Dave CO ID:0000001976 WEB	-109.44
03/15/24	NorthAndover DES: Excise ID:20240313691881 INDN:Dharmesh Dave CO ID:0000001976 WEB	-79.65
03/15/24	UniPayFee DES: One Fee ID:20240313691881 INDN:Dharmesh Dave CO ID:0000002053 WEB	-0.50
03/15/24	UniPayFee DES: One Fee ID:20240313691918 INDN:Dharmesh Dave CO ID:0000002053 WEB	-0.50
03/18/24	CHECKCARD 0316 WAL-MART #2903 CHELMSFORD MA	-18.03
03/18/24	CHECKCARD 0317 GLOBAL AMERICA LAWRENCE MA	-20.01
03/18/24	PLANET FIT DES:CLUB FEES ID:2407507649158 INDN:DHARMESH DAVE CO ID:1710602737 PPD PMT INFO:978-409-2363	-10.00
03/19/24	CHECKCARD 0318 DUNKIN #304968 Q35 ANDOVER MA 24943004079838000563958	-6.51

continued on the next page

How
are we
doing?

Your opinion is important to us.

You're invited to join the Bank of America® Advisory Panel and share what you think we're doing right—and what we need to do better. Enter code **CADD** at bankofamerica.com/AdvisoryPanel to learn more and join.

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Inclusion on the Advisory Panel subject to qualifications.



SSM-08-23-0758_B | 5901785

Withdrawals and other subtractions - continued

Date	Description	Amount
03/19/24	CHECKCARD 0319 WM SUPERCENTER TEWKSBURY MA	-17.00
03/19/24	COLUMBIA GAS OF MASSACHUSETTS Bill Payment	-92.03
03/19/24	NATIONAL GRID Bill Payment	-26.23
03/25/24	CHECKCARD 0324 BJS FUEL #9189 HAVERHILL MA 24137464085001085862316	-45.00
03/25/24	BJS WHOLESALE 03/24 #000221700 PURCHASE BJS WHOLESALE #0 HAVERHILL MA	-7.99
03/25/24	Zelle payment to Devyani Dave Conf# njpw0spjv	-100.00
03/25/24	PLYMOUTH ROCK AS DES:P&CMONTHLY ID:PRA00002384583 INDN:DAVE DHARMESH V. CO ID:1042800590 PPD	-57.83
03/29/24	CHECKCARD 0329 PRICELN*HOTEL UNIVERSE 203-299-8000 CT 24492154089717555020216	-271.12
04/01/24	CHECKCARD 0330 TST* DESI CHOWRASTHA - Nashua NH 24692164091101891705421	-21.68
04/01/24	BJ'S FUEL #903 03/30 #000306275 PURCHASE BJ'S FUEL #9039 2 NASHUA NH	-45.00
04/01/24	CHECKCARD 0331 BP#1944768CAPL MA0039 LOWELL MA 24122544092744006040069	-40.00
04/01/24	MARKET BASKET 04/01 #000974941 PURCHASE MARKET BASKET NORTH ANDOVER MA	-12.97
04/03/24	SCHRUENDERNOMINE DES:WEB PMTS ID:S7JL2G INDN:DharmeshDave CO ID:9000615921 WEB	-1,350.00
04/04/24	CHECKCARD 0403 TST* MARGARITA'S - METH METHUEN MA 24137464094500757346861	-237.22
04/04/24	CHECKCARD 0404 LS Bombay Chaat Paan Saint-LaurentQC 74099864094000055106069	-87.47
04/04/24	CVS/PHARM 0020 04/04 #000055803 PURCHASE CVS/PHARM 00209-- NORTH ANDOVER MA	-6.39
04/05/24	CHECKCARD 0404 BOUTIQUE HORS TAXES PH PHILIPSBURG QC 74703414095102780442404	-18.51
04/08/24	CHECKCARD 0404 TIM HORTONS #2439 LASALLE QC 74703414096103333179278	-20.11
04/08/24	CHECKCARD 0404 TIM HORTONS #2439 LASALLE QC 74703414096103333179294	-4.07
04/09/24	CHECKCARD 0408 BJS FUEL #9189 HAVERHILL MA 24137464100001120549457	-42.00
04/10/24	MARKET BASKET 04/10 #000200409 PURCHASE MARKET BASKET TEWKSBURY MA	-13.47
04/11/24	CHECKCARD 0409 TST* KASHMIR INDIAN CUI Salem NH 24692164101107230639690	-40.33
04/11/24	DISCOVER CARD Bill Payment	-200.00
04/12/24	WELLS FARGO LINE OF CREDIT Bill Payment	-607.39
Total withdrawals and other subtractions		-\$4,221.91

Checks

Date	Check #	Amount
03/14/24	529	-1,500.00

Date	Check #	Amount
04/01/24	543*	-5,000.00

Total checks **-\$6,500.00**

Total # of checks **2**

* There is a gap in sequential check numbers

Service fees

Date	Transaction description	Amount
04/04/24	CHECKCARD 0404 LS Bombay Chaat Paan Saint-LaurentQC 74099864094000055106069 INTERNATIONAL TRANSACTION FEE	-2.62
04/05/24	CHECKCARD 0404 BOUTIQUE HORS TAXES PH PHILIPSBURG QC 74703414095102780442404 INTERNATIONAL TRANSACTION FEE	-0.56
04/08/24	CHECKCARD 0404 TIM HORTONS #2439 LASALLE QC 74703414096103333179278 INTERNATIONAL TRANSACTION FEE	-0.60
04/08/24	CHECKCARD 0404 TIM HORTONS #2439 LASALLE QC 74703414096103333179294 INTERNATIONAL TRANSACTION FEE	-0.12
Total service fees		-\$3.90

Note your Ending Balance already reflects the subtraction of Service Fees.

Braille and Large Print Request - You can request a copy of this statement in Braille or Large Print by calling 800.432.1000 or going to bankofamerica.com and enter Visually Impaired Access from the home page.

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DHARMESH V DAVE | [REDACTED] | March 14, 2024 to April 12, 2024

Check images

Account number: 3810 2679 5241

Check number: 529 | Amount: \$1,500.00

DHARMESH V DAVE
60A ELM ST REAR 1
NORTH ANDOVER, MA 01845-2626

14 01
3/14/24
529
3526719 NA
724

Pay To The
Order Of Bill Lyons \$ 1500.00

one thousand five hundred & 00/100 Dollars

BANK OF AMERICA

AGH INT 021200329

For March 24 [REDACTED]

Check number: 543 | Amount: \$5,000.00

DHARMESH V DAVE
60A ELM ST REAR 1
NORTH ANDOVER, MA 01845-2626

11/1/24
543
3526719 NA
724

Pay To The
Order Of Kajal Patel \$ 5000.00

Five thousand & 00/100 Dollars

BANK OF AMERICA

AGH INT 021200329

For [REDACTED]



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P.O. Box 15284
Wilmington, DE 19850

DHARMESH V DAVE
69A ELM ST
NORTH ANDOVER, MA 01845-2625

BANK OF AMERICA

Preferred Rewards

Customer service information

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En Español: 1.800.688.6086

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P.O. Box 25118
Tampa, FL 33622-5118

Your Adv Tiered Interest Chkg Preferred Rewards Platinum

for May 15, 2024 to June 11, 2024

DHARMESH V DAVE

Account number

Account summary

Beginning balance on May 15, 2024	\$20,151.82
Deposits and other additions	52,900.13
Withdrawals and other subtractions	-3,494.83
Checks	-16,500.00
Service fees	-0.00
Ending balance on June 11, 2024	\$53,057.12

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$0.79.

zelle

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Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices.
Message and data rates may apply.

SSM-02-24-0561.8 | 6172043

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Deposits and other additions

Date	Description	Amount
05/15/24	BKOFAMERICA MOBILE 05/15 3719922490 DEPOSIT *MOBILE NJ	900.00
05/31/24	BOFA FIN CTR 05/31 #000001186 DEPOSIT 67 Winthrop Ave U Lawrence MA	27,000.00
06/11/24	BKOFAMERICA ATM 06/11 #000009300 DEPOSIT SOUTH LAWRENCE LAWRENCE MA	25,000.00
06/11/24	Interest Earned	0.13
Total deposits and other additions		\$52,900.13

Withdrawals and other subtractions

Date	Description	Amount
05/15/24	Columbia Gas of Massachusetts Bill Payment	-68.26
05/15/24	National Grid Bill Payment	-18.52
05/16/24	CHECKCARD 0514 TST* TUSCAN MARKET VILL Salem NH 24692164136106490470217	-43.00
05/16/24	CHECKCARD 0515 JAY GEES ICE CREAM-SALE SALEM NH 24013394136003264729750	-13.40
05/16/24	CHECKCARD 0515 BJS FUEL #9189 HAVERHILL MA 24137464137001246799942	-40.01
05/16/24	CHECKCARD 0515 PRIYA INDIAN CUISINE LOWELL MA 24733094137400625000240	-35.00
05/17/24	PLANET FIT DES:CLUB FEES ID:2413701054393 INDN:DHARMESH DAVE CO ID:1710602737 PPD PMT INFO:978-409-2363	-10.00
05/20/24	CHECKCARD 0518 TGIF 64157 METHUEN MA 24943004140091506001231	-25.50
05/20/24	CHECKCARD 0518 BJS FUEL #9189 HAVERHILL MA 24137464140001174075856	-48.00
05/20/24	CHECKCARD 0519 PATEL BROTHERS NASHUA NH 24137464141600202480969	-52.32
05/22/24	PLYMOUTH ROCK AS DES:P&CMONTHLY ID:PRA00002384583 INDN:DAVE DHARMESH V. CO ID:1042800590 PPD	-64.42
05/23/24	CHECKCARD 0522 BJS FUEL #9189 HAVERHILL MA 24137464144001258998805	-35.01
05/24/24	CHECKCARD 0523 APPLEBEES 2109023 TEWKSBURY MA 24943004144796594222483	-65.70
05/28/24	CHECKCARD 0525 93928 THE BORGATA ATLANTIC CITYNJ 24435654147200973403370	-10.00
05/28/24	CHECKCARD 0526 TST* THAC WP ATLANTIC CITYNJ 24137464147500950294550	-23.44

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Important information about payment scams

We will never...

- call and ask you to send money using Zelle® to yourself or anyone else.
- contact you via phone or text to ask for a security code.
- reach out to you and ask you to send money or provide a code. If someone unfamiliar to you does this, it's likely a scam.

Treat Zelle® payments like cash – once you send money, you're unlikely to get it back.

Learn more about trending scams at bofa.com/helpprotectyourself

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SSM-09-23-0692A | 6039180

Withdrawals and other subtractions - continued

Date	Description	Amount
05/28/24	PURCHASE 0525 UBER TRIP HELP.UBER.COMCA	-16.90
05/28/24	CHECKCARD 0525 93928 THE BORGATA ATLANTIC CITYNJ 24435654147200973300337	-10.00
05/28/24	CHECKCARD 0526 DUNKIN #362561 RIDGEFIELD NJ 24943004148838001301777	-3.42
05/28/24	MARKET BASKET 05/27 #000124694 PURCHASE MARKET BASKET NORTH ANDOVER MA	-14.06
05/31/24	CHECKCARD 0531 GLOBAL AMERICA LAWRENCE MA	-40.06
06/03/24	CHECKCARD 0531 TST* KARMA BURLINGTON Burlington MA 24692164153107518223461	-90.43
06/03/24	CHECKCARD 0602 TST* TONY C'S SPORTS BA BURLINGTON MA 24137464154501024789765	-19.00
06/05/24	CHECKCARD 0603 TST* KASHMIR INDIAN CUI Salem NH 24692164156100353044909	-174.64
06/05/24	SCHRUENDERNOMINE DES:WEB PMTS ID:C8YVGG INDN:DharmeshDave CO ID:9000615921 WEB	-1,350.00
06/06/24	CHECKCARD 0605 BJS FUEL #9189 HAVERHILL MA 24137464158001265033334	-50.00
06/10/24	CHECKCARD 0607 MI MEXICO LINDO METHUEN MA 24013394159001631128385	-60.45
06/10/24	CHECKCARD 0610 GLOBAL AMERICA LAWRENCE MA	-30.00
06/10/24	MARKET BASKET 06/10 #000565037 PURCHASE MARKET BASKET NORTH ANDOVER MA	-21.41
06/10/24	Discover Card Bill Payment	-1,000.00
06/11/24	CHECKCARD 0610 TST* MARGARITA'S - METH METHUEN MA 24137464162500780859127	-61.88
Total withdrawals and other subtractions		-\$3,494.83

Checks

Date	Check #	Amount	Date	Check #	Amount
06/10/24	532	-1,500.00	05/20/24	545*	-15,000.00
			Total checks		-\$16,500.00
			Total # of checks		2

* There is a gap in sequential check numbers

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DHARMESH V DAVE | Account [REDACTED] | May 15, 2024 to June 11, 2024

Check images

Account number: 3810 2679 5241

Check number: 532 | Amount: \$1,500.00

Check number: 545 | Amount: \$15,000.00

DHARMESH V DAVE
80A ELAM ST REAR 1
NORTH ANDOVER, MA 01845-2025

10th 532
6/15/24

Pay To The Order Of Bill Lyons \$ 1500.00

one thousand five hundred & 00/100 Dollars

BANK OF AMERICA

FOR June 24 [Signature]

DHARMESH V DAVE
80A ELAM ST REAR 1
NORTH ANDOVER, MA 01845-2025

545

5/24/24

Pay To The Order Of Robert D. Hub \$ 15000.00

Fifteen Thousand & 00/100 Dollars

BANK OF AMERICA

FOR Amica Grocery Deposit [Signature]



P.O. Box 15284
Wilmington, DE 19850

DHARMESH V DAVE
69A ELM ST
NORTH ANDOVER, MA 01845-2625

BANK OF AMERICA

Preferred Rewards

Customer service information

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✉ Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Adv Tiered Interest Chkg Preferred Rewards Platinum

for April 13, 2024 to May 14, 2024

DHARMESH V DAVE

Account number

Account summary

Beginning balance on April 13, 2024	\$202.71
Deposits and other additions	33,482.05
Withdrawals and other subtractions	-10,031.94
Checks	-3,501.00
Service fees	-0.00
Ending balance on May 14, 2024	\$20,151.82

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$0.66.

Check fraud is on the rise

Consider writing fewer checks and paying bills in our Mobile app, Online Banking, or setting up automatic payments directly on utility sites.

Scan the code to learn more or visit: bofa.com/HelpPreventFraud



When you use the QRC feature, certain information is collected from your mobile device for business purposes. Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply.

SSM-05-23-0809.C | 5695722

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Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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Deposits and other additions

Date	Description	Amount
04/15/24	Online Banking transfer from SAV 4094 Confirmation# 4619608355	5,000.00
04/15/24	BKOFAMERICA ATM 04/15 #000002615 DEPOSIT SOUTH LAWRENCE LAWRENCE MA	2,000.00
04/16/24	Online Banking transfer from SAV 4094 Confirmation# 4428432183	100.00
04/23/24	BKOFAMERICA ATM 04/23 #000005767 DEPOSIT SOUTH LAWRENCE LAWRENCE MA	250.00
04/25/24	BKOFAMERICA ATM 04/25 #000007352 DEPOSIT SOUTH LAWRENCE LAWRENCE MA	400.00
04/29/24	BKOFAMERICA MOBILE 04/29 3706053267 DEPOSIT *MOBILE NJ	1,898.00
05/02/24	BKOFAMERICA ATM 05/02 #000008196 DEPOSIT SOUTH LAWRENCE LAWRENCE MA	1,600.00
05/06/24	BOFA FIN CTR 05/06 #000005025 DEPOSIT 67 Winthrop Ave U Lawrence MA	22,234.00
05/14/24	Interest Earned	0.05
Total deposits and other additions		\$33,482.05

Withdrawals and other subtractions

Date	Description	Amount
04/15/24	CHECKCARD 0413 PATEL BROTHERS NASHUA NH 24137464105600219941023	-24.88
04/15/24	CHECKCARD 0415 TST* HEAV'NLY DONUTS - NORTH ANDOVERMA 24137464106001107196896	-3.41
04/15/24	IRS DES:USATAXPYMT ID:240450631580158 INDN:DHARMESH V DAVE CO ID:3387702000 WEB	-5,000.00
04/15/24	VERIZON DES:PAYMENTREC ID:7566086570001 INDN:DHARMESHDAVE CO ID:9783397101 WEB	-43.99
04/16/24	CHECKCARD 0415 ROY'S STOP & GO LAWRENCE MA 24054494106027018405304	-38.00
04/17/24	PLANET FIT DES:CLUB FEES ID:2410705441204 INDN:DHARMESH DAVE CO ID:1710602737 PPD PMT INFO:978-409-2363	-10.00
04/19/24	CHECKCARD 0418 BJS FUEL #9189 HAVERHILL MA 24137464110001199338285	-40.00
04/23/24	Zelle payment to Devyani Dave Conf# r9b0fmsl1	-100.00
04/23/24	WAL Wal-Mart S 04/23 #000848491 PURCHASE 2222 WAL-SAMS TEWKSBURY MA	-22.96

continued on the next page



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Investment products: **Are Not FDIC Insured** **Are Not Bank Guaranteed** **May Lose Value**

SSM-09-23-0653.B | 5967826

Withdrawals and other subtractions - continued

Date	Description	Amount
04/23/24	PLYMOUTH ROCK AS DES:P&CMONTHLY ID:PRA00002384583 INDN:DAVE DHARMESH V. CO ID:1042800590 PPD	-64.46
04/23/24	COLUMBIA GAS OF MASSACHUSETTS Bill Payment	-61.46
04/23/24	NATIONAL GRID Bill Payment	-27.76
04/25/24	CHECKCARD 0424 BJS FUEL #9189 HAVERHILL MA 24137464116001219849265	-40.00
04/26/24	VENMO DES:PAYMENT ID:1033991828049 INDN:DHARMESH DAVE CO ID:3264681992 WEB	-153.00
04/29/24	CHECKCARD 0426 TST* CASA BLANCA - ANDO Andover MA 24692164118101297069496	-83.46
04/29/24	CHECKCARD 0428 BJ'S FUEL #9220 MANCHESTER NH 24137464120001107598184	-35.00
04/29/24	CHECKCARD 0428 DUNKIN #331822 Q35 GEORGETOWN MA 24943004120838000621441	-10.23
04/29/24	MARKET BASKET 04/28 #000545125 PURCHASE MARKET BASKET NORTH ANDOVER MA	-19.89
05/02/24	DISCOVER CARD Bill Payment	-2,000.00
05/03/24	CHECKCARD 0502 BJS FUEL #9189 HAVERHILL MA 24137464124001252322808	-49.01
05/03/24	CHECKCARD 0502 SQ *JEFF AND MARIA'S IC Groveland MA 24692164123105929139513	-10.14
05/03/24	SCHRUENDERNOMINE DES:WEB PMTS ID:BTRB8G INDN:DharmeshDave CO ID:9000615921 WEB	-1,350.00
05/06/24	CHECKCARD 0504 TGIF 64157 METHUEN MA 24943004126091502001381	-33.61
05/06/24	CHECKCARD 0504 PIZZA HUT 039660 NASHUA NH 24943004126400216000227	-36.18
05/07/24	CHECKCARD 0506 DUNKIN #331822 Q35 GEORGETOWN MA 24943004128838001017815	-6.18
05/09/24	BJS WHOLESALE 05/09 #000048849 PURCHASE BJS WHOLESALE #0 HAVERHILL MA	-22.12
05/10/24	CHECKCARD 0509 BJS FUEL #9189 HAVERHILL MA 24137464131001304416526	-41.31
05/10/24	MARKET BASKET 05/10 #000045775 PURCHASE MARKET BASKET NORTH ANDOVER MA	-12.97
05/13/24	WELLS FARGO LINE OF CREDIT Bill Payment	-625.00
05/14/24	CHECKCARD 0512 THE PIZZA BAR TEWKSBURY MA 24551934134016015827304	-22.93
05/14/24	VERIZON DES:PAYMENTREC ID:7566086570001 INDN:DHARMESHDAVE CO ID:9783397101 WEB	-43.99
Total withdrawals and other subtractions		-\$10,031.94

Checks

Date	Check #	Amount	Date	Check #	Amount
04/15/24	530	-1,500.00	04/15/24	544*	-501.00
05/10/24	531	-1,500.00			
Total checks					-\$3,501.00
Total # of checks					3

* There is a gap in sequential check numbers

Braille and Large Print Request - You can request a copy of this statement in Braille or Large Print by calling 800.432.1000 or going to [bankofamerica.com](https://www.bankofamerica.com) and enter Visually Impaired Access from the home page.



DHARMESH V DAVE | [REDACTED]

April 13, 2024 to May 14, 2024

Check images

Account number: 3810 2679 5241

Check number: 530 | Amount: \$1,500.00

Check number: 531 | Amount: \$1,500.00

DHARMESH V DAVE
60A ELM ST REAR 1
NORTH ANDOVER, MA 01845-2625

4/15/24

530

Pay To The Order Of Bill Lynn \$ 1500.00

One thousand five hundred & 00/100

BANK OF AMERICA

ACH NIT 021000020

For April 24

[Signature]

DHARMESH V DAVE
60A ELM ST REAR 1
NORTH ANDOVER, MA 01845-2625

04/16/24

531

Pay To The Order Of Bill Lynn \$ 1500.00

One thousand five hundred & 00/100

BANK OF AMERICA

ACH NIT 021000020

For May 24

[Signature]

Check number: 544 | Amount: \$501.00

DHARMESH V DAVE
60A ELM ST REAR 1
NORTH ANDOVER, MA 01845-2625

4/16/24

544

Pay To The Order Of Shirley Sumner, Treas. Fitch Sanders & Co. \$ 501.00

Five hundred one & 00/100

BANK OF AMERICA

ACH NIT 021000020

For 4/16/24

[Signature]

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STATEMENT OF ACCOUNT



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KINJAL PRAKASHKUMAR PATEL
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Page: 1 of 4
Statement Period: Mar 26 2024-Apr 25 2024
Cust Ref #:
Primary Account #:

TD Premier Checking

KINJAL PRAKASHKUMAR PATEL
JIGNASHU RATILAL PATEL

Account

ACCOUNT SUMMARY

Beginning Balance	11,921.33	Average Collected Balance	10,431.57
Deposits	10,261.64	Interest Earned This Period	0.09
Electronic Deposits	0.30	Interest Paid Year-to-Date	0.58
Other Credits	0.09	Annual Percentage Yield Earned	0.01%
		Days in Period	31
Electronic Payments	11,494.03		
Ending Balance	10,689.33		

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

DAILY ACCOUNT ACTIVITY

Deposits

POSTING DATE	DESCRIPTION	AMOUNT
04/01	DEPOSIT	2,000.00
04/11	DEPOSIT	2,761.64
04/16	DEPOSIT	3,000.00
04/18	DEPOSIT	2,500.00
	Subtotal:	10,261.64

Electronic Deposits

POSTING DATE	DESCRIPTION	AMOUNT
04/18	ACH DEPOSIT, ELYT INC MERCURYACH MRCR-FZS25C2Z1M	0.10
04/18	ACH DEPOSIT, ELYT INC MERCURYACH MRCR-R6CWO3I51K	0.20
	Subtotal:	0.30

Other Credits

POSTING DATE	DESCRIPTION	AMOUNT
04/25	INTEREST PAID	0.09
	Subtotal:	0.09

Electronic Payments

POSTING DATE	DESCRIPTION	AMOUNT
04/01	ACH DEBIT, JPMORGAN CHASE CHASE ACH ****700574	1,175.19
04/02	ELECTRONIC PMT-WEB, ANDOVER EXCISE ****0330882144	78.56
04/02	ELECTRONIC PMT-WEB, ANDOVER EXCISE ****0330882134	1,036.26
04/03	ELECTRONIC PMT-WEB, NGRID05 NGRID05WEB ****851018	224.34
04/04	ACH DEBIT, HONDA PMT 8005435636 2SDFJ5MG6SG26PD	365.83

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How to Balance your Account

Page:

2 of 4

Begin by adjusting your account register as follows:

- Subtract any services charges shown on this statement.
- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

1. Your ending balance shown on this statement is:
2. List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
3. Subtotal by adding lines 1 and 2.
4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

1	Ending Balance	10,689.33
2	Total Deposits	+
3	Sub Total	
4	Total Withdrawals	-
5	Adjusted Balance	

2	DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
	Total Deposits		2

4	WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

	WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
	Total Withdrawals		4

FOR CONSUMER ACCOUNTS ONLY — IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer, telephone the bank immediately at the phone number listed on the front of your statement or write to:

TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

- Your name and account number.
- A description of the error or transaction you are unsure about.
- The dollar amount and date of the suspected error.

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

INTEREST NOTICE

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

FOR CONSUMER LOAN ACCOUNTS ONLY — BILLING RIGHTS SUMMARY

In case of Errors or Questions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

FINANCE CHARGES: Although the Bank uses the Daily Balance method to calculate the finance charge on your Moneyline/Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section on the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.



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STATEMENT OF ACCOUNT

KINJAL PRAKASHKUMAR PATEL
JIGNASHU RATILAL PATEL

Page: 3 of 4
Statement Period: Mar 26 2024-Apr 25 2024
Cust Ref #:
Primary Account #:

DAILY ACCOUNT ACTIVITY

Electronic Payments (continued)

POSTING DATE	DESCRIPTION	AMOUNT
04/08	eTransfer Debit, Online Xfer Transfer to CC 4839503460355417	2,283.84
04/10	ELECTRONIC PMT-WEB, WELLS FARGO CARD CCPYMT ****3613021558	360.00
04/11	ELECTRONIC PMT-WEB, CAPITAL ONE CRCARDPMT 3XAC7RF2R48DQ5M	66.92
04/11	ELECTRONIC PMT-WEB, VILLAGE GREEN WE VILLAGE GR FT****13086	567.00
04/15	ACH DEBIT, JPMORGAN CHASE CHASE ACH ****875906	4,797.84
04/19	ELECTRONIC PMT-WEB, TD BANK, NA WEB PMT ****01053814817	74.00
04/23	ELECTRONIC PMT-WEB, VERIZON PAYMENTREC ****063320001	83.99
04/25	ELECTRONIC PMT-WEB, COMMONWEALTH MAS ECHECK WEB ****139904	60.00
04/25	ELECTRONIC PMT-WEB, ANDOVER WATER ****04221087451	320.26
Subtotal:		11,494.03

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
03/25	11,921.33	04/11	10,525.03
04/01	12,746.14	04/15	5,727.19
04/02	11,631.32	04/16	8,727.19
04/03	11,406.98	04/18	11,227.49
04/04	11,041.15	04/19	11,153.49
04/08	8,757.31	04/23	11,069.50
04/10	8,397.31	04/25	10,689.33

Please see important information on the back page

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STATEMENT OF ACCOUNT

KINJAL PRAKASHKUMAR PATEL
JIGNASHU RATILAL PATEL

Page: 4 of 4
Statement Period: Mar 26 2024-Apr 25 2024
Cust Ref #:
Primary Account #:

Overdraft Notifications Are Going Digital

Beginning **June 1, 2024**, you'll no longer receive Overdraft Notifications via mail if you have insufficient funds or overdraw your account. But don't worry, they are available digitally in TD Online Banking.

To access the notifications:

1. Log into TD Online Banking.
2. Select Account Options ➡ Bank Account Statement Settings.
3. Select applicable account from Eligible Accounts dropdown.
4. Click on Overdraft Notices.

Want to be notified immediately? Ensure your push notifications for TD Alerts are turned on. Here's how to set up alerts:

Online Banking:

1. Log into TD Online Banking.
2. Select Account Options.
3. Select TD Alerts.
4. Turn on Overdraft Threshold and Overdraft Grace Periods.

Mobile App:

1. Log into the TD Mobile Banking app.
2. Select Menu.
3. Select TD Alerts.
4. Select Bank Accounts.
5. Turn on Overdraft Threshold and Overdraft Grace Periods.

As a reminder, you will receive an Overdraft Threshold email if you overdraw your account by more than \$50 if you have an email address on file with us. You'll also receive an Overdraft Grace Period email communicating the timeframe in which you can add funds to your account to reverse the overdraft fee. Visit <https://www.td.com/overdraftservices> to learn more.

Not enrolled in Online Banking? Sign up at tdbank.com.

Questions?

Visit a TD Bank location or give us a call anytime.

Call 1-800-747-7000 for 24-hour Bank-by-Phone services or connect to www.tdbank.com



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Page: 1 of 3
Statement Period: Apr 26 2024-May 25 2024
Cust Ref #:
Primary Account #:

TD Premier Checking

KINJAL PRAKASHKUMAR PATEL
JIGNASHU RATILAL PATEL

Account #

ACCOUNT SUMMARY

Beginning Balance	10,689.33	Average Collected Balance	29,733.67
Deposits	3,000.00	Interest Earned This Period	0.24
Other Credits	25,000.24	Interest Paid Year-to-Date	0.82
		Annual Percentage Yield Earned	0.01%
Electronic Payments	7,441.59	Days in Period	30
Ending Balance	31,247.98		

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

DAILY ACCOUNT ACTIVITY

Deposits

POSTING DATE	DESCRIPTION	AMOUNT
05/14	DEPOSIT	3,000.00
	Subtotal:	3,000.00

Other Credits

POSTING DATE	DESCRIPTION	AMOUNT
04/30	WIRE TRANSFER INCOMING, ELYT INC.	25,000.00
05/24	INTEREST PAID	0.24
	Subtotal:	25,000.24

Electronic Payments

POSTING DATE	DESCRIPTION	AMOUNT
05/01	ACH DEBIT, JPMORGAN CHASE CHASE ACH ****700574	1,175.19
05/06	ACH DEBIT, HONDA PMT 8005435636 2SIWHUPS5B1AR0Q	365.83
05/13	ELECTRONIC PMT-WEB, CAPITAL ONE CRCARDPMT 3XGO4CVWVOS9VVU	584.74
05/13	ACH DEBIT, JPMORGAN CHASE CHASE ACH ****875906	4,797.84
05/14	ELECTRONIC PMT-WEB, WELLS FARGO CARD CCPYMT ****3613021558	360.00
05/20	ELECTRONIC PMT-WEB, TD BANK, NA WEB PMT ****01053814817	74.00
05/22	ELECTRONIC PMT-WEB, VERIZON PAYMENTREC ****063320001	83.99
	Subtotal:	7,441.59

Call 1-800-747-7000 for 24-hour Bank-by-Phone services or connect to www.tdbank.com

How to Balance your Account

Page:

2 of 3

Begin by adjusting your account register as follows:

- Subtract any services charges shown on this statement.
- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

1. Your ending balance shown on this statement is:
2. List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
3. Subtotal by adding lines 1 and 2.
4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

1	Ending Balance	31,247.98
2	Total Deposits	+
3	Sub Total	
4	Total Withdrawals	-
5	Adjusted Balance	

2			
DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS	
Total Deposits			2

4			
WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS	
Total Withdrawals			4

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS	
Total Withdrawals			4

FOR CONSUMER ACCOUNTS ONLY — IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

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- The dollar amount and date of the suspected error.

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We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

INTEREST NOTICE

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

FOR CONSUMER LOAN ACCOUNTS ONLY — BILLING RIGHTS SUMMARY

In case of Errors or Questions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

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- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

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FINANCE CHARGES: Although the Bank uses the Daily Balance method to calculate the finance charge on your Moneyline/Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section on the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.



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STATEMENT OF ACCOUNT

KINJAL PRAKASHKUMAR PATEL
JIGNASHU RATILAL PATEL

Page: 3 of 3
Statement Period: Apr 26 2024-May 25 2024
Cust Ref #:
Primary Account #:

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
04/25	10,689.33	05/14	31,405.73
04/30	35,689.33	05/20	31,331.73
05/01	34,514.14	05/22	31,247.74
05/06	34,148.31	05/24	31,247.98
05/13	28,765.73		

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STATEMENT OF ACCOUNT



KINJAL PRAKASHKUMAR PATEL
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ANDOVER MA 01810-6413

Page: 1 of 4
Statement Period: May 26 2024-Jun 25 2024
Cust Ref #:
Primary Account #:

Privacy Notice:

Our privacy notice describes how we collect, share and protect your personal information. It has not materially changed since May 2015. For a copy, go to tdbank.com/exc/pdf/privacy_shareinformation.pdf or call 888-937-1050.

TD Premier Checking

KINJAL PRAKASHKUMAR PATEL
JIGNASHU RATILAL PATEL

Acco

ACCOUNT SUMMARY

Beginning Balance	31,247.98	Average Collected Balance	34,919.82
Deposits	3,168.11	Interest Earned This Period	0.30
Other Credits	10,000.30	Interest Paid Year-to-Date	1.12
Checks Paid	996.00	Annual Percentage Yield Earned	0.01%
Electronic Payments	9,540.19	Days in Period	31
Ending Balance	33,880.20		

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

DAILY ACCOUNT ACTIVITY

Deposits

POSTING DATE	DESCRIPTION	AMOUNT
06/04	DEPOSIT	1,500.00
06/20	DEPOSIT	1,668.11
	Subtotal:	3,168.11

Other Credits

POSTING DATE	DESCRIPTION	AMOUNT
06/03	WIRE TRANSFER INCOMING, ELYT INC.	10,000.00
06/25	INTEREST PAID	0.30
	Subtotal:	10,000.30

Checks Paid

No. Checks: 2

*Indicates break in serial sequence or check processed electronically and listed under Electronic Payments

DATE	SERIAL NO.	AMOUNT
06/03	294	400.00
06/20	295	596.00
	Subtotal:	996.00

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How to Balance your Account

Page:

2 of 4

Begin by adjusting your account register as follows:

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 4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
 5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

1	Ending Balance	33,880.20
2	Total Deposits	+
3	Sub Total	
4	Total Withdrawals	-
5	Adjusted Balance	

2	DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
	Total Deposits		2

4	WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

	WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
	Total Withdrawals		4

FOR CONSUMER ACCOUNTS ONLY — IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer, telephone the bank immediately at the phone number listed on the front of your statement or write to:

TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

- Your name and account number.
- A description of the error or transaction you are unsure about.
- The dollar amount and date of the suspected error.

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

INTEREST NOTICE

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

FOR CONSUMER LOAN ACCOUNTS ONLY — BILLING RIGHTS SUMMARY

In case of Errors or Questions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

FINANCE CHARGES: Although the Bank uses the Daily Balance method to calculate the finance charge on your Moneyline/Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section on the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.

**Bank**

America's Most Convenient Bank®

STATEMENT OF ACCOUNT

KINJAL PRAKASHKUMAR PATEL
JIGNASHU RATILAL PATELPage:
Statement Period:
Cust Ref #:
Primary Account #:

3 of 4

DAILY ACCOUNT ACTIVITY**Electronic Payments**

POSTING DATE	DESCRIPTION	AMOUNT
06/03	ACH DEBIT, JPMORGAN CHASE CHASE ACH ****700574	1,142.29
06/04	ACH DEBIT, HONDA PMT 8005435636 2SOJSQ8OEI35V2O	365.83
06/05	ELECTRONIC PMT-WEB, PL*PAYLEASE WEB PMTS GT5BF6	2.95
06/05	ELECTRONIC PMT-WEB, WELLS FARGO CARD CCPYMT ****3613021558	360.00
06/05	ELECTRONIC PMT-WEB, PL*PROPERTYMANAG WEB PMTS K8BBF6	596.00
06/11	ELECTRONIC PMT-WEB, CAPITAL ONE CRCARDPMT 3XN7QRDMKI6CWIY	541.16
06/11	ELECTRONIC PMT-WEB, PL*PAYLEASE WEB PMTS 8740G6	2.95
06/11	ELECTRONIC PMT-WEB, PL*PROPERTYMANAG WEB PMTS 3L70G6	596.00
06/12	ELECTRONIC PMT-WEB, NGRID05 NGRID05WEB ****851018	378.00
06/13	ACH DEBIT, JPMORGAN CHASE CHASE ACH ****875906	4,797.84
06/14	TD BILL PAY SERV, AAA ADVANTAGE ONLINE PMT TDB****89717POS	1.00
06/20	ELECTRONIC PMT-WEB, NGRID05 NGRID05WEB ****851018	598.18
06/20	ELECTRONIC PMT-WEB, TD BANK, NA WEB PMT ****01053814817	74.00
06/24	ELECTRONIC PMT-WEB, VERIZON PAYMENTREC ****063320001	83.99
	Subtotal:	9,540.19

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
05/25	31,247.98	06/13	33,564.96
06/03	39,705.69	06/14	33,563.96
06/04	40,839.86	06/20	33,963.89
06/05	39,880.91	06/24	33,879.90
06/11	38,740.80	06/25	33,880.20
06/12	38,362.80		

Call 1-800-747-7000 for 24-hour Bank-by-Phone services or connect to www.tdbank.com



America's Most Convenient Bank®

STATEMENT OF ACCOUNT

KINJAL PRAKASHKUMAR PATEL
JIGNASHU RATILAL PATEL

Page: 4 of 4
Statement Period: May 26 2024-Jun 25 2024
Cust Ref #: [REDACTED]
Primary Account #: [REDACTED]

KINJAL P S PATEL
JIGNASHU PATEL
42 KINGSTON ST
NORTH ANDOVER MA 01845

294
5-31-24 DATE

Pay to the Order of Great Horizons \$ 400.00
Four hundred dollars & 00/100

TD Bank
America's Most Convenient Bank®

For [Signature]

#294 06/03 \$400.00

KINJAL P S PATEL
JIGNASHU PATEL
42 KINGSTON ST
NORTH ANDOVER MA 01845

295
6/9/24 DATE

Pay to the Order of Vinayak Ashwin Wela \$ 596.00
Five hundred ninety six & 00/100

TD Bank
America's Most Convenient Bank®

For [Signature]

#295 06/20 \$596.00



Stephen J. DiGianfilippo*
Daniel J. Vieira*
Roxanne E. Richard*
Matthew S. Porter
Randy J. Spencer
Michelle L. Tiews
Ian C. Hedges

480 Turnpike Street
South Easton MA 02375
Phone: 508-238-2510
Fax: 508-238-2309

Joseph M DiGianfilippo (1942-2009)


July 31, 2024

Alcoholic Beverages Control Commission
95 4th Street, Suite 3
Chelsea, MA 02150

Dear Sir/Madam,

Please be advised that the promissory note and pledge attached to the application for Jigdham LLC will be executed upon the approval of the License by the Town of Haverhill and the ABCC.

Very truly yours,
VIEIRA & DIGIANFILIPPO LTD.

Matthew S. Porter 

Matthew S. Porter, Esq.

COMMERCIAL PROMISSORY NOTE

\$450,000.00

July __, 2024

FOR VALUE RECEIVED, the undersigned Jigdham LLC (the "Borrower"), promises(s) to pay to the order of Rockland Trust Company (hereinafter, with any subsequent holder, the "Bank") at an office of the Bank, the sum of Four Hundred Fifty Thousand and 00/100 (\$450,000.00) Dollars with interest thereon, in accordance with the provisions as indicated below. This Note is the "Note" referred to in the Loan Agreement to which the Borrower and the Bank are parties dated the date hereof (the "Agreement") and reference is made to said Agreement for additional terms applicable hereto. Capitalized terms used in this Note and not otherwise defined herein but defined in the Agreement shall have the same meaning as ascribed to such terms in the Agreement.

INTEREST RATE: Interest on the unpaid principal balance of this Note (based upon a year consisting of twelve (12) months of thirty (30) days each and calculated on the actual number of days elapsed) shall accrue at a fixed rate of Five (5%) percent per annum.

PAYMENT PROVISIONS: Borrower shall repay all outstanding principal under this Note together with interest accrued thereon in Sixty (60) consecutive monthly payments of principal and interest. The first such monthly installment shall be due and payable _____ and each subsequent installment shall be due on the like day of each month thereafter. The final such monthly payment shall be due _____ (the "Maturity Date") in an amount equal to the entire unpaid balance of principal plus all unpaid accrued interest.

PREPAYMENT: The Borrower may prepay the loan in full at any time without premium or penalty.

LATE CHARGES: If Borrower shall fail for more than fifteen (15) days after the date due to make any installment payment of principal or interest on this Note, the Borrower agrees to pay the Bank, upon demand, in addition to all other amounts payable hereunder, a late charge equal to five percent (5%) of the payment due. Late charges are not interest and shall not be subject to refund or rebate or credited against any other amount due.

APPLICATION OF PAYMENTS; RETURNED ITEMS: Any payments received by the Bank on account of this Note prior to demand shall be applied first, to any costs, expenses, or charges then owed the Bank by the Borrower, second, to accrued and unpaid interest, and third, to the unpaid principal balance hereof. Any payments so received after demand shall be applied in such manner as the Bank may determine.

EVENTS OF DEFAULT: Upon the occurrence of any one or more of the following ("Events of Default"), at the Bank's option and without presentment, demand, notice or protest (all of which are hereby waived), the entire unpaid balance of this Note and all unpaid accrued interest hereunder shall become immediately due and payable and without altering the demand nature of this Note if principal is due on demand:

- (a) The failure by the Borrower to pay when due (or upon demand, if payable on demand) any amount due hereunder or any other amount then owing by the Borrower to the Bank;
- (b) the occurrence of any "Event of Default" under the Agreement.

RATE OF INTEREST UPON DEFAULT: The Borrower agrees to pay, upon default, interest on all amounts not paid when due (pursuant to the terms hereof, by acceleration or otherwise) at the per annum rate equal to the aggregate of (a) the interest rate which would otherwise be applicable in the absence of default (b) plus six (6%) percent.

NO WAIVER: No delay or omission by the Bank in exercising any of its powers, rights, privileges or remedies hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver. The Borrower waives presentment, demand, protest, and notices of any kind and assents to any extension or other indulgence (including, without limitation, the release or substitution of collateral) permitted the Borrower by the Bank with respect to this Note.

EXPENSES: The Borrower will pay on demand all reasonable attorneys' fees and out-of-pocket expenses incurred by the Bank in the administration or enforcement of this Note or the administration or enforcement of any collateral given the Bank to secure this Note (whether or not suit is instituted by or against the Bank).

RELEASES; NO CONTRIBUTION: The liabilities of the Borrower and any endorser or guarantor of this Note are joint and several; provided, however, the release by the Bank of the Borrower or any one or more endorser or guarantor shall not release any other person obligated on account of this Note. No person obligated on account of this Note may seek contribution from any other person also obligated unless and until all liabilities to the Bank of the person from whom contribution is sought have been satisfied in full.

MAXIMUM RATE OF INTEREST: If, by the terms of this Note, the Borrower is at any time required or obligated to pay interest on the principal balance hereof at a rate in excess of the maximum rate which the Borrower is permitted by law to contract or agree to pay, the rate of interest under this Note shall be deemed to be immediately reduced to such maximum rate, and interest payable hereunder shall be computed at such maximum rate and the portion of all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance hereof and not on account of the interest due hereunder.

JURISDICTION, ETC.: This Note shall be governed by the internal laws of the Commonwealth of Massachusetts, and shall take effect as a sealed instrument. The Borrower submits to the jurisdiction of the courts of the Commonwealth of Massachusetts for all purposes with respect to this Note, any collateral given to secure its liabilities to the Bank, or its relationships with the Bank.

BINDING EFFECT: This Note shall be binding upon the Borrower and upon its heirs, successors, assigns, and representatives, and shall inure to the benefit of the Bank and its successors and assigns.

IN ANY CASE, CONTROVERSY OR MATTER WHICH ARISES OUT OF, OR IS IN RESPECT OF, THIS NOTE AND/OR THE LOAN EVIDENCED HEREBY, THE BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY NOW EXISTING AND/OR HEREAFTER ARISING RIGHT TO A TRIAL BY JURY.

COMPLETION OF NOTE; MISCELLANEOUS: The Borrower authorizes the Bank to complete this Note if delivered incomplete in any respect. The use of headings in this Note is for convenience only and shall not limit in any manner the terms of this Note. All agreements and documents of any kind in the Bank's possession which relate to any loans from Bank to Borrower may be reproduced by the Bank by photographic, computer imaging, or similar process, and the Bank may destroy the original from which any documents was so reproduced. Any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is

in existence and whether or not such reproduction was made in the regular course of business) and any enlargement, facsimile or further reproduction shall likewise be admissible in evidence. Any signatures of the Borrower upon any such agreement or document which are transmitted as a facsimile or as a scanned or pdf (portable document format) shall be deemed a valid and binding signature of the Borrower with the same effect as if a manually signed original signature.

IN WITNESS WHEREOF, this Commercial Promissory Note is executed under seal as of the date first above written.

WITNESS:

Jigdham LLC:

Dharmesh V. Dave, Manager

ASSIGNMENT AND PLEDGE OF LIQUOR LICENSE AND ALCOHOL INVENTORY

This ASSIGNMENT AND PLEDGE (this "Assignment") is entered into on the ____ day of July 2024 by Jigdhham LLC (hereinafter called "Pledgor") in favor of Rockland Trust Company (hereinafter called the "Lender").

In consideration, of financial accommodations made or to be made by Lender to Pledgor, the Pledgor does hereby pledge and assign (in part pursuant to M.G.L. Chapter 138, Section 23) to the Lender the Pledgor's All Alcohol beverages license (the "License") and all alcohol and the like now or in the future acquired by Pledgor or used in connection with the License (collectively, the "Inventory") with respect to the ownership and operation of a convenience store business located in Haverhill, Massachusetts. This assignment and pledge shall be a first pledge and security interest to the Lender and shall be evidenced and secured in part by a pledge of the License by Pledgor to the Lender to be recognized by the Town of Haverhill and the Alcoholic Beverages Control Commission of the Commonwealth of Massachusetts (together, the "Authorities"). This assignment and pledge secures the following "Obligations:"

- a. the payment of \$450,000.00 with interest thereon, as provided in a promissory notes and line of credit dated of even date herewith issued by the Pledgor to the order of the Bank, including all renewals, modifications, restatements and extensions thereof, (as the said promissory note may hereafter be amended, the "Note");
- b. all other obligations, indebtedness and liabilities of the Pledgor to the Bank owing at any time, liquidated or unliquidated, each of every kind, nature and description, and the performance by Pledgor of all acts, obligations, covenants, terms, and conditions, in each case whether now or hereafter arising under any agreement now existing or hereafter established between Pledgor and the Bank, and whether denominated secured or unsecured, whether direct or indirect, absolute or contingent, matured or unmatured, primary or secondary, certain or contingent, due or to become due, whether now existing or hereafter arising. Without limiting the generality of the foregoing, said term shall also include all interest and other charges chargeable to Pledgor or due from Pledgor to the Bank from time to time and all costs and expenses owing to the Bank;
- c. the performance and observance by Pledgor of each and every covenant, condition and obligation contained in the Note and any other document executed by the Pledgor in connection with any of the Obligations;

all liabilities of Pledgor to the Bank, whether now existing or hereafter arising, under any foreign exchange contract, interest rate swap, cap, floor or hedging agreement, or other similar agreements (including but not limited to breakage and make-whole fees), and all obligations of Pledgor to the Bank under any credit card services agreements or agreements relating to the processing of automated clearing house transactions, together with all fees, expenses, charges and other amounts owing by or chargeable to Pledgor under any such agreements and all liabilities of Pledgor to the Bank to repay overdrafts and other amounts due to the Bank under any existing or future agreements relating to cash management services;

The Pledgor represents and warrants to Lender as follows:

1. The Pledgor has the power and authority to enter into this Assignment.

2. Neither the License nor the Inventory is subject to any prior lien or encumbrance. The undersigned will not transfer, agree to or apply for a transfer, pledge, sale or other disposition of the License or any ownership or beneficial interest therein, in whole or in part, to any other individual or entity for so long as any Obligations remain outstanding, without the prior written consent of the Lender. The Pledgor also shall make all payments to suppliers, wholesalers or other providers of the Inventory so that no lien arises in connection therewith to such entities, including without limitation any lien recognized the Authorities as being superior to this Assignment.
3. The Pledgor will pay when due all taxes, charges, liens and assessments against the License, the Inventory or both, or the beverages authorized to be sold under the License. The Pledgor will perform any and all acts required to keep the License in good standing, including filing timely applications of the renewal thereof, and will not suffer or permit the License to lapse.
4. The Pledgor shall promptly report in writing to the Lender upon the occurrence of any event which might impair the value of the License, including, but not limited to, any action taken by any local or state regulatory agencies, including without limitation the Authorities, which in any manner restricts the use of the License.
5. The Pledgor will comply with all applicable laws and regulations, including without limitation those of the Authorities, with respect to the License or its use, or with respect to the Inventory.
6. The Pledgor agrees to do such further acts or execute such further documents as may be determined necessary by the Lender to perfect the interests granted herein, including without limitation, completing, executing, filing (and payment of all associated filing or related fees) and prosecuting with all due diligence any applications for approval of this Assignment by the Authorities.

Upon the default in any of the obligations, representations or warranties of the undersigned to the Lender hereunder or under any of the Obligations, and the giving of any required notice and the expiration of any grace or cure period (an "Event of Default"), the Lender shall have any and all rights provided by such documents or by law, including those of a secured party under the Uniform Commercial Code and a pledgee under the rules and regulations of the Authorities. The Lender shall have the right to apply the proceeds of any disposition of the License, the Inventory or both, to the payment of any of the Obligations, after deducting therefrom the expenses relating to such sale or disposition, including court costs and attorney's fees.

The Pledgor hereby grants the Lender an irrevocable power of attorney, coupled with an interest, to endorse the name of the Pledgor on any and all documents and to take in the name of the Pledgor all actions deemed necessary by Lender to effectuate the prompt transfer of the License and disposal of the Inventory, or both, following the occurrence of an Event of Default; such documents and actions may include but shall not be limited to the completing, executing and filing with the Authorities of applications for the transfer of the License, the appearance at hearings of the Authorities or other bodies having jurisdiction over the License, the assembling, completing and filing of tax-related returns and forms reasonably required to be completed and filed in connection with the transfer of the License or disposition of the Inventory, and interacting with all governmental authorities on behalf of the Lender in connection therewith.

The rights and remedies of the Lender are cumulative and not alternative, and may be exercised concurrently or successively. The Lender assumes no obligation with respect to the License, the

Inventory, or the sale of beverages thereunder, and the undersigned agrees to hold the Lender harmless from any and all costs and expenses incurred by reason of this Agreement which shall be added to the loan balance.

All notices, demands, requests and other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if given in the manner applicable to notices under the Note.

Applicable law; jurisdiction: this agreement is intended to take effect as a sealed instrument and has been executed or completed and is to be performed in Massachusetts and it and all transactions thereunder or pursuant thereto shall be governed as to interpretation, validity, effect, rights, duties and remedies of the parties thereunder and in all other respects by the internal laws of the commonwealth of Massachusetts without regard to conflicts of laws principles. Borrower hereby submits to the jurisdiction of each state and federal court which sits in Massachusetts and agrees that service made in accordance with the notice provisions of this agreement shall be proper service.

WITNESS the execution hereof under seal as of this ____, July, 2024

WITNESS:

PLEDGOR:
Jigdham LLC:

Matthew S. Porter

By: _____
Dharmesh V. Dave, Manager

COMMERCIAL PROMISSORY NOTE

\$125,000.00

FOR VALUE RECEIVED, the undersigned Jigdham LLC (the "Borrower"), promises(s) to pay to the order of Jaypratham Corp (hereinafter, with any subsequent holder, the "Bank") at an office of the Bank, the sum of One Hundred Twenty-Five Thousand and 00/100 (\$125,000.00) Dollars with interest thereon, in accordance with the provisions as indicated below. This Note is the "Note" referred to in the Loan Agreement to which the Borrower and the Bank are parties dated the date hereof (the "Agreement") and reference is made to said Agreement for additional terms applicable hereto. Capitalized terms used in this Note and not otherwise defined herein but defined in the Agreement shall have the same meaning as ascribed to such terms in the Agreement.

INTEREST RATE: Interest on the unpaid principal balance of this Note (based upon a year consisting of twelve (12) months of thirty (30) days each and calculated on the actual number of days elapsed) shall accrue at a fixed rate of Five (5%) percent per annum.

PAYMENT PROVISIONS: Borrower shall repay all outstanding principal under this Note together with interest accrued thereon in Sixty (60) consecutive monthly payments of principal and interest. The first such monthly installment shall be due and payable _____ and each subsequent installment shall be due on the like day of each month thereafter. The final such monthly payment shall be due _____ (the "Maturity Date") in an amount equal to the entire unpaid balance of principal plus all unpaid accrued interest.

PREPAYMENT: The Borrower may prepay the loan in full at any time without premium or penalty.

LATE CHARGES: If Borrower shall fail for more than fifteen (15) days after the date due to make any installment payment of principal or interest on this Note, the Borrower agrees to pay the Bank, upon demand, in addition to all other amounts payable hereunder, a late charge equal to five percent (5%) of the payment due. Late charges are not interest and shall not be subject to refund or rebate or credited against any other amount due.

APPLICATION OF PAYMENTS; RETURNED ITEMS: Any payments received by the Bank on account of this Note prior to demand shall be applied first, to any costs, expenses, or charges then owed the Bank by the Borrower, second, to accrued and unpaid interest, and third, to the unpaid principal balance hereof. Any payments so received after demand shall be applied in such manner as the Bank may determine.

EVENTS OF DEFAULT: Upon the occurrence of any one or more of the following ("Events of Default"), at the Bank's option and without presentment, demand, notice or protest (all of which are hereby waived), the entire unpaid balance of this Note and all unpaid accrued interest hereunder shall become immediately due and payable and without altering the demand nature of this Note if principal is due on demand:

- (a) The failure by the Borrower to pay when due (or upon demand, if payable on demand) any amount due hereunder or any other amount then owing by the Borrower to the Bank;
- (b) the occurrence of any "Event of Default" under the Agreement.

RATE OF INTEREST UPON DEFAULT: The Borrower agrees to pay, upon default, interest on all amounts not paid when due (pursuant to the terms hereof, by acceleration or otherwise) at the per annum rate equal to the aggregate of (a) the interest rate which would otherwise be applicable in the absence of default (b) plus six (6%) percent.

NO WAIVER: No delay or omission by the Bank in exercising any of its powers, rights, privileges or remedies hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver. The Borrower waives presentment, demand, protest, and notices of any kind and assents to any extension or other indulgence (including, without limitation, the release or substitution of collateral) permitted the Borrower by the Bank with respect to this Note.

EXPENSES: The Borrower will pay on demand all reasonable attorneys' fees and out-of-pocket expenses incurred by the Bank in the administration or enforcement of this Note or the administration or enforcement of any collateral given the Bank to secure this Note (whether or not suit is instituted by or against the Bank).

RELEASES; NO CONTRIBUTION: The liabilities of the Borrower and any endorser or guarantor of this Note are joint and several; provided, however, the release by the Bank of the Borrower or any one or more endorser or guarantor shall not release any other person obligated on account of this Note. No person obligated on account of this Note may seek contribution from any other person also obligated unless and until all liabilities to the Bank of the person from whom contribution is sought have been satisfied in full.

MAXIMUM RATE OF INTEREST: If, by the terms of this Note, the Borrower is at any time required or obligated to pay interest on the principal balance hereof at a rate in excess of the maximum rate which the Borrower is permitted by law to contract or agree to pay, the rate of interest under this Note shall be deemed to be immediately reduced to such maximum rate, and interest payable hereunder shall be computed at such maximum rate and the portion of all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance hereof and not on account of the interest due hereunder.

JURISDICTION, ETC.: This Note shall be governed by the internal laws of the Commonwealth of Massachusetts, and shall take effect as a sealed instrument. The Borrower submits to the jurisdiction of the courts of the Commonwealth of Massachusetts for all purposes with respect to this Note, any collateral given to secure its liabilities to the Bank, or its relationships with the Bank.

BINDING EFFECT: This Note shall be binding upon the Borrower and upon its heirs, successors, assigns, and representatives, and shall inure to the benefit of the Bank and its successors and assigns.

IN ANY CASE, CONTROVERSY OR MATTER WHICH ARISES OUT OF, OR IS IN RESPECT OF, THIS NOTE AND/OR THE LOAN EVIDENCED HEREBY, THE BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY NOW EXISTING AND/OR HEREAFTER ARISING RIGHT TO A TRIAL BY JURY.

COMPLETION OF NOTE; MISCELLANEOUS: The Borrower authorizes the Bank to complete this Note if delivered incomplete in any respect. The use of headings in this Note is for convenience only and shall not limit in any manner the terms of this Note. All agreements and documents of any kind in the Bank's possession which relate to any loans from Bank to Borrower may be reproduced by the Bank by photographic, computer imaging, or similar process, and the Bank may destroy the original from which any documents was so reproduced. Any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is

in existence and whether or not such reproduction was made in the regular course of business) and any enlargement, facsimile or further reproduction shall likewise be admissible in evidence. Any signatures of the Borrower upon any such agreement or document which are transmitted as a facsimile or as a scanned or pdf (portable document format) shall be deemed a valid and binding signature of the Borrower with the same effect as if a manually signed original signature.

IN WITNESS WHEREOF, this Commercial Promissory Note is executed under seal as of the date first above written.

WITNESS:

Jigdham LLC:

Dharmesh V. Dave, Manager

CONSENT, ASSIGNMENT AND ASSUMPTION OF LEASE

This Consent, Assignment and Assumption of Lease (this "Agreement") is made as of this 30th day of July, 2024, by and between 424 Main Street, LLC, a Massachusetts limited liability company with a mailing address of 55 Saltonstall Road, Haverhill, MA 01830 ("Landlord"), Jaypratham Corp, a Massachusetts corporation with a mailing address of 426 Main Street, Haverhill, MA 01830, ("Assignor") and Jigdham LLC, a Massachusetts limited liability company with a mailing address of 69A Elm Street, North Andover, MA 01845 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the holder of the Tenant's interest in that certain Lease dated February 4, 2023, by and between Assignor and Landlord with respect to certain lease space located at 426-428 Main Street, Haverhill, MA 01830 (hereinafter the "Lease");

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under the Lease, and Assignee desires to succeed to the interest of Assignor, and to assume the obligations of Assignor under the Lease upon the date in which the transfer of the all alcohol package store license from Assignor to Assignee is approved by Haverhill and the ABCC (the "Effective Date");

WHEREAS, any capitalized terms not otherwise defined herein shall be given the meanings attributed to such terms in the Lease.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows, effective as of the Effective Date:

1. Assignment and Assumption of Lease. Assignor hereby grants, transfers and assigns to Assignee, and Assignee hereby accepts, the entire interest of Assignor in the Lease "as is" and without modification. Assignee hereby assumes the performance of all of the terms, covenants, conditions and obligations of Assignor under the Lease.

2. Indemnification.

a. Assignee agrees to indemnify, defend, and hold harmless Assignor from and against any and all claims, actions, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs) resulting or arising out of Assignee's failure to comply with any of the terms, covenants, conditions, and obligations of Assignee either hereunder or under the Lease on or after the Effective Date.

b. Assignor agrees to indemnify, defend, and hold harmless Assignee from and against any and all claims, actions, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) resulting or arising out of Assignor's failure to comply with any of the terms, covenants, conditions, and

obligations of Assignor under the Lease prior to the Effective Date.

3. Security Deposit. Assignor's security deposit in the amount of \$6,750.00 shall remain with the Landlord and the rights assigned to Assignee.
4. Billings & Invoices. Assignee shall take assignment of the billings as if they were the original Tenant. Billings shall neither be split nor prorated between Assignor and Assignee. Assignor and Assignee shall be responsible to determine credits and balances due on behalf of each respective party.
5. Notices. Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be provided to each party as follows:

To Assignee: Matthew S. Porter, Esq.
 Vieira & DiGianfilippo Ltd.
 480 Turnpike Street
 South Easton, MA 02375
 Phone: (508) 238-2510
 Email: mporter@clozers.com

6. Personal Guaranty. Dharmesh Dave and Kinjal Patel to personally guarantee the Lease obligations of the Assignee to the Landlord.
7. Miscellaneous. In all other respects the Lease, as herein modified and amended, is hereby ratified and affirmed and shall remain in full force and effect. In the event of any inconsistencies between the Lease and this Agreement, the provision imposing the stricter requirement upon Tenant shall control. Any words, phrases or expressions defined in the Lease and used herein shall have the same meaning herein as in the Lease, unless otherwise herein provided or the context otherwise requires. The provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord, Assignor and Assignee have caused this Agreement to be duly executed as of the day and year first above written.

ASSIGNOR:

Jaypratham Corp.

By: R. K. Patel
Name: Ripal Patel
Title: President and Treasure

ASSIGNEE:

Jigdham LLC

By: [Signature]
Name: _____
Title: Manager

CONSENTED TO BY:

LANDLORD:

424 MAIN STREET, LLC

By: [Signature]
Name: MEENU SAINI
Title: Manager

COMMERCIAL LEASE

1. PARTIES:

424 Main Street, LLC, a Massachusetts Limited Liability Company with a usual place of business at 55 Saltonstall Road, Haverhill, MA 01830 ("Lessor"), which expression shall include its successor, and assigns where the context so admits, does hereby lease to Jaypratham Corp, a Massachusetts corporation doing business as "American Grocery" at 426 Main Street, Haverhill, Massachusetts ("Lessee"), which expression shall include its successors and assigns where the context so admits, and the Lessee hereby leases the following described premises:

2. PREMISES:

The first floor, storage room in back side of building, a storage room and another room in the basement (the "Building") in the building known as and numbered 426-428 Main Street, Haverhill, Massachusetts (the "Premises"). The Building and the land on which it is located are sometimes hereinafter collectively referred to as the ("Property").

3. TERM:

The initial term of this lease shall be for ten (10) years (the "Initial Term"). The Lease shall commence on the day that the Lessee purchases the business known (the "Commencement Date") as "American Grocery" (the "Business") and shall terminate on the last day of the sixtieth (60th) full month following the commencement of the Lease. If the Business is not purchased by the Lessee for any reason whatsoever this Lease shall be null and void and of no effect.

- (a) **Lease Year.** For purposes of this Lease, a "Lease Year" shall be defined as that twelve (12) calendar month period during the Initial Term or any Option Term commencing on the Commencement Date or the annual anniversary thereof, as may be applicable; provided, however, that if the Commencement Date is a day other than the first day of a calendar month, then the first Lease Year shall include that period of time from the Commencement Date up to the first day of the next calendar month and the following twelve (12) calendar months, and any subsequent Lease Year shall be the twelve (12) month period beginning on the first day of such month.

4. RENT:

The Lessee shall pay to the Lessor base rent at the rate of \$75,000 per year, payable in advance on the first of each month in installments of \$6,250.00, without offset or deduction during the initial five (5) years of the term of this lease. The Lessee shall pay to the Lessor base rent at the rate of \$81,000 per year, payable in advance on the first of each month in installments of \$6,750.00, without offset or deduction during the second five (5) years of the term of this lease.

5. OPTION TERM:

Provided that the Lessee shall not have been in default of the terms of this Lease after the expiration of any cure period, the Lessee shall have the option to extend the term of this Lease for one (1) additional term of ten (10) upon the same terms and conditions, except there will be no further options to extend, and the base rent which will set at the market rent as determined by rents for similar commercial properties in Haverhill, MA, as may be mutually agreed upon between the parties within 30 days of Lessee's written notice to extend to Lessor. In the event the parties cannot mutually agree on a market rent for the option term within said thirty (30) days, then the lease will terminate at the end of its initial term. In addition to paying market rent during the option term, during each year of the option term, Lessee will also pay to Lessor, when and as designated by notice in writing by Lessor, _____ percent of any increase in real estate taxes on the land and buildings of which the leased premises are a part, in excess of the amount of the real estate taxes for the fiscal year 2033.

Unless Lessee gives written notice to the Lessor, at least six months prior to the expiration of the then current term that Lessee does want to exercise the option term, then said option shall be deemed to have been automatically terminated.

6. SECURITY DEPOSIT:

Upon the execution of this lease, the Lessee shall pay to the Lessor the amount of \$6,750.00, which shall be held as a security for the Lessee's performance as herein provided and refunded to the Lessee at the end of this lease subject to the Lessee's satisfactory compliance with the conditions hereof. No interest shall be due Lessee on this security deposit.

7. REAL ESTATE TAXES:

Lessor agrees to pay all real estate taxes for said premises. Lessee agrees to pay all personal property taxes on Lessee's personal property.

8. ADDITIONAL RENT - OPERATING COSTS:

In addition to the base rent as hereinabove set forth, the Lessee shall also pay the cost of maintaining the Premises, except as otherwise set forth herein, including all snowplowing and ice removal, and sidewalk snow and ice removal (Lessee shall be solely responsible for prompt and thorough snow plowing and removal and ice removal and the administration thereof, including but not limited to salting, sanding and removal, as well as any regulatory enforcement costs for failure to do so) expenses, landscaping expenses, and a prorate share of insurance premiums for

the Building and Property (which insurance shall be maintained by the Lessor in an amount to be determined in the sole discretion of the Lessor). The Lessor shall maintain on the Building and Property, fire, casualty, liability, property damage and all other types of insurance normally obtained for a commercial building similar to the Building. The charges payable by the Lessee under the within section are hereinafter collectively referred to as "Operating Charges". The Operating Charges shall be paid within fifteen (15) days after receiving an invoice for same from Lessor. The Lessor shall have the right to bill the Lessee for said Operating Charges upon the basis of annual estimates prepared by the Lessor on a calendar year basis. The Lessee agrees to pay to the Lessor, together with each monthly payment of base rent, one-twelfth (1/12) of such Operating Charges based upon said estimates submitted by the Lessor. Within ninety days after December 31 of each year, the Lessor shall furnish the Lessee with a detailed and itemized statement of the actual Operating Charges incurred by the Lessor for the preceding year and if the Operating Charges shall be less than the amount paid by the Lessee to the Lessor for such period Lessor agrees to credit such difference to the next payment of base rent due from the Lessee under this lease. If the estimated payments paid by the Lessee to the Lessor for any such period shall be less than the actual Operating Charges for such period, the Lessee agrees to pay such deficiency to the Lessor within ten days after submission of said statement by the Lessor. If the Lease shall commence or terminate during a calendar year, then the amount payable by the Lessee in the year of such commencement or termination shall be adjusted on the basis of the number of months of such calendar year in which this lease shall be in effect, and any such overpayment by Lessee, as aforesaid, shall be refunded to the Lessee upon such lease termination. Failure to pay Operating Charges when due after the expiration of any applicable cure period shall entitle the Lessee to the same remedies as failure to pay base rent.

9. UTILITIES:

The Lessee shall pay, as they become due, all bills for all utilities (whether they are used for furnishing heat or other purposes) that are furnished to the Premises. The Lessor agrees that it shall pay the water and sewer charges for the land and building of which the Premises are a part.

Lessor shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the commencement date of this lease. In the event Lessee requires additional utilities or equipment, the installation and maintenance thereof shall be the Lessee's sole obligation, provided that such installation shall be subject to the written consent of the Lessor.

10. USE OF LEASED PREMISES:

The Lessee shall use the Premises only for the purpose of operating a convenience store.

11. COMPLIANCE WITH LAWS:

The Lessee acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal

by-law or ordinance in force in the city or town in which the Premises are situated.

The Lessee may install any signs approved by the local authorities and in accordance with the local ordinances subject to the prior approval of the Lessor which shall not be unreasonably withheld or delayed.

12. FIRE INSURANCE:

The Lessee shall not permit any use of the Premises which will make voidable any insurance on the property of which the Premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its worries. The Lessee shall on demand reimburse the Lessor, and all other tenants, all extra insurance premiums caused by the Lessee's use of the Premises.

13. MAINTENANCE:

LESSEE'S OBLIGATIONS

The LESSEE shall be responsible during the term, or any extensions or renewals thereof to make any and all repairs required to be made to the Premises and to any improvements placed on the Premises, all at the Lessee's own cost and expense and without expense to the Lessor. All such repairs shall be made by the Lessee promptly and without delay and shall be made of quality or class equal to the original work or construction. In addition, thereto, the Lessee agrees to make any and all repairs required to be made to all heating and air conditioning, including the furnace, plumbing and electrical equipment serving the Premises. Repairs as used herein shall mean replacement whenever reasonably necessary. Lessee shall also be responsible for the annual maintenance of said heating and air conditioning systems by a licensed HVAC professional. If the Lessee refuses or neglects to make any such repairs within the prescribed time for curing of non-monetary defaults under this lease, the Lessor may make such repairs without liability to the Lessee for any loss or damage that may occur to the Lessee's business by reason thereof, and upon completion thereof, Lessee shall pay Lessor's cost for making such repairs upon presentation of a bill therefor, as Additional Rent. Said bill shall include interest at the highest rate permitted by law, or ten (10%) percent per annum, whichever is lesser, computed from the date of completion of repairs by Lessor to date of payment to Lessor. The Lessee shall replace plate glass and other glass window therein, acknowledging that the Premises are now in good order and the glass whole. The Lessee shall not permit the Premises to be overloaded, damaged, stripped or defaced nor suffer any waste. The Lessee shall obtain written consent of Lessor before erecting any sign on the Premises, which consent shall not be unreasonably withheld. Lessee shall also have annual servicing done by a licensed contractor on the air conditioning and heating systems and deliver a copy

of receipts for said annual servicing to the Lessor.

LESSOR'S OBLIGATIONS

The Lessor agrees to maintain the structure, roof, foundation and exterior of the building of which the Premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the Lessee or those for whose conduct the Lessee is legally responsible.

14. ALTERATIONS/ADDITIONS:

The LESSEE shall not make structural alterations or additions to the Premises, but may make non-structural alterations provided the Lessor consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed at the direction of Lessee and shall cause any such lien to be released of record forthwith without cost to Lessor. Any alterations or improvements made by the Lessee shall become the property of the Lessor at the termination of occupancy as provided herein.

15. ASSIGNMENT - SUBLEASING:

The Lessee shall not assign or sublet the whole or any part of the Premises without Lessor's prior written consent. Notwithstanding such consent, Lessee shall remain liable to Lessor for the payment of all rent and for the full performance of the covenants and conditions of this lease.

16. SUBORDINATION:

Lessee agrees that upon request of Lessor in writing, Lessee will subordinate this Lease and the lien thereof to the lien of any future mortgage or mortgages upon the Premises held by a bank, insurance company or other financial institution, provided that the holder of such mortgage or mortgages shall enter into a recordable agreement with Lessee that in the event of foreclosure or other action taken under the mortgage by the holder or any assignee or successor in interest, this Lease and the rights of Lessee hereunder shall continue in full force and effect and shall not be terminated and Lessee's rights hereunder shall not be disturbed except in accordance with the provisions of this Lease. Lessee agrees that it will, upon the request of Lessor, execute, acknowledge and deliver any and all instruments necessary or desirable to give effect to or notice of such subordination. The word "mortgage" as used herein includes mortgages, deeds of trust and all similar instruments, and all modifications, extensions, renewals and replacements thereof.

17. LESSOR'S ACCESS:

The Lessor or agents of the Lessor may, at reasonable times and upon reasonable notice, enter to view the Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as Lessor should elect to do and may show the Premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the Premises a notice for letting or selling the Premises or property of which the Premises are a part and keep the same so affixed without hindrance or molestation.

18. INDEMNIFICATION AND LIABILITY:

Lessee shall defend, indemnify and save Lessor and its agents and employees harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may be imposed upon, incurred by or asserted against Lessor and/or its agents, by reason of any of the following occurring during the Term, or during any period of time prior to the Commencement Date: (a) any work or thing being done in or about the Premises or any part thereof by or at the request of Lessee, its agents, contractors, sub-contractors, servants, employees, licensees or invitees; (b) any negligence or otherwise wrongful act or omission on the part of Lessee or any of its agents, contractors, sub-contractors, servants, employees, sublessees, licensees or invitees; (c) any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, or (d) any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease. In case any action or proceeding is brought against Lessor by reason of any such claim, Lessee upon written notice from Lessor, shall at Lessee's expense resist or defend such action or proceeding by counsel reasonably approved by Lessor.

19. LESSEE'S LIABILITY INSURANCE:

The Lessee shall maintain with respect to the Premises and the property of which the Premises are a part comprehensive public liability insurance, including liquor liability insurance, in the amount of \$1,000,000 with property damage insurance in limits of \$500,000.00 in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the Lessee against injury to persons or damage to property as provided. In addition, Lessee shall maintain so-called dram shop insurance in the amount of \$1,000,000 which shall also name the Lessor as an additional insured. The Lessor shall be named as an additional insured on a primary and non-contributory basis. The Lessee shall deposit with the Lessor certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each assured named therein Lessee will keep in force at its own expense, throughout the term of this Lease, property insurance with respect to Lessee's improvements and betterments and personal property in the Premises with companies licensed to do business in the Commonwealth of Massachusetts and rated A - or better in the then most current issue of Best's Insurance Reports on a replacement cost basis.

20. FIRE, CASUALTY - EMINENT DOMAIN:

Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the Lessor may elect to terminate this lease. When such fire, casualty, or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the Lessee may elect to terminate this lease if:

- (a) The Lessor fails to give written notice within thirty (30) days of intention to restore Premises, or
- (b) The Lessor fails to restore the Premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The Lessor reserves, and the Lessee grants to the Lessor, all rights which the Lessee may have for damages or injury to the Premises for any taking by eminent domain, except for damage to the Lessee's fixtures, property, or equipment, or for relocation assistance benefits or any other awards to which a tenant is customarily entitled.

Substantial damages for purposes hereof shall mean damages which cannot be repaired within 180 days after commencement of such repairs.

21. - DEFAULT AND BANKRUPTCY:

In the event that:

- (a) The Lessee shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after the due date, or
- (b) The Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The Lessee shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Lessee's property for the benefit of creditors; or
- (d) The Lessee shall default in its payment and obligations under its Note of even date to 426-428 Main Street, Inc.

then the Lessor shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the term of this lease ended, and remove the Lessee's effects without prejudice to any remedies which might be otherwise used for arrears of rent or other

default. The Lessee shall indemnify the Lessor against all loss of rent and other payments which the Lessor may incur by reason of such termination during the residue of the term. If the Lessee shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Lessee's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the Lessor, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Lessee. If the Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, including, but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of fifteen (15.0%) percent per annum and costs, shall be paid to the Lessor by the Lessee as additional rent.

22. NOTICE

Any notice from the Lessor to the Lessee relating to the Premises or to the occupancy thereof, shall be deemed duly served, if left at the Premises addressed to the LESSEE, or if mailed to the Premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the Lessee or at such other address as the Lessee may from time to time advise in writing. Any notice from the Lessee to the Lessor relating to the Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the Lessor by registered or certified mail, return receipt requested, postage prepaid, addressed to the Lessor at such address as the Lessor may from time to time advise in writing. All rent notices shall be paid and sent to the Lessor at 53 Saltonstall Road, Haverhill, MA 01830.

23. SURRENDER

The Lessee shall at the expiration or other termination of this lease remove all Lessee's goods and effects from the Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Lessee, either inside or outside the Premises). Lessee shall deliver to the Lessor the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition, damage by fire or other casualty only excepted. In the event of the Lessee's failure to remove any of Lessee's property from the Premises, Lessor is hereby authorized, without liability to Lessee for loss or damage thereto, and at the sole risk of Lessee, to remove and store any of the property at Lessee's expense, or to retain same under Lessor's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

24. BROKERAGE

It is agreed by and between the parties hereto that no broker or agent brought about the lease of the within Premises. If it should be determined that any broker or agent is due a commission, the party engaging the services of such broker or agent shall be fully and solely obligated to pay such commission.

25. LATE PAYMENTS OF RENT

If any installment of rent or additional rent is paid ten (10) days or more after the date when the same becomes due a five (5%) percent late charge shall be assessed on said amount due.

26. BIND AND INURE. LIMITATION OF LESSOR'S LIABILITY

The obligations of this lease shall run with the land, and this lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Lessor and each successive holder of the Lessor's interest in the premises shall be liable only for obligations arising during the period of such ownership of such interest. Lessor shall not be personally liable to the Lessee for the performance of any of the covenants of the Lessor under this lease, and in the event of any alleged claim by Lessee against Lessor arising under this lease, Lessee agrees it will not seek to secure any such claim against Lessor by any attachment, garnishment or other security proceedings against any property of the Lessor other than the premises, and in the event Lessee obtains any judgment against Lessor by virtue of an alleged default by Lessor under this lease, Lessee agrees it will not look to any property of Lessor other than the premises for satisfaction of such judgment.

27. COVENANT OF QUIET ENJOYMENT

Lessor covenants and agrees with Lessee that so long as Lessee pays the rent and observes and performs all the terms, covenants and conditions of this lease on Lessee's part to be observed and performed, Lessee may peaceably and quietly enjoy the Premises subject, nevertheless, to the terms and conditions of this Lease, and Lessee's possession will not be disturbed by anyone claiming by, through or under Lessor. Lessor agrees that upon Lessee's paying the rent and performing and observing the agreements, conditions and other provisions on its part to be performed and observed, Lessee shall and may peaceably and quietly have, hold and enjoy the Premises during the term without any manner of hindrance or molestation from Lessor, subject, however, to the terms of this lease, to matters of record and to any mortgage, ground lease or easements which may hereafter become superior to this Lease.

28. ACCEPTANCE OF PREMISES

The Lessee has inspected the premises and agrees and acknowledges that it is accepting the premises "as is" and "where is".

29. MISCELLANEOUS

(a) Waiver. Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long the same may continue, shall never be deemed to be a waiver by Lessor of any of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by Lessor shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of

the same provisions. The consent or approval of Lessor to or of any action by the other requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee. No payment by Lessee, or acceptance by Lessor, of a lesser amount than shall be due from Lessee to Lessor shall be treated otherwise than as a payment on account. The acceptance by Lessor either of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Lessor may accept such check without prejudice to any other rights or remedies which Lessor may have against Lessee.

(b) Invalidity of Particular Provisions. If any term or provisions of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(c) Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts.

(e) Paragraph Headings. The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.

(f) Additional Rights. In the event it shall become necessary for either party to bring suit in order to collect the rent aforesaid or to enforce any other provision of this Lease on the part of the other to be performed, the prevailing party shall be entitled to collect reasonable legal fees from the other in connection with the aforesaid enforcement proceedings.

(g) Performance of Lessee's Covenants. Lessor and Lessee covenant and agree that each will perform all agreements and observe all covenants herein expressed on its part to be performed and observed and that each will promptly comply with such notices from the other. If Lessee shall not comply with any such notice to the satisfaction of Lessor prior to the date on which such noncompliance would constitute an event of default, in addition to, and not in lieu of or in limitation of any other remedy Lessor may have pursuant to this Lease, at law or in equity, Lessor may, but shall not be obligated to, enter upon the Premises and do the things specified in said notice. Lessor shall have no liability to Lessee for any loss or damage resulting in any way from such action and Lessee agrees to pay upon demand, as Additional Rent, any expense incurred by Lessor in taking such action. Notwithstanding the foregoing, Lessor's performance of any or all of Lessee's covenants shall not release Lessee from liability for nonperformance.

(h) Benefit. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

(i) Entire Agreement. Modification. This Lease is to take effect as a sealed instrument

and sets forth the entire agreement between the parties relative to the subject matters hereof and may be cancelled or modified only by a written instrument executed by the parties.

(f) Guaranty. This Lease shall be guaranteed by Kanaiyala Patel of 89 Snow Road, Haverhill, MA, Ripal K. Patel of 89 Snow Road, Haverhill, MA and Ashokkumar Patel of 8 Arcadia St., Methuen, MA.

[Signatures on Following Page]

Signed as a sealed instrument this 6/11 day of February 2023.

LESSEE

Jaypratham Corp

By: R. K. Patel
Ripal K. Patel, President & Treasurer
Duly Authorized

LESSOR

424 Main Street, LLC

By: M. Saini
Mehnu Saini, Manager
Duly authorized



eTIPS Off Premise 3.1

CERTIFIED

Issued: 11/23/2021

Expires: 11/23/2024

ID#: 5602160

Jignashu Patel
KUNJ LLC
8 Boutwell Rd
Andover, MA 01810-6413

For service visit us online at www.gettips.com

Jennifer Sanchez

From: North of Boston <noreply@wave2adportal.com>
Sent: Friday, August 9, 2024 10:55 AM
To: jsanchez@cityofhaverhill.com
Cc: cmacdonald@northofboston.com
Subject: Thank you for placing your order with us.

Warning! External Email. Exercise caution when opening attachments or clicking on any links.
THANK YOU for your notice submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

Job Details

Order Number:
W0124809
Business Type:
All Other Public Notices
Notice Size:
Public Notices
Notice Estimate:
\$69.23
Referral Code:
American Grocery License

Account Details

License Commission Clerk
4 SUMMER ST STE 118
HAVERHILL, MA 01830
978-374-2312
jsanchez@cityofhaverhill.com
HAVERHILL LICENSE COMMISSION

Schedule for notice number W01248090

Thu Aug 15, 2024
Haverhill Gazette Public Notices
All Zones

City of Haverhill License Commission

Notice is hereby given, under Chapter 138 of the General Laws, that: **Jigdham LLC, d/b/a American Grocery**, located at 426 Main Street, Jignashu Patel, proposed manager, has petitioned the Haverhill License Commission for a **transfer of LICENSE with pledge of license and inventory** for the Section 15 all alcohol license currently held by **Jaypratham Corp.** Description of the premises: Two floors with a total square footage of 2,416. There are two rooms on the first floor and two rooms on the second floor. There are two entrances and three exits. Public Hearing to be held on **Thursday September 5, 2024, at 6 PM** in Room 202, City Council Chambers at Haverhill City Hall, 4 Summer Street.

Haverhill License Commission
Laura Angus
Patrick Driscoll &
Linda Koutoulas
HG - Publication Dates

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This is an automated message, please do not reply to this e-mail. If you have any questions or concerns you may contact us toll-free at 800-681-6248.

Barking Dog Ale House
77 Washington Street
Haverhill, Ma 01832

Liquor Commission
4 Summer Street
Haverhill MA 01830

August 26, 2024

Liquor Commissioner and Board,

BD Ale House, LLC doing business as Barking Dog Ale House Haverhill does hereby surrender our liquor license. We are no longer physically have the license it was posted in the building located at 77 Washington Street in Haverhill.

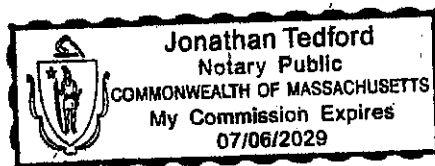
We thank you for a great many years and a great partnership.

Warm Regards,



Jeffrey Nahas

President BD Ale House, LLC



Receipt

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT



FILING FEES-RETAIL	77 WASHINGTON ST RESTAURANT INC.	\$200.00
		\$200.00

Total Convenience Fee: \$5.18

Date Paid: 8/12/2024 8:39:09 AM EDT

Total Amount Paid: \$205.18

Payment On Behalf Of

License Number or Business Name:
77 WASHINGTON ST RESTAURANT, INC.

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
SHARBEL

Last Name:
AZZI

Address:
107 NORTH BROADWAY

City:
Haverhill

State:
MA

Zip Code:
01832

Email Address:
SAZZI86@YAHOO.COM

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

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

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 77 WASHINGTON ST RESTAURANT, INC.

ADDRESS 77 WASHINGTON ST

CITY/TOWN HAVERHILL

STATE MA

ZIP CODE 01832

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL:

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

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

APPLICATION FOR A NEW LICENSE

Municipality **HAVERHILL**

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	\$12 Restaurant	All Alcoholic Beverages	Annual

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

THERE BE A STEAKHOUSE RESTAURANT ON THE 1ST & 2ND FLOOR, ON THE 3RD FLOOR WILL BE A TAPAS LOUNGE, AND ON THE 4TH FLOOR WILL BE AN EVENT HALL. THE BASEMENT FLOOR WILL BE USED AS STORAGE.

Is this license application pursuant to special legislation?



Yes



No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

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

Entity Name	77 WASHINGTON ST RESTAURANT, INC.	FEIN	99-4072120
DBA	PLEASE SEE SECTION 3	Manager of Record	SHARBEL AZZI
Street Address	77 WASHINGTON ST, HAVERHILL, MA 01832		
Phone	978-269-7130	Email	SAZZI86@YAHOO.COM
Alternative Phone		Website	

3. DESCRIPTION OF PREMISES

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

THE DBA'S WILL BE THE RESERVE RESTAURANT, VAULT 77 LOUNGE, AND THE EXCHANGE EVENTS. PLEASE SEE PAGE ADDITIONAL INFORMATION PAGE 10 FOR ADDITIONAL INFORMATION.

Total Square Footage:	17,300	Number of Entrances:	2	Seating Capacity:	550
Number of Floors	4 + BASEMENT	Number of Exits:	3	Occupancy Number:	550

4. APPLICATION CONTACT

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

Name:	SHARBEL AZZI	Phone:	978-269-7130
Title:	PRESIDENT	Email:	SAZZI86@YAHOO.COM

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APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	<div>Corporation</div>	Date of Incorporation	<div>07/22/2024</div>
State of Incorporation	<div>Massachusetts</div>	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal		Residential Address		SSN		DOB	
<div>SHARBEL AZZI</div>		<div>107 NORTH BROADWAY, HAVERHILL MA 01830</div>		<div>[REDACTED]</div>		<div>[REDACTED]</div>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident			
<div>PRESIDENT</div>	<div>100</div>	<div><input checked="" type="radio"/> Yes <input type="radio"/> No</div>	<div><input checked="" type="radio"/> Yes <input type="radio"/> No</div>	<div><input checked="" type="radio"/> Yes <input type="radio"/> No</div>			
Name of Principal		Residential Address		SSN		DOB	
<div>SHARBEL AZZI</div>		<div>107 NORTH BROADWAY, HAVERHILL MA 01830</div>		<div>[REDACTED]</div>		<div>[REDACTED]</div>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident			
<div>TREASURER</div>	<div></div>	<div><input checked="" type="radio"/> Yes <input type="radio"/> No</div>	<div><input checked="" type="radio"/> Yes <input type="radio"/> No</div>	<div><input checked="" type="radio"/> Yes <input type="radio"/> No</div>			
Name of Principal		Residential Address		SSN		DOB	
<div>SHARBEL AZZI</div>		<div>107 NORTH BROADWAY, HAVERHILL MA 01830</div>		<div>[REDACTED]</div>		<div>[REDACTED]</div>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident			
<div>SECRETARY</div>	<div></div>	<div><input checked="" type="radio"/> Yes <input type="radio"/> No</div>	<div><input checked="" type="radio"/> Yes <input type="radio"/> No</div>	<div><input checked="" type="radio"/> Yes <input type="radio"/> No</div>			
Name of Principal		Residential Address		SSN		DOB	
<div>SHARBEL AZZI</div>		<div>107 NORTH BROADWAY, HAVERHILL MA 01830</div>		<div>[REDACTED]</div>		<div>[REDACTED]</div>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident			
<div>DIRECTOR</div>	<div></div>	<div><input checked="" type="radio"/> Yes <input type="radio"/> No</div>	<div><input checked="" type="radio"/> Yes <input type="radio"/> No</div>	<div><input checked="" type="radio"/> Yes <input type="radio"/> No</div>			
Name of Principal		Residential Address		SSN		DOB	
<div></div>		<div></div>		<div></div>		<div></div>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident			
<div></div>	<div></div>	<div><input type="radio"/> Yes <input type="radio"/> No</div>	<div><input type="radio"/> Yes <input type="radio"/> No</div>	<div><input type="radio"/> Yes <input type="radio"/> No</div>			

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.

Name	License Type	License Name	Municipality
SHARBEL AZZI	OFF PREMISE-15	GRAB N GO MARKET INC.	HAVERHILL

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

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

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name 77 WASHINGTON ST GROUP LLC

Landlord Phone 978-269-7130

Landlord Email SAZZI86@YAHOO.COM

Landlord Address 107 NORTH BROADWAY, HAVERHILL, MA 01832

Lease Beginning Date 08/01/2024

Rent per Month 13,000

Lease Ending Date 08/01/2029

Rent per Year 156,000

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

☐ Yes ☒ No

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APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	0
C. Other * (Please specify below)	
D. Total Cost	

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

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

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 **SHARBEL AZZI**

Date of Birth [REDACTED]

Residential Address **107 NORTH BROADWAY, HAVERHILL, MA 01832**

Email **SAZZI86@YAHOO.COM**

Phone **9782697130**

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

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B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

☒ Yes ☐ No *Manager must be a U.S. Citizen

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

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

☐ Yes ☒ No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
02/2008	02/2015	MANAGER	ACCESORY DEPOT	MICKY PUNJABI
01/2014	PRESENT	PRESIDENT	MODERN CONNECTIONS LLC	SHARBEL AZZI
11/2017	PRESENT	MANAGER	S3 REALTY LLC	STEVEN ELIA
09/2023	PRESENT	MANAGER	GRAB N GO MARKET	SHARBEL AZZI

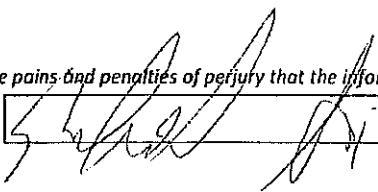
D. PRIOR DISCIPLINARY ACTION

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

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

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

Manager's Signature



Date

08/10/2024

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?
If yes, please fill out section 11.

☐ Yes ☒ No

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.).

Entity Name	Address	Phone		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

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

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality

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.

Name	License Type	License Name	Municipality

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.

Licensee Name	License Type	Municipality	Date(s) of Agreement

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.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

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

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

ADDITIONAL INFORMATION

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

THE DBA'S WILL BE THE RESERVE RESTAURANT ON THE 1st AND 2nd FLOOR, VAULT 77 LOUNGE ON THE 3rd FLOOR, AND THE EXCHANGE EVENTS ON THE 4th FLOOR. 1ST & 2ND FLOOR WHICH IS A TOTAL OF 7000SQ FT WILL BE AN OPEN CONCEPT STEAKHOUSE RESTAURANT. IT HAS 3 BATHROOMS ON THE 1ST FLOOR, KITCHEN, ACCESS TO BASEMENT, AND TWO ENTRANCE WAYS. THE THIRD FLOOR WHICH IS A TOTAL OF 3500SQ FT WILL BE A TAPAS LOUNGE. IT HAS A KITCHEN, 2 BATHROOMS AND 2 EXIT WAYS. THE 4TH FLOOR WILL BE A EVENT HALL WITH 3500SQ FT AND TWO EXIT WAYS AND A STORAGE AND PREP ROOM. THE BASEMENT WHICH TOTALS 3000SQ FT WILL BE USED FOR STORAGE WHICH INCLUDES A LOCKED LIQUOR ROOM.

APPLICANT'S STATEMENT

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

of 77 WASHINGTON ST RESTAURANT, INC.
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:

Sharbel Azzi

Date:

08/10/2024

Title:

President

ADDENDUM A

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

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

Entity Name

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

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

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

ENTITY VOTE

The Board of Directors or LLC Managers of

77 WASHINGTON ST RESTAURANT, INC

Entity Name

duly voted to apply to the Licensing Authority of

HAVERHILL

HAVERHILL

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

09/06/2024

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

SHARBEL AZZI

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

SHARBEL AZZI

Name of Liquor License Manager

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

A true copy attest,

Corporate Officer / LLC Manager Signature

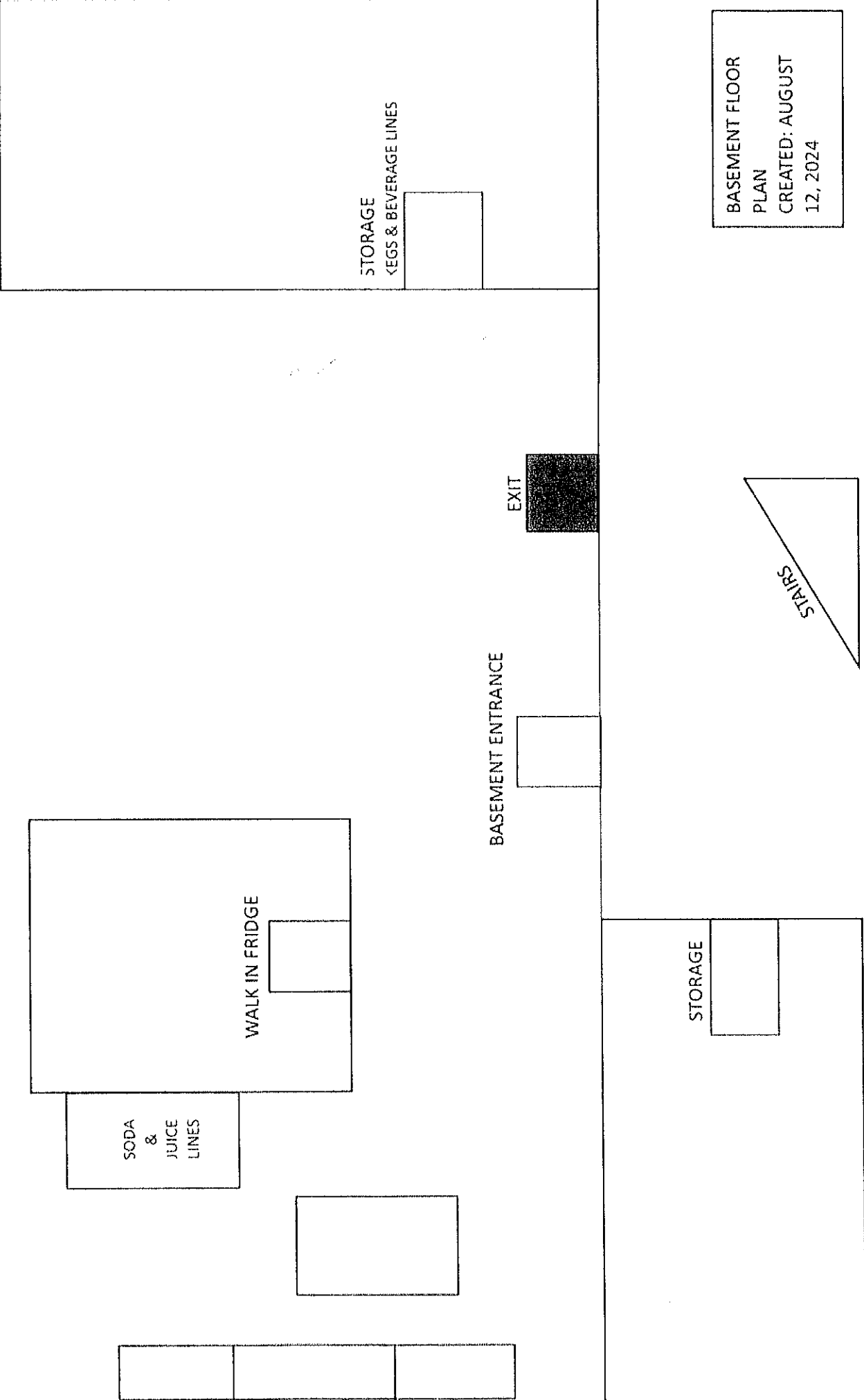
(Print Name)

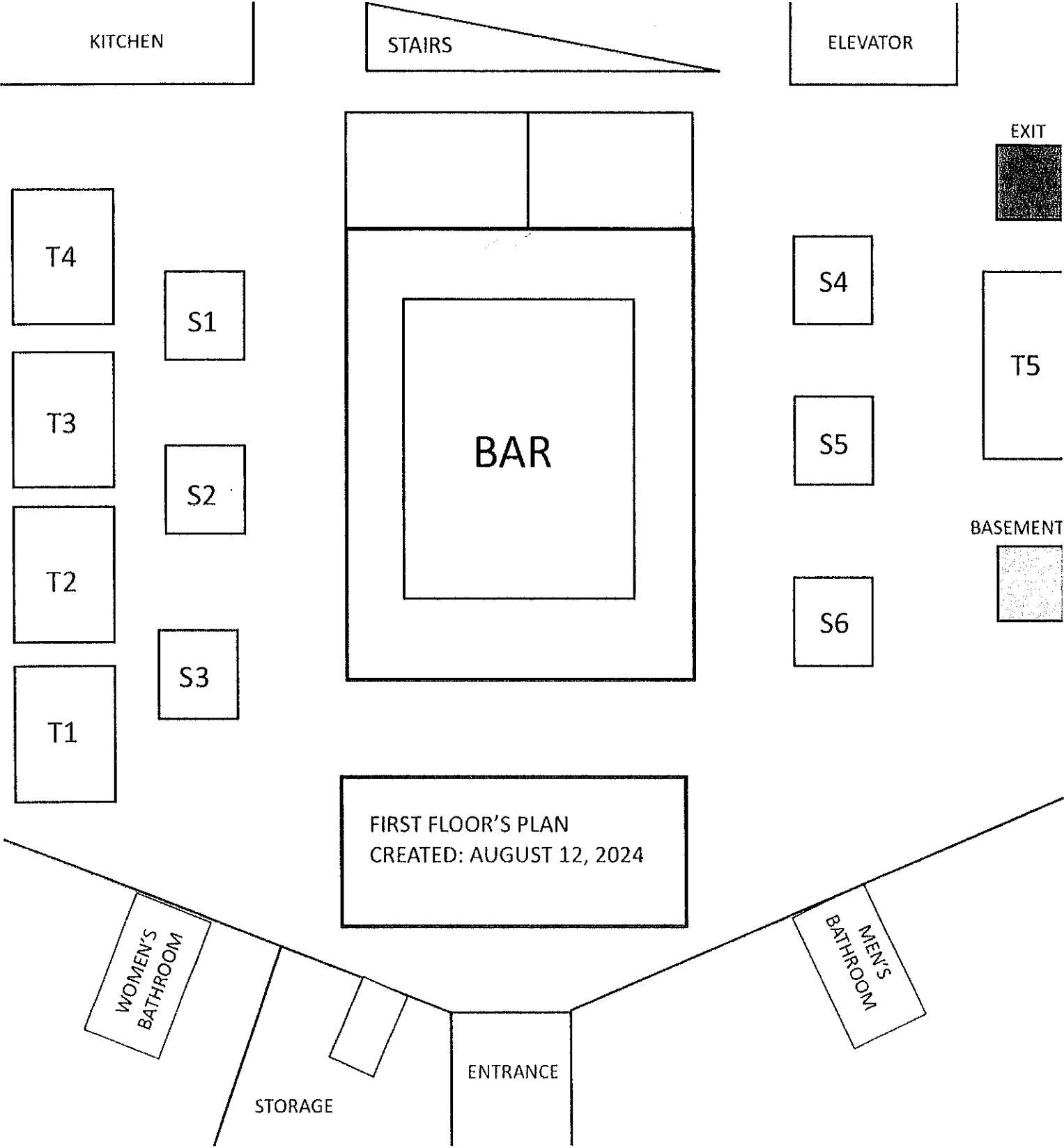
For Corporations ONLY

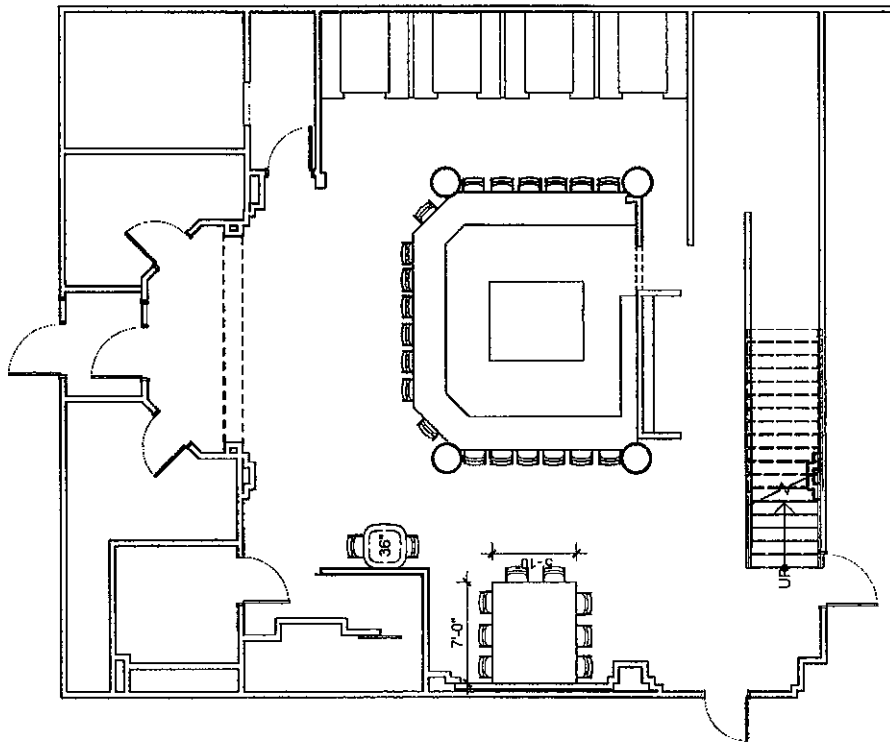
A true copy attest,

Corporation Clerk's Signature

(Print Name)



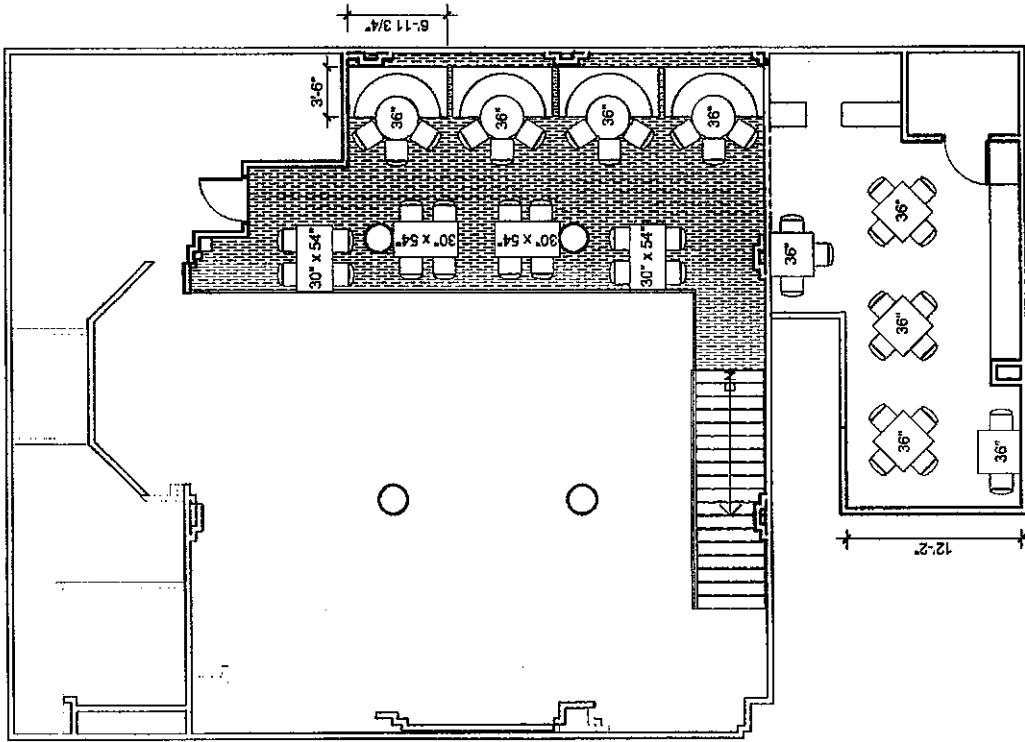




1 LEVEL 1
1/8" = 1'-0"

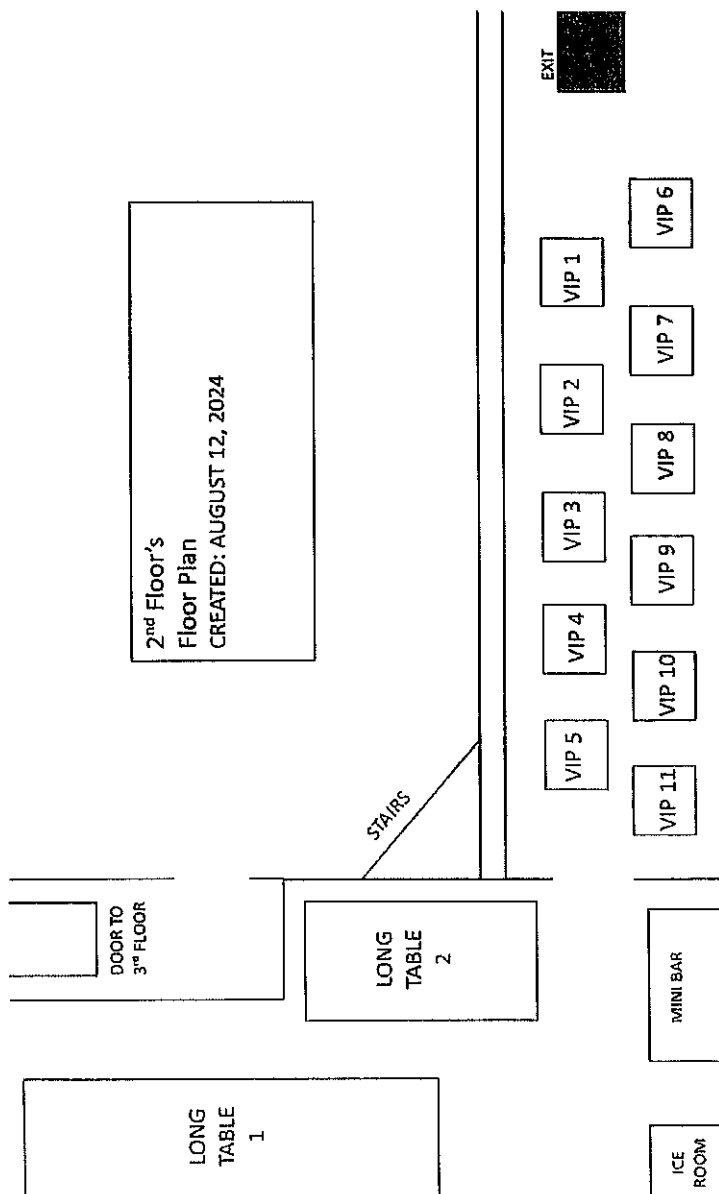
FLOOR PLAN LEVEL 1
THE RESERVE

08-13-24



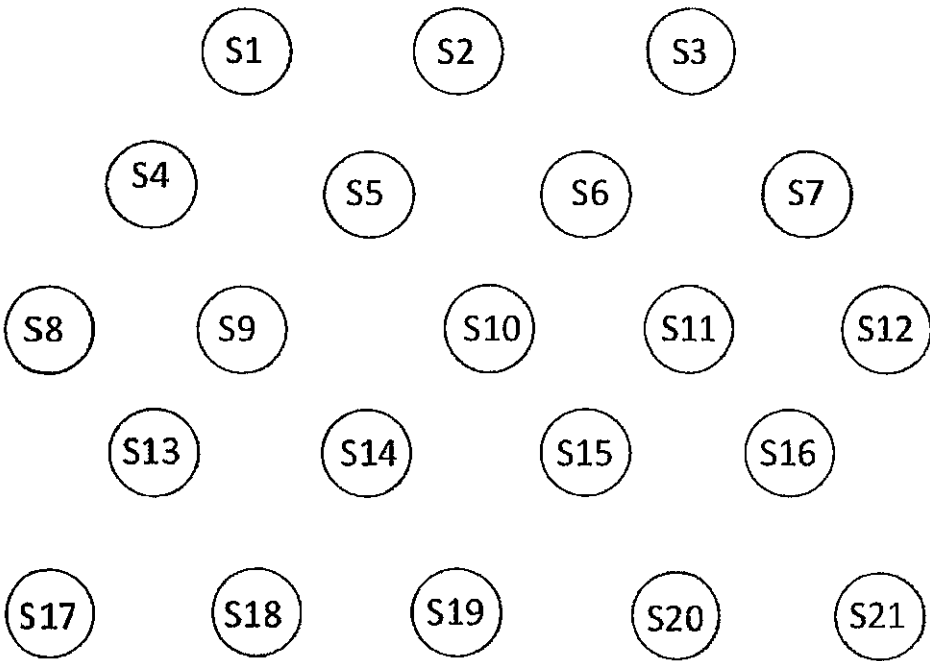
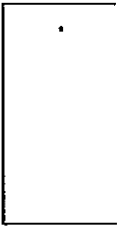
2 LEVEL 2
1/8" = 1'-0"

FLOOR PLAN LEVEL 2
THE RESERVE



STAGE

Storage
of
Alcohol



FUNCTION HALL
FLOOR PLAN
CREATED: AUGUST 12

ENTRANCE



COMMONWEALTH OF MASSACHUSETTS
CITY OF HAVERHILL
**BUSINESS
CERTIFICATE**



Issue Date: July 31, 2024
Expiration Date: July 31, 2028

Certificate Number: BUSC-24-153
Fee: \$60.00

The Exchange Events

77 Washington Street Haverhill, MA 01832

Phone: 9782697130

In conformity with the provisions of Chapter 110, Section 5 of the MGL, as amended, the undersigned hereby declares that a business is conducted under the title of:

The Exchange Events at 77 Washington Street - Haverhill, 01832 by 77 Washington St Restaurant, Inc.

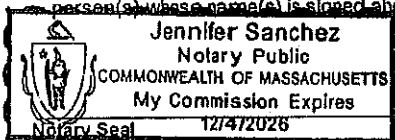
I/We certify under the penalties of perjury that I/we, to the best of my/our knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Signature(s):

77 Washington St Restaurant, Inc.

COMMONWEALTH OF MASSACHUSETTS

On July 31, 2024, 77 Washington St Restaurant, Inc. appeared before me and presented satisfactory evidence of identification which was a , proving the person(s) whose name(s) is signed above and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.



Jennifer Sanchez
12/4/2026
Notary Seal Expiration Date

Kaitlin M. Wright
Kaitlin Wright, Haverhill City Clerk

THIS DOCUMENT MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC WHO CAN AFFIX HIS/HER SEAL. IF A NOTARY PUBLIC OTHER THAN THE HAVERHILL CITY CLERK'S OFFICE WITNESSES THE SIGNATURE, THE DOCUMENT MUST BE BROUGHT TO THE HAVERHILL CITY CLERK'S OFFICE.

In accordance with the provisions of Chapter 337 of the Acts of 1985 and Chapter 110, Section 5 of Massachusetts General Laws, Business Certificates shall be in effect for four (4) years from the date of issue and shall be renewed each four (4) years thereafter. A statement under oath must be filed with the Haverhill City Clerk upon discontinuing, retiring or withdrawing from such business or partnership.

Copies of such Certificates shall be available at the address at which such business is conducted and shall be furnished on request during regular business hours to any person who has purchased goods or services from such business. Violations are subject to a fine of not more than three hundred dollars (\$300) for each month during which such violation continues. The aforementioned business owner or agent is required to notify the Haverhill City Clerk in the event that the business is discontinued, changes location, changes the name, changes residence, withdraws from the business or partnership, or is deceased.

This certificate must be renewed every four (4) years.

This Business Certificate does not confer zoning approval for conducting of this business at the above address.

Zoning Compliance may only be determined and issued by the Haverhill Building Inspector.



COMMONWEALTH OF MASSACHUSETTS
CITY OF HAVERHILL
**BUSINESS
CERTIFICATE**



Issue Date: July 31, 2024
Expiration Date: July 31, 2028

Certificate Number: BUSC-24-152
Fee: \$60.00

The Reserve Restaurant

77 Washington Street Haverhill, MA 01832

Phone: 9782697130

In conformity with the provisions of Chapter 110, Section 5 of the MGL, as amended, the undersigned hereby declares that a business is conducted under the title of:

The Reserve Restaurant at 77 Washington Street - Haverhill, 01832 by 77 Washington St Restaurant, Inc.

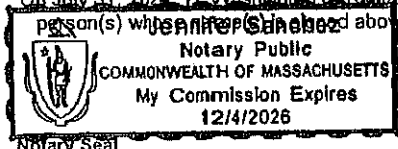
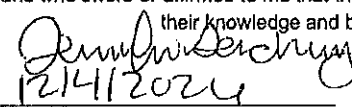
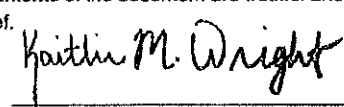
I/We certify under the penalties of perjury that I/we, to the best of my/our knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Signature(s):

77 Washington St Restaurant, Inc.

COMMONWEALTH OF MASSACHUSETTS

On July 31, 2024, 77 Washington St Restaurant, Inc. appeared before me and presented satisfactory evidence of identification which was a , proving the person(s) who appeared before me and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.

Notary Seal Notary Seal Expiration Date Kaitlin Wright, Haverhill City Clerk

THIS DOCUMENT MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC WHO CAN AFFIX HIS/HER SEAL. IF A NOTARY PUBLIC OTHER THAN THE HAVERHILL CITY CLERK'S OFFICE WITNESSES THE SIGNATURE, THE DOCUMENT MUST BE BROUGHT TO THE HAVERHILL CITY CLERK'S OFFICE.

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This certificate must be renewed every four (4) years.

This Business Certificate does not confer zoning approval for conducting of this business at the above address.

Zoning Compliance may only be determined and issued by the Haverhill Building Inspector.



COMMONWEALTH OF MASSACHUSETTS
CITY OF HAVERHILL
**BUSINESS
CERTIFICATE**



Issue Date: July 31, 2024
Expiration Date: July 31, 2028

Certificate Number: BUSC-24-151
Fee: \$60.00

Vault 77 Lounge

77 Washington Street Haverhill, MA 01832

Phone: 9782697130

In conformity with the provisions of Chapter 110, Section 5 of the MGL, as amended, the undersigned hereby declares that a business is conducted under the title of:

Vault 77 Lounge at 77 Washington Street - Haverhill, 01832 by 77 Washington St Restaurant, Inc.

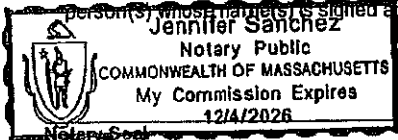
I/We certify under the penalties of perjury that I/we, to the best of my/our knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Signature(s):

77 Washington St Restaurant, Inc.

COMMONWEALTH OF MASSACHUSETTS

On July 31, 2024, 77 Washington St Restaurant, Inc. appeared before me and presented satisfactory evidence of identification which was a , proving the Person(s) whose name(s) is signed above and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.



Jennifer Sanchez
12/4/2026
Notary Seal Expiration Date
Kaitlin M. Wright
Kaitlin Wright, Haverhill City Clerk

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This Business Certificate does not confer zoning approval for conducting of this business at the above address.

Zoning Compliance may only be determined and issued by the Haverhill Building Inspector.

The Commonwealth of Massachusetts, William Francis Galvin Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Minimum Filing Fee:
\$250.00

Identification Number: 001823376 (number will be assigned)

ARTICLE I

The exact name of the corporation is:

77 WASHINGTON ST RESTAURANT, 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. Specify if you want a more limited purpose:

TO OWN, OPERATE AND MANAGE A RESTAURANT/BAR/FUNCTION HALL AND TO ENGAGE IN ANY ACTIVITIES RELATED THERETO.

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.

Class of Stock	Par value per share (Enter 0 if no par)	Total authorized number of shares	Total authorized par value	Total issued and outstanding number of shares
CNP	0	100,000	0	1,000

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 corporation 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.

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of stock

ARTICLE VI

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

ARTICLE VII

The effective date of organization shall be the date 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 ninety (90) days from the date and time of filing

Later Effective Date (mm/dd/yyyy):

Time (HH:MM)

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:

Agent name: SHARBEL AZZI

Number and street: 107 N BROADWAY

Address 2:

City or town: HAVERHILL

State: MA

Zip code: 01832

c. 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):

title	Individual Name	Address
PRESIDENT	SHARBEL AZZI	107 N BROADWAY HAVERHILL, MA 01832 USA
TREASURER	SHARBEL AZZI	107 N BROADWAY HAVERHILL, MA 01832 USA
SECRETARY	SHARBEL AZZI	107 N BROADWAY HAVERHILL, MA 01832 USA
DIRECTOR	SHARBEL AZZI	107 N BROADWAY HAVERHILL, MA 01832 USA

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

December 31

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

FOOD SERVICE

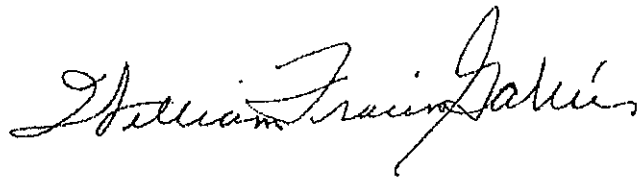
f. The street address (post office boxes are not acceptable) of the principal office of the

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

July 22, 2024 11:03 AM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Address 2:

City or town: HAVERHILL

State: MA

Zip
code: 01832

Country: UNITED STATES

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

Number and
street: 77 WASHINGTON ST

Address 2:

City or town: HAVERHILL

State: MA

Zip code: 01832

Country: UNITED STATES

Which is:

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

Signed this 22 Day of July, 2024 at 11:07 AM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

SHARBEL AZZI



JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)	LICENSEE NAME: 77 WASHINGTON ST RESTAURANT, INC.	CITY/TOWN: HAVERHILL
--	--	----------------------

APPLICANT INFORMATION

LAST NAME: AZZI	FIRST NAME: SHARBEL	MIDDLE NAME: ANIS
MAIDEN NAME OR ALIAS (IF APPLICABLE):	AZZI	PLACE OF BIRTH: LAWRENCE, MA
DATE OF BIRTH:	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME: KHOURY	DRIVER'S LICENSE:	STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT: 5 8	WEIGHT: 160 EYE COLOR: BROWN
CURRENT ADDRESS:	107 NORTH BROADWAY	
CITY/TOWN:	HAVERHILL	STATE: MA ZIP: 01832
FORMER ADDRESS:		
CITY/TOWN:	STATE:	ZIP:

PRINT AND SIGN

PRINTED NAME: SHARBEL AZZI	APPLICANT/EMPLOYEE SIGNATURE: Sharbel Azzi
----------------------------	--

NOTARY INFORMATION

On this August 12, 2024	before me, the undersigned notary public, personally appeared Sharbel Azzi
(name of document signer), proved to me through satisfactory evidence of identification, which were U.S. passport	
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.	

DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF CORI AUTHORIZED EMPLOYEE
---------------	---------------------------------------

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

Commercial Lease

This Commercial Lease ("Lease") is dated as of August 01, 2024, by and between 77 WASHINGTON ST GROUP LLC. ("Landlord") and 77 WASHINGTON ST RESTAURANT, INC. ("Tenant"). The parties agree as follows:

Premises. The Landlord, in consideration of the lease payments provided in this Lease, leases to the Tenant TOTAL OF 17,300 SQ FEET INCLUDING THE BASEMENT LEVEL TOTALING 5 FLOORS. ("Premises") located at 77 WASHINGTON ST, HAVERHILL, Massachusetts 01832.

Term. The lease term will begin on August 01, 2024 and will terminate on August 01, 2029.

Lease Payments. The Tenant shall pay to the Landlord monthly installments of \$13,000.00, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 107 NORTH BROADWAY, HAVERHILL, Massachusetts 01832. The payment address may be changed from time to time by the Landlord.

Possession. The Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to the Landlord on the last day of the term of this Lease unless otherwise agreed by both parties in writing. At the expiration of the term, the Tenant shall remove their goods and effects and peaceably yield up the Premises to the Landlord in as good a condition as when delivered to the Tenant, ordinary wear and tear excepted.

Storage. The Tenant shall be entitled to store items of personal property in THE BASEMENT during the term of this Lease. The Landlord shall not be liable for loss of, or damage to, such stored items.

Property Insurance. The Landlord and the Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. The Landlord shall be named as an additional insured in such policies. The Tenant shall deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the Landlord. The Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. The Tenant shall also maintain any other insurance which the Landlord may reasonably require for the protection of the Landlord's interest in the Premises. The Tenant is responsible for maintaining casualty insurance on its own property.

Liability Insurance. The Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. The Tenant shall deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the Landlord. The Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

Renewal Terms. This Lease shall automatically renew for an additional period of 5 YEARS per renewal term unless either party gives written notice of termination no later than 60 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

Utilities and Services. The Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

Taxes. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

(a) Real Estate Taxes. The Landlord shall pay all real estate taxes and assessments for the Premises.

Defaults. The Tenant shall be in default of this Lease if the Tenant fails to fulfill any lease obligation or term by which the Tenant is bound. Subject to any governing provisions of law to the contrary, if the Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by the Landlord to the Tenant, the Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing the Landlord's rights to damages. In the alternative, the Landlord may elect to cure any default, and the cost of such action shall be added to the Tenant's financial obligations under this Lease. The Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by the Landlord by reason of the Tenant's defaults. All sums of money or charges required to be paid by the Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

Holdover. If the Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), the Tenant shall pay to the Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

Cumulative Rights. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

Notice. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

The Landlord:

77 WASHINGTON ST GROUP LLC.
107 NORTH BROADWAY
HAVERHILL, Massachusetts 01832

The Tenant:

77 WASHINGTON ST RESTAURANT, INC.
77 WASHINGTON ST
HAVERHILL, Massachusetts 01832

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

Governing Law. This Lease shall be construed in accordance with the laws of Massachusetts.

Entire Agreement/Amendment. This Lease contains the entire agreement of the parties, and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing if the writing is signed by the party obligated under the amendment.

Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Waiver. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

The Landlord:
77 WASHINGTON ST GROUP LLC.

By: SHARBEL AZZI
SHARBEL AZZI
PRESIDENT

Date: 08/12/2024

The Tenant:
77 WASHINGTON ST RESTAURANT, INC.

By: Sharbel Azzi
SHARBEL AZZI
PRESIDENT

Date: 08/12/2024

**City of Haverhill
License Commission**

Notice is hereby given, under Chapter 138 of the General Laws, that: **77 Washington Street Restaurant, Inc. d/b/a The Reserve Restaurant, Vault 77 Lounge, The Exchange Events** located at **77 Washington Street**, Haverhill, MA 01832, **Sharbel Azzi, Manager**, has petitioned the Haverhill License Commission for a **New §12 Restaurant all alcohol license.**

Description of the premises: The 1st and 2nd floor which is a total of 7000 sq ft will be an open concept steakhouse restaurant. It has 3 bathrooms on the first floor, kitchen, access to basement, and two entrance ways. The third floor which is a total of 3500 square feet will be a Taps Lounge It has a kitchen, 2 bathrooms, and 2 exit ways. The 4th floor will be an event hall with 3500 sq ft and two exit ways and a storage and prep room. Basement to be used for storage. Public Hearing to be held on **Thursday, September 5, 2024, at 6 PM** in Room 202, Theodore A. Pelosi Jr. Council Chambers at Haverhill City Hall, 4 Summer Street.

Haverhill License Commission

Laura Angus

Linda Koutoulas

Patrick Driscoll

HG - Publication Dates

309-1-5A-47	70	WASHINGTON ST	1&1 REALTY TRUST	70 WASHINGTON ST, UNIT 606	HAVERHILL	MA	01832
309-1-5A-48	70	WASHINGTON ST	CORMIER JEANNINE J	70 WASHINGTON ST UNIT 408	HAVERHILL	MA	01832
309-1-5A-49	70	WASHINGTON ST	DELMORAL JUAN P	70 WASHINGTON ST #4-9	HAVERHILL	MA	01832
309-1-5A-51	70	WASHINGTON ST	RICCIARDI JENNIFER RUTH	70 WASHINGTON ST UNIT 501	HAVERHILL	MA	01832
309-1-5A-52	70	WASHINGTON ST	ZLOTSKY NANCY	70 WASHINGTON ST UNIT 502	HAVERHILL	MA	01832
309-1-5A-53	70	WASHINGTON ST	STONE LYNDIA G	70 WASHINGTON ST #503	HAVERHILL	MA	01832
309-1-5A-54	70	WASHINGTON ST	O'AGATI JOSEPH D ETUX-LF EST	70 WASHINGTON ST #504	HAVERHILL	MA	01832
309-1-5A-55	70	WASHINGTON ST	70 WASHINGTON STREET, LLC	PO BOX 64	HAMPSTEAD	NH	03841
309-1-5A-56	70	WASHINGTON ST	RILEY TIMOTHY-ETAL	70 WASHINGTON ST #506	HAVERHILL	MA	01832
309-1-5A-57	70	WASHINGTON ST	HARVEY PAMELA ANNE	70 WASHINGTON ST UNIT 507	HAVERHILL	MA	01832
309-1-5A-58	70	WASHINGTON ST	CELAYA FAMILY TRUST	70 WASHINGTON ST #5-8	HAVERHILL	MA	01832
309-1-5A-59	70	WASHINGTON ST	CAPPRINI ROBIN ETUX	70 WASHINGTON ST #509	HAVERHILL	MA	01832
309-1-5A-61	70	WASHINGTON ST	BDART, LLC	70 WASHINGTON ST UNIT 601	HAVERHILL	MA	01832
309-1-5A-62	70	WASHINGTON ST	ZAREMBA WALTER-ETUX	70 WASHINGTON ST #602	HAVERHILL	MA	01832
309-1-5A-63	70	WASHINGTON ST	HILL RYAN S	70 WASHINGTON ST, UNIT 603	HAVERHILL	MA	01832
309-1-5A-64	70	WASHINGTON ST	LOWTHER SEAN C-ETUX	70 WASHINGTON ST #604	HAVERHILL	MA	01832
309-1-5A-65	70	WASHINGTON ST	THE MARYANN POWER REVOCABLE LIVING TRUST	70 WASHINGTON ST, UNIT 605	HAVERHILL	MA	01832
309-1-5A-66	70	WASHINGTON ST	F & E FAMILY TRUST	70 WASHINGTON ST, UNIT 606	HAVERHILL	MA	01832
309-1-5A-67	70	WASHINGTON ST	UNIT 6-7 TRUST	22 LYONS FARM RD	BRADFORD	MA	01835
309-1-5A-68	70	WASHINGTON ST	DOHERTY STEPHEN JR	70 WASHINGTON ST #608	HAVERHILL	MA	01832
309-1-7		WASHINGTON ST	GARIBALDI OF HAVERHILL TRUST	86 WASHINGTON ST	HAVERHILL	MA	01832

2024 NOV 15 AM 10:57
-NO ASSESSOR

BOARD OF ASSESSORS
CITY OF HAVERHILL
4 SUMMER STREET • RM 115
HAVERHILL, MA 01830-5843

301-52-18
JACQUES/PILLING LJS LLC
WINGATE ST
BRIGHTON, MA 2135

301-52-4
JACQUES/PILLING LJS LLC
67 WASHINGTON ST
BRIGHTON, MA 2135

301-52-5
77 WASHINGTON ST GROUP LLC
77 WASHINGTON ST
HAVERHILL, MA 1832

301-52-6
87 WASHINGTON LLC
87 WASHINGTON ST
BOSTON, MA 2110

301-52A-3-1A
FUTURE VIEW, LLC
61 WASHINGTON ST
ANDOVER, MA 1810

301-52A-3-1B
LIEN-THU DAO, LLC
59 WASHINGTON ST
DORCHESTER, MA 2122

301-52A-3-2G
GM&E REALTY LLC
57 WASHINGTON ST
METHUEN, MA 1844

301-52A-3-2H
57 WASHINGTON STREET #2H REALT
57 WASHINGTON ST
PLAISTOW, NH 3865

301-52A-3-3A
MURPHY SHAUN
57 WASHINGTON ST
HAVERHILL, MA 1832

301-52A-3-3B
WAXWINGERL, LLC
57 WASHINGTON ST
NEWBURYPORT, MA 1950

301-52A-3-3C
GM&E REALTY LLC
57 WASHINGTON ST
METHUEN, MA 1844

301-52A-3-3D
MARKET SQUARE TRUST
57 WASHINGTON ST
NEWBURY, MA 1951

301-52A-3-4A
MARKET SQUARE TRUST
57 WASHINGTON ST
NEWBURY, MA 1951

301-52A-3-4B
GILLESPIE MEGHAN
57 WASHINGTON ST
HAVERHILL, MA 1832

301-52A-3-4C
GM&E REALTY LLC
57 WASHINGTON ST
METHUEN, MA 1844

301-52A-3-4D
BRYANT SARAH
57 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-11
TESSA LILIANE-ETUX
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-12
FISHER WILLIAM G
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-13
ALWAYS BE PEACEFUL REVOCABLE TRUST
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-14
O'BRIEN PAULA
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-15
HICKEY PAUL J
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-16
MCMAHON LUKE L-ETAL
70 WASHINGTON ST
HAVERHILL, MA 1830

309-1-5A-17
71-73 SOUTH PLEASANT STREET REALTY TRUST
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-18
LOWTHER SEAN C
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-19
EARLY LAUREN
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-21
CONNOLLY LILY F
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-22
PHANEUF MARY
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-23
MAHONEY EDWARD RETAL
70 WASHINGTON ST
ATKINSON, NH 3811

309-1-5A-24
70/204 WASHINGTON STREET RLTY TRUST
70 WASHINGTON ST
HAVERHILL, MA 1830

309-1-5A-25
TODD LAURIE A
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-26
THE ELEANOR JANE PRENDERGAST REVOCABLE
TRUST OF 2016
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-27
PATEL JITENDRA A-ETUX
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-28
McGONEGAL MICHAEL F
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-29
THE BRUCE M. DONOHUE REVOCABLE
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-31
SMOOTH SAILING REALTY TRUST
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-32
F & E FAMILY TRUST
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-33
HARBER KATHLEEN H
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-34
BELLOCCHIO MATTHEW M ETUX
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-35
GLYNN MARY JO ETAL
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-36
EL-ASHKAR MICHEL
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-37
70/307 WASHINGTON STREET REALTY TRUST
70 WASHINGTON ST
HAVERHILL, MA 1830

309-1-5A-38
MARTIN KIMBERLY M
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-39
BOWERING DIANA E
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-41
DIBATTISTA ANTHONY
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-42
THURLOW CORINTHA
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-43
PUEYO EUGENIO
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-44
TARDIF ONE FAMILY TRUST
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-45
PETROU LEANNE
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-46
MATOLCSY ALEXANDER-LIFE EST
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-47
J&J REALTY TRUST
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-48
CORMIER JEANNINE J
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-49
DELMORAL JUAN P
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-51
RICCIARDI JENNIFER RUTH
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-52
ZLOTSKY NANCY
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-53
STONE LYNDIA G
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-54
D'AGATI JOSEPH D ETUX-LF EST
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-55
70 WASHINGTON STREET, LLC
70 WASHINGTON ST
HAMPSTEAD, NH 3841

309-1-5A-56
RILEY TIMOTHY-ETAL
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-57
HARVEY PAMELA ANNE
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-58
CELATA FAMILY TRUST
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-59
CAPPRINI ROBIN ETUX
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-61
BDART, LLC
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-62
ZAREMBA WALTER-ETUX
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-63
HILL RYAN S
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-64
LOWTHER SEAN C-ETUX
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-65
THE MARYANN POWER REVOCABLE LIVING TRUS
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-66
F & E FAMILY TRUST
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-5A-67
UNIT 6-7 TRUST
70 WASHINGTON ST
BRADFORD, MA 1835

309-1-5A-68
DOHERTY STEPHEN JR
70 WASHINGTON ST
HAVERHILL, MA 1832

309-1-7
GARIBALDI OF HAVERHILL TRUST
WASHINGTON ST
HAVERHILL, MA 1832



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**

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)

00027-CL-0520

ENTITY/ LICENSEE NAME

Wilbur M. Comeau Post #4, American Legion, Inc.

ADDRESS

1314 Main Street

CITY/TOWN

Haverhill

STATE

MA

ZIP CODE

01830

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

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



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

☒ **Change of License Manager**

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Wilbur M. Comeau Post #4, American Legion, Inc.	Haverhill	000-27-CL-0520

2. APPLICATION CONTACT

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

Name	Title	Email	Phone
David F. DiCeglie	Treasurer	tankerdd@comcast.net	978-857-2360

3A. MANAGER INFORMATION

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

Proposed Manager Name	Marcelline Carves	Date of Birth	[REDACTED]
Residential Address	45 Sweet Hill Rd Plaistow N.H 03865		
Email	m.leonard98@yahoo.com	Phone	978-808-6477
Please indicate how many hours per week you intend to be on the licensed premises	35	Last-Approved License Manager	Anne DeCosta

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.

Date	Municipality	Charge	Disposition

3C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
1980	2017	Manager	New Image Salon	Marcelline Higgins
11/2017	Present	Bartender	American Legion Post 4	Anne DeCosta

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.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

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

Manager's Signature Marcelline Carves Date 8/23/24

APPLICANT'S STATEMENT

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

Of Wilbur M Comeau Post 4 The American Legion
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:

David F. DiCeglie

Date: 22 AUG 2024

Title:

Treasurer

ENTITY VOTE

The Board of Directors or LLC Managers of

Wilbur M. Comeau Post 4 The American Legion

Entity Name

duly voted to apply to the Licensing Authority of

Haverhill

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

3 JUN 2024

Date of Meeting

For the following transactions (Check all that apply):

☒ Change of Manager☐ Other

"VOTED: To authorize

David F. DiCeglie - Treasurer

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

Marcelline Carves

Name of Liquor License Manager

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

A true copy attest,


Corporate Officer / IWC Manager

Corporate Officer /LLC Manager Signature

For Corporations ONLY

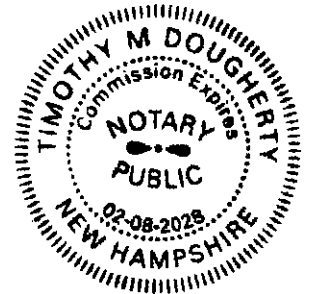
A true copy attest,

[Signature]

Corporation Clerk's Signature

Timothy M Dougherty

(Print Name)



David E. D. Cagle - Treason

(Print Name)



JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSE)</small>	00027-CL-0520	LICENSEE NAME:	Wilbur M. Comeau Post #4, American Legion, Inc.	CITY/TOWN:	HAVERHILL
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APPLICANT INFORMATION

LAST NAME:	Carves	FIRST NAME:	Marcelline	MIDDLE NAME:	Patricia
MAIDEN NAME OR ALIAS (IF APPLICABLE):	Higgins	PLACE OF BIRTH:	Boston Ma		
DATE OF BIRTH:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	[REDACTED]		
MOTHER'S MAIDEN NAME:	McGrath	DRIVER'S LICENSE:	[REDACTED]	STATE LIC. ISSUED:	New Hampshire
GENDER:	FEMALE	HEIGHT:	5	8	WEIGHT: 150 EYE COLOR: BROWN
CURRENT ADDRESS:	45 Sweet Hill Rd				
CITY/TOWN:	Plaistow	STATE:	N.H	ZIP:	03865
FORMER ADDRESS:	18 Governor Hutchinson Rd				
CITY/TOWN:	Billerica	STATE:	Ma.	ZIP:	01821

PRINT AND SIGN

PRINTED NAME:	Marcelline P. Carves	APPLICANT/EMPLOYEE SIGNATURE:	Marcelline P. Carves
---------------	----------------------	-------------------------------	----------------------

NOTARY INFORMATION

On this 26th day of AUGUST 2024 before me, the undersigned notary public, personally appeared MARCELLINE P CARVES

(name of document signer), proved to me through satisfactory evidence of identification, which were True

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.

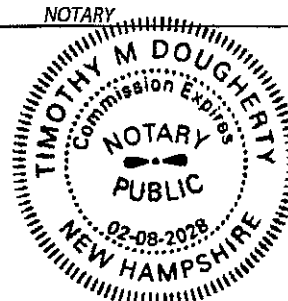
[Signature]

NOTARY

DIVISION USE ONLY

REQUESTED BY:	[REDACTED]
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCIJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCIJ. 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 DCIJ via mail or by fax to (617) 650-4614.



New Hampshire DRIVER LICENSE



GIVEN NAME
MARCELLINE PATRICIA

**46 SWEET HILL RD
PLAISTOW, NH 03865**

SEX: **F** HT: **5-08"** WT: **158 lb** EYES: **BRO** HAIR: **BRO**

EXP. DATE: **02/15/2024** DATE OF BIRTH: **01/31/1963**

CLASS: **D** ENDORSEMENTS: **NONE**

Marcelline Carver

02702105

REPUBLIC OF THE PHILIPPINES

OFFICE OF THE SECRETARY OF DEFENSE

1968

REPUBLIC OF THE PHILIPPINES

OFFICE OF THE SECRETARY OF DEFENSE

1968

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.



Payment has been processed successfully.

Amount: \$200.35 (Filing Fees-Retail) + \$0.35 (Convenience Fee) = \$200.70

Description	Payment Reference Number	Amount
FILING FEES-RETAIL	00027-CL-0520	\$200.00
		\$200.00

Total Convenience Fee: \$0.35

Date Paid: 8/22/2024 3:04:12 PM EDT

Total Amount Paid: \$200.35

Payment On Behalf Of

License Number or Business Name:
00027-CL-0520

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
American Legion Post 4

Last Name:

Address:
1314 Main Street

City:
Haverhill

State:
MA

Zip Code:
01830

Email Address:
comeaupost4@comcast.net

Receipt from nCourt

customerservice@nCourt.com <customerservice@nCourt.com>

Thu 8/22/2024 7:51 PM

To:comeaupost4@comcast.net <comeaupost4@comcast.net>

YOUR RECEIPT >>

Please include the payment receipt with your application. Thank you.

Name: Massachusetts Alcoholic Beverages Control Commission - Retail

Address 1: 95 Fourth Street, Suite 3

City: Chelsea

State: Massachusetts

Zip: 02150

First Name: Wilbur M. Comeau Post #4, American Legion, Inc.

Last Name: Wilbur M. Comeau Post #4, American Legion, Inc.

Address 1: 1314 Main Street

City: Haverhill

Phone: (978) 372-6885

State/Territory: MA

Zip: 01830

FILING FEES-RETAIL

00027-CL-0520

\$200.00

Receipt Date: 8/22/2024 3:04:12 PM EDT

Invoice Number: 18c08852-f24e-4499-949d-a60a45922733

Convenience Fee: \$0.35
Total Amount Paid: \$200.35

Organization Name American Legion Post 4

Address 1 1314 Main Street

City Haverhill

State/Territory MA

Card Type Checking

Card Number ****9592

Show Cause Hearing Administrative Review

LICENSEE: The New Lantern Café, Inc. d/b/a New Lantern Café

ADDRESS: 240 Essex Street

MANAGER: Jonus Rustani

DATE LICENSED: approx. 1983 new license.

Violations

DATE	VIOLATION	COUNTS	GOVERNING BODY	RESULT
3/7/2024	VIOLATION OF 204 CMR 2.05 -INCIDENT THAT OCCURRED ON 2/14/24 -POSSIBLE OVERSERVING	1	LLA	FOUND IN VIOLATION OF CMR CLOSE FROM MARCH 18-MARCH 17. WHEN REOPENED THERE MUST BE 2 PEOPLE WORKING THURSDAY, FRIDAY, SATURDAY, SUNDAY ,READRESSED IN 6 MONTHS
2/3/2024	LARGE GROUP OF PEOPLE FIGHTING OUTSIDE			FYI ONLY
11/25/2023	Violation of CMR 2.05 (2) Permitting an illegality on the licensed premises Incident that occurred 11/25/23	1	LLA	NO ACTION TAKEN- PLACED ON FILE
6/1/2023	Violation of CMR 2.05 (2) Permitting an illegality on the licensed premises (Incidents on 3/8/2023, 5/3/2023)	2	LLA	Close early until July 3, 2023 and upgrde the camera system
4/6/2023	Incident that occurred on or about March 8, 2023, at approximately 20:22	1	LLA	probation for 6 months and if anything comes up during this time this incident and the new incident will be heard.

Show Cause Hearing Administrative Review

7/11/2019	ITEM FOR DISCUSSION: REPLACING THE TENT IN THE BACK OF THE BUILDING		LLA	REFERRED TO THE INSPECTIONAL DEPARTMENT. NO ACTION TAKEN
12/7/2018	POSSIBLE OVER SERVING, FAILURE TO MAINTAIN A SAFE ENVIRONMENT, INCIDENT THAT OCCURRED ON OR ABOUT 8/31/2018	1 1 1	LLA	INSTALL CAMERAS IN THE REAR OF THE BUILDING, INSTALL A SIGN THAT ALCOHOL NOT BE BROUGHT OUTSIDE, REMOVE TENT IN BACK, 90 DAY PROBATION
09/01/2016	OVERSERVING ASSAULT AND BATTERY	1	LLA	EARLY CLOSING ON SATURDAY SEPTEMBER 3, 2016, AND PROBATION FOR ONE YEAR ENDING ON 09/01/2017
09/01/2016	ILLEGAL OPERATION OF GAMBLING MACHINE	1	LLA	SUSPENSION 09/09/2016 – 09/19/2016
04/05/2012	CROWD CONTROL	1	LLA	EARLY CLOSING FOR FOUR NIGHTS AT 11:00 PM
12/8/2011	Chapter 138, section 34 – Sale of Delivery of an alcoholic beverage to a person under twenty-one years of age	1	LLA	One Year Probationary Period, with 1-3 days early closing hours held in abeyance for 1 year to be imposed if any additional violations occur.
	A & B with deadly weapon	1	LLA	?
04/01/2008	Ordinance 40 §21 empty out bar—non- compliance	1	LLA	?

Show Cause Hearing Administrative Review

9/27/07	272 §53 disorderly conduct	1	LLA	?
09/28/2007	A & B in establishment	1	LLA	?
10/28/2007	Disorderly conduct	1	LLA	?
11/17/1999	138 §69 intoxicated persons (2 counts)	1	ABCC	?
02/26/1996	Serving to minor	1	LLA	3 day suspension
12/28/1995	138 §34 (2)	1	LLA	?
08/03/1992	Closing after hours	1	LLA	Two day suspension



Haverhill

License Commission, Room 118
Phone: 978-420-3623 Fax: 978-373-8490
jsanchez@cityofhaverhill.com

Via Hand Delivered

Jonus Rustani, Manager
The New Lantern Café, Inc.
d/b/a New Lantern Cafe
124 Essex Street
Haverhill, MA 01832

August 2, 2024

Re: Show Cause Hearing: Thursday, September 5, 2024, at 6:00 PM; Room 202 City Hall

Dear Mr. Rustani,


You are hereby notified that the Haverhill License Commission will hold a show cause hearing on **Thursday September 5, 2024, at 6:00 P.M.** in Room 202, Haverhill City Hall, 4 Summer Street, Haverhill, MA 01830 for the purpose of determining if there is sufficient cause to hold you responsible for the alleged infraction(s):

Show Cause Hearing: Alleged Violation of 204 CMR 2.05(2) Permitting an illegality on the licensed premises, to wit: (2) No licensee for the sale of alcoholic beverages shall permit any disorder, disturbance or illegality of any kind to the place in or on the licensed premises. The licensee shall be responsible therefor, whether present or not

INCIDENT THAT OCCURRED ON OR ABOUT MAY 26, 2024, AT APPROXIMATELY 01:18

Should the Commission find, after a hearing that you are responsible for the above infraction you could face any penalty allowed by law, up to and including revocation of your license. ***You are hereby advised that you have a right to be represented by counsel at this hearing if you so choose. Please bring any witnesses and evidence with you to the contrary at the time of your hearing. A copy of the incident is enclosed.***

Sincerely,


Laura Angus, Chairperson
Haverhill License Commission
Enclosure
JLS

cc: Chief Pistone, Haverhill Police Department



**HAVERHILL PD
HAVERHILL, MA**

INCIDENT # / REPORT #
24021839 / 2

OFFICER
BAILEY, B

RANK
PATROLMAN

REVIEW STATUS
APPROVED

As Of 06/04/2024 16:18:18

BASIC INFORMATION

CASE TITLE

LOCATION

APT/UNIT #

ESSEX ST & HIGH ST

DATE/TIME REPORTED

05/26/2024 01:18:56

DATE/TIME OCCURRED

On or about 05/26/2024 01:18

INCIDENT TYPE(S)/OFFENSE(S)

(265/15A/A)A&B WITH DANGEROUS WEAPON c265 S15A

PERSONS

ROLE

NAME

SEX

RACE

WITNESS

FEMALE

WHITE

WITNESS

MALE

WHITE

VICTIM

MALE

WHITE

INVOLVED PARTY

MALE

WHITE

WITNESS

RUSTANI, JONUS

MALE

WHITE

WITNESS

FEMALE

WITNESS

FEMALE

WITNESS

LE

WITNESS

FEMALE

WITNESS

WITNESS

MALE

WHITE

WITNESS

MALE

WHITE

INVOLVED PARTY

NEW LANTERN CAFE,

OFFENDERS

<u>STATUS</u>	<u>NAME</u>	<u>SEX</u>	<u>RACE</u>
DEFENDANT	[REDACTED]	FEMALE	WHITE
DEFENDANT	[REDACTED]	MALE	WHITE

VEHICLES

<u>ROLE</u>	<u>TYPE</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>COLOR</u>	<u>REG #</u>	<u>STATE</u>
SUSPECT VEHICLE		2014	NISSAN	ROGUE	GRAY	[REDACTED]	MA

<u>STOLEN \$</u>	<u>REC CODE</u>	<u>DATE REC</u>	<u>REC \$</u>	<u>REC BY</u>

[NO PROPERTY]**REPORT**

<u>DATE/TIME OF REPORT</u>	<u>TYPE OF REPORT</u>	<u>REVIEW STATUS</u>
05/26/2024 04:54:29	SUPPLEMENT	APPROVED

NARRATIVE

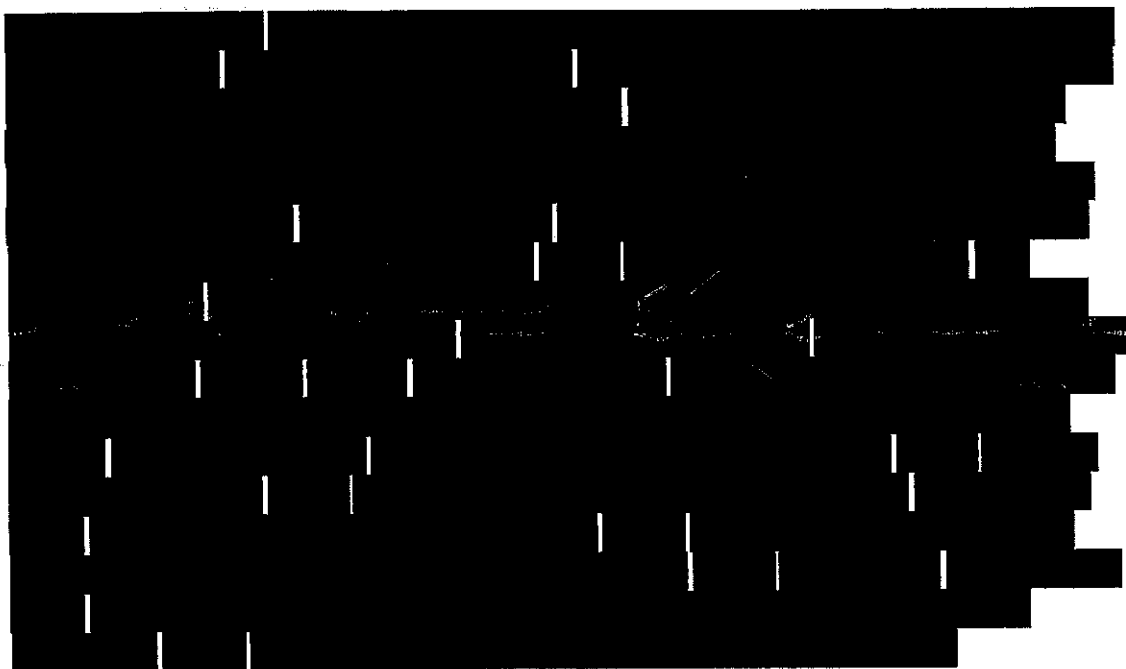
On 5/25/2024, I was assigned as the on-call detective. At approximately 1:42 A.M., I received a call from the Officer in Charge, Lieutenant Keenan to respond to the area of Essex Street and High Street for a report of a ABDW where the victim was unconscious when transported to the hospital.

At approximately 2:11 A.M., I arrived on scene and was briefed by Officer Falcon and Lieutenant Clark. I was advised that the victim, later identified as [REDACTED] had been transported to Lawrence General Hospital and Officer Depina was with the victim. At approximately 2:26 A.M., Officer Depina informed me the victim was receiving a CAT Scan. At approximately 2:34 A.M., Officer Depina informed me that the victim was conscious and alert, however he spoke mostly Spanish. The victim was brought back down to the ER in room C4.

I photographed the scene and canvassed the area for evidence. In the crosswalk at the bottom of High Street, a cellular phone with a black case was located (Later determined to belong to Mr. [REDACTED]). The phone was photographed and collected as evidence. Located on the sidewalk in front of Exclusive Beauty Salon where [REDACTED] was prior to being transported the hospital was a lighter, a pack of Marlboro cigarettes and a quarter (Later determined to belong to [REDACTED]). No further evidence was located on scene.

Involved Party [REDACTED] was the only person on scene when I

arrived. I spoke with [REDACTED] with assistance of Officer Guzman as [REDACTED] only spoke Spanish.



I returned to the station and reviewed the City cameras at the intersection of Essex Street and High Street. At approximately 1:00 A.M. patrons can be seen exiting the New Lantern Cafe onto Essex Street. It appears as words are being exchanged as [REDACTED] is pushing the [REDACTED] away from the bar towards High Street. The White female suspect, later identified as [REDACTED] who appears to be wearing a pink sun dress and white sleeveless shawl approaches the victim, kicks him in the leg and slaps him several times. The group moves over to the bottom of High Street where a darker male, later identified as [REDACTED], wearing what appears to be a black long sleeve shirt and black hat is observed with [REDACTED]. Due to the body language of [REDACTED] it appears as if they are arguing.

At approximately 1:06 A.M. the group is observed further up High Street, near 4 High Street and sometimes out of view of the camera. [REDACTED] is observed at the bottom of High Street and appears to be hugging [REDACTED] til she is observed making a jerking motion down which appears to be consistent with [REDACTED] statement that she attempted to take his chain. [REDACTED] also appears to smack [REDACTED] in the back of his head. [REDACTED] then leaves the area.

At approximately 1:07 A.M., [REDACTED] is observed walking back towards the New Lantern and [REDACTED] appears to have his phone out in front of him and possibly recording [REDACTED]. The group then shifts back towards the intersection of High Street and Essex Street. A dark colored

Dodge SUV which was initially parked out in front of the New Lantern appears to observe the commotion and circles around stopping on Essex at High with their hazards on. What appears to be two females, exit the Dodge SUV and attempt to be trying to diffuse the situation.

At approximately 1:09 A.M., [REDACTED] is observed taking [REDACTED] phone out of his hands and pushing [REDACTED] a couple times, once into the front door of Exclusive Beauty Salon. [REDACTED] takes [REDACTED] to the ground and they begin to grapple on the ground. When they go to the ground, it appears that [REDACTED] drops [REDACTED] phone on the ground. [REDACTED] and [REDACTED] continue to fight on the ground and end up in front of a parked vehicle near 4 High Street and [REDACTED] approaches while they are on the ground and hits the [REDACTED] at which point she falls to the ground.

At approximately 1:11 A.M., while [REDACTED] and [REDACTED] are still on the ground, one of the females from the Dodge SUV picks up [REDACTED] phone and throws it across High Street. The phone screen can be observed illuminating when it strikes the ground. It appears [REDACTED] may have [REDACTED] around the neck with his left arm, possibly applying a choke hold. A second male wearing a dark colored t-shirt and jeans is observed walking over to [REDACTED]. The second male grabs [REDACTED] arms, who appears to be unconscious and assist him to the sidewalk at which time the [REDACTED] delivers one kick to [REDACTED] facial area with his right leg. [REDACTED] is assisted to her feet by both females from the Dodge SUV at which time [REDACTED] walks over to [REDACTED] and kicks him in the head. [REDACTED] then walks back toward the New Lantern and enters a dark colored small SUV which was parked in front of the bar and drives towards downtown on Essex Street. The vehicle appears to have a Massachusetts registration and a distinctive circular sticker in the center of the rear window (reviewing city cameras, SUV passes Locust Street but never makes it to Washington Sq.)

At approximately 1:14 A.M., [REDACTED] and the second male party appear to be checking on [REDACTED] then places his foot on [REDACTED] head and [REDACTED] can be observed attempting to raise his body a couple times. At no time is the second male party observed assaulting [REDACTED] kicks [REDACTED] two more times in the head, then everyone is observed leaving [REDACTED] on the sidewalk. [REDACTED] appears to cross High Street from the even side to the odd and head towards Albion Street.

[REDACTED]

[REDACTED]

[REDACTED]

At approximately 6:13 A.M., I located a gray 2017 Nissan Rogue bearing Massachusetts Registration [REDACTED] parked behind 25 Washington Square. This vehicle had circular sticker in the center of the rear windshield and matched the description of the SUV operated by the female suspect. The location where the vehicle was located is consistent with the suspects path of travel after leaving the New Lantern as it proceed down Essex Street towards downtown and is observed on the Hayes building camera at 1:16 A.M., however the vehicle is never observed on the Washington Square cameras. The suspect vehicle is registered to [REDACTED] which is consistent with the suspects reported age.

[REDACTED]

[REDACTED]

I proceeded to 25 Washington Square to speak with the suspect [REDACTED] who was outside and about to enter her Nissan Rogue. I identified myself as a Haverhill Police Officer and asked to speak with her about the incident at New Lantern. [REDACTED]

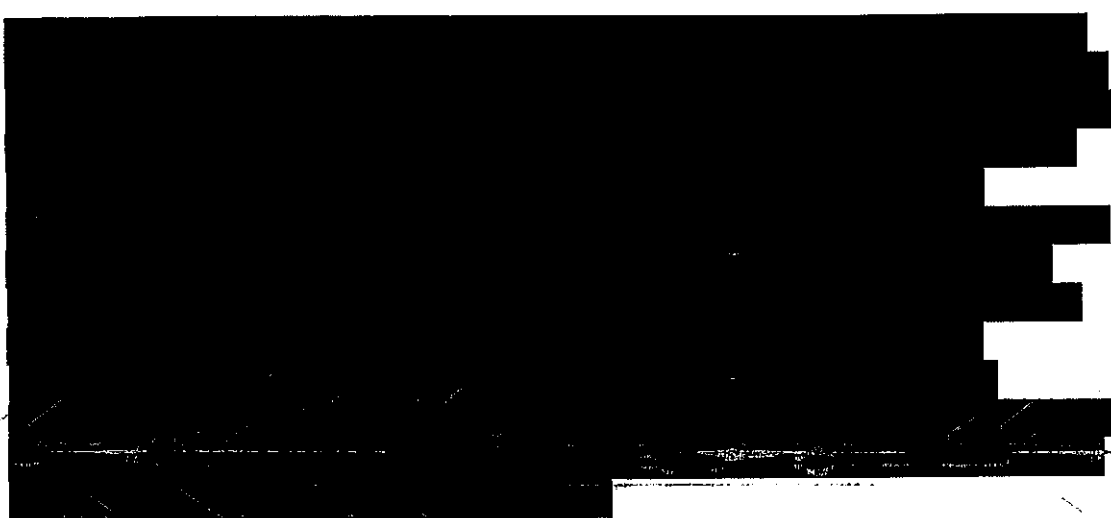
[REDACTED]

On 5/28/2024, I contacted the owner of the New Lantern Cafe Jonus Rustani by phone. I advised Mr. Rustani that I was following up on the incident from the early morning hours of 5/26/2024 and asked if he had camera's inside the bar. [REDACTED]

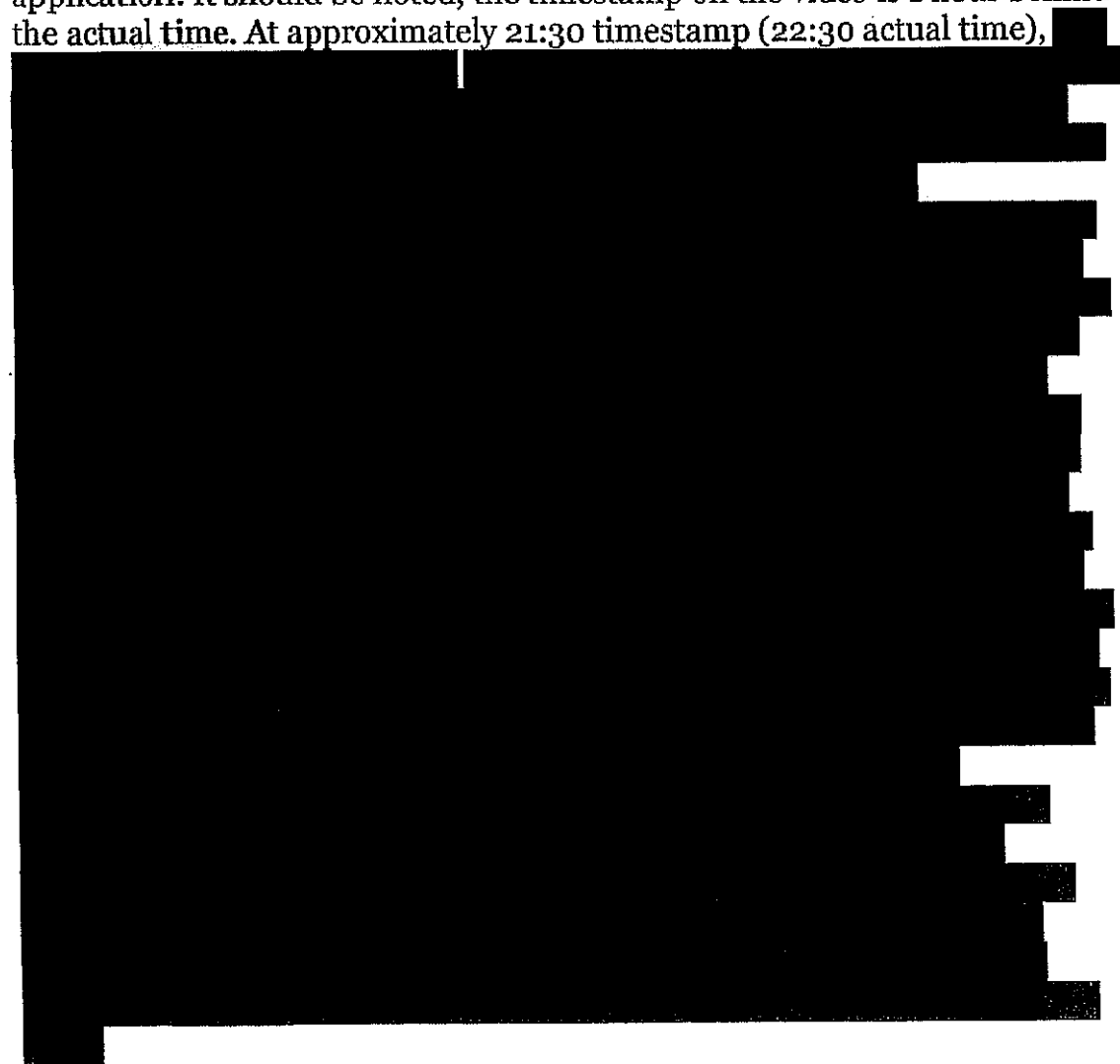
[REDACTED] Mr. Rustani was cooperative and would allow me to review his surveillance footage, however he wasn't available until 5/30/2024.


On 5/30/2024, I met Mr. Rustani at the New Lantern and attempted to extract video footage from 5/26/2004 into 55/27/20024, however his surveillance system is very dated and I was unable to extract the video footage. While I was at the bar, [REDACTED] entered to bar and after recognizing me, came over to speak with me. [REDACTED]

[REDACTED]

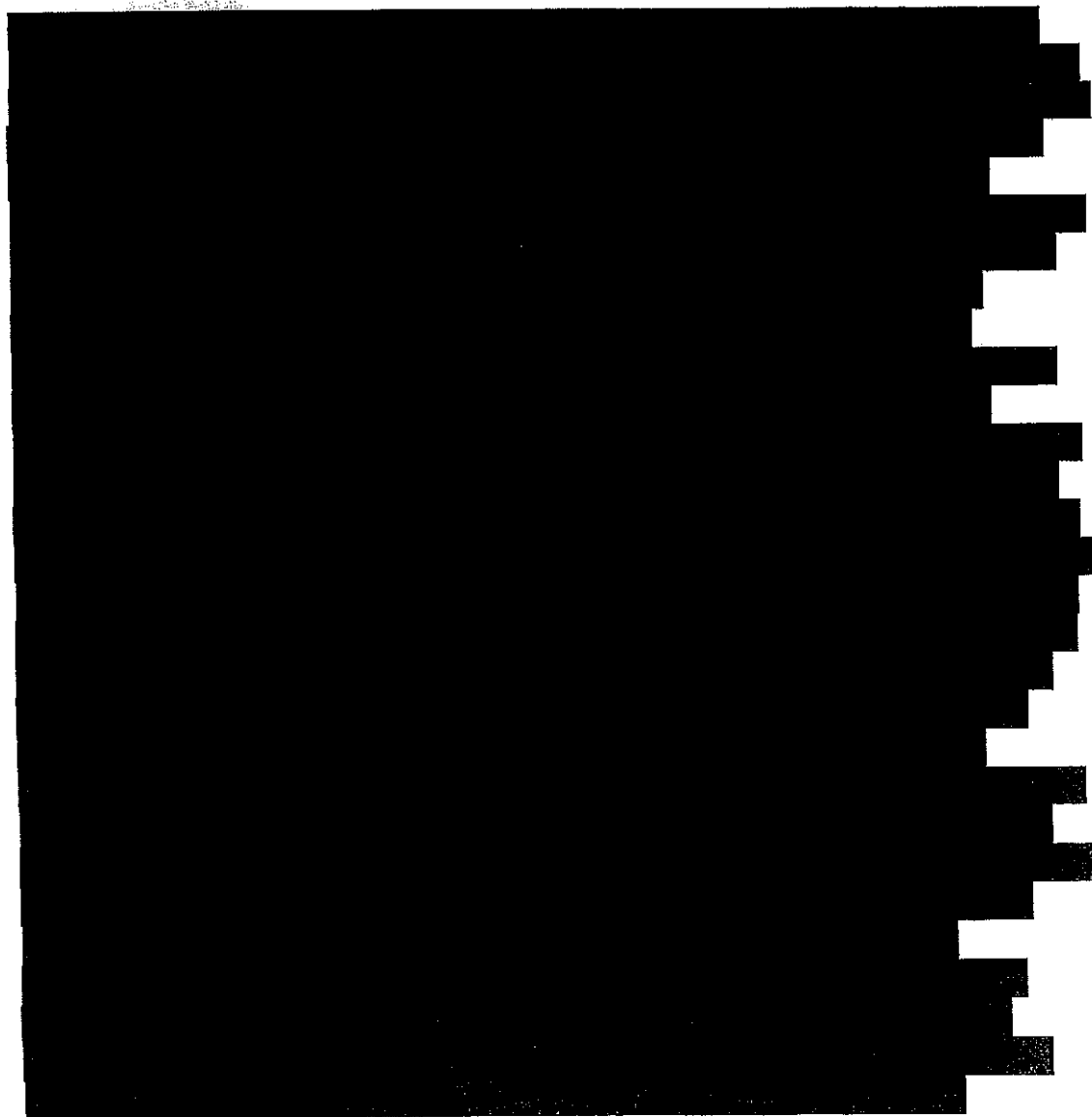
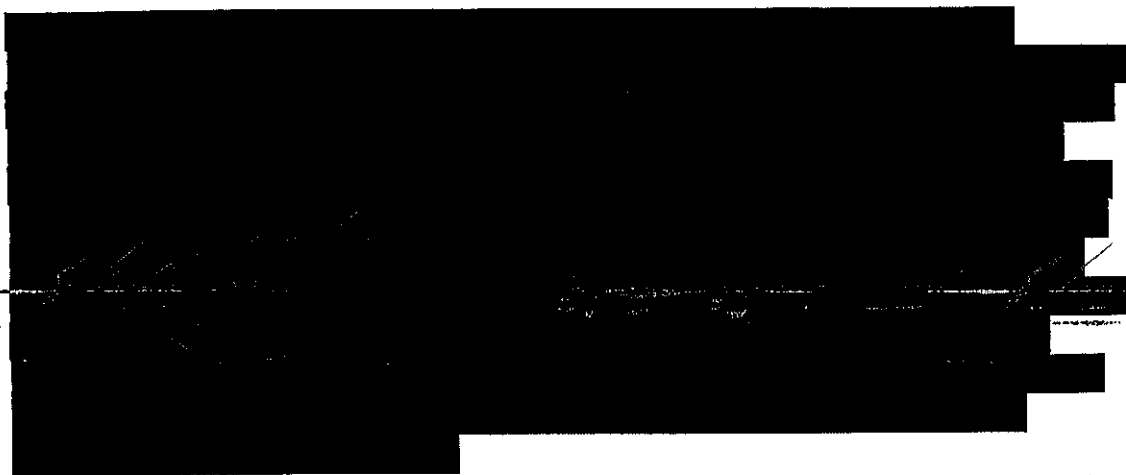


Mr. Rustani allowed me digital access into his system through IP Pro application. It should be noted, the timestamp on the video is 1 hour behind the actual time. At approximately 21:30 timestamp (22:30 actual time),



While reviewing the video footage, I was also looking for video of the male suspect, later identified as  wearing a dark long sleeve shirt and

dark hat who was involved in the assault of [REDACTED] outside the bar. I could only locate one person inside the bar matching the description. Video and still shots were captured of this individual.



[REDACTED]

City Camera footage was secured to a DVD by IT Specialist Ron Tuell. I secured images, videos and screen shots from the New Lantern Cafe to a DVD. Both were logged into evidence on 6/3/2024.

[REDACTED]

[REDACTED]

[REDACTED]

REPORT OFFICERS

Reporting Officer:	BAILEY, B	70
Approving Officer:	FOGARTY, G	91



HAVERHILL PD
HAVERHILL, MA

INCIDENT # / REPORT #

24021839 / 1

OFFICER

FALCON,T

RANK

PATROLMAN

REVIEW STATUS

APPROVED

Not For Public Release

Date/Time Printed: Thu Jun 06 12:48:07 EDT 2024 By: aricci

PRINTED 06/04/2024 16:18:18

As Of 06/04/2024 16:18:18

BASIC INFORMATION

CASE TITLE

[REDACTED]

LOCATION

ESSEX ST & HIGH ST

APT/UNIT #

DATE/TIME REPORTED

05/26/2024 01:18:56

DATE/TIME OCCURRED

On or about 05/26/2024 01:18

INCIDENT TYPE(S)/OFFENSE(S)

(265/15A/A)A&B WITH DANGEROUS WEAPON c265 S15A

PERSONS

ROLE

[REDACTED]

NAME

[REDACTED]

SEX

[REDACTED]

RACE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

WITNESS

RUSTANI, JONUS

MALE

WHITE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

INVOLVED PARTY NEW LANTERN CAFE,

OFFENDERS

<u>STATUS</u>	<u>NAME</u>	<u>SEX</u>	<u>RACE</u>

VEHICLES

<u>ROLE</u>	<u>TYPE</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>COLOR</u>	<u>REG #</u>	<u>STATE</u>
SUSPECT VEHICLE		2014	NISSAN	ROGUE	GRAY	5MZD74	MA
<u>STOLEN \$</u>	<u>REC CODE</u>	<u>DATE REC</u>	<u>REC \$</u>	<u>REC BY</u>			

[NO PROPERTY]

INDEX REPORT: 05/26/2024 03:11:07

<u>DATE/TIME OF REPORT</u>	<u>TYPE OF REPORT</u>	<u>REVIEW STATUS</u>
05/26/2024 03:11:07	INCIDENT	APPROVED

NARRATIVE

On 05/26/2024, I, Officer Falcon, was assigned to Car 8 on the Early Night Shift (16:00-02:00 hrs). At approximately 01:18 hrs, I was dispatched to Essex St. at High St. for reports of a male later, identified as [REDACTED] (victim), down on the sidewalk bleeding. Officers D. Mcdonagh, B. Harris, B. Torrence, N. Depina, C. Guzman, K. Buck, and Street Supervisor Lt. T. Clark also responded.

Upon arrival, Officers were on the scene rendering aid to [REDACTED] was positioned on his back between a parked vehicle and the sidewalk unconscious and breathing, and had a laceration on his elbow. Trinity EMS was dispatched to the scene and transported [REDACTED] to Lawrence General Hospital for further medical services. Officer Depina followed Trinity in a marked cruiser to the Hospital.

Jonus Rustani, the manager of New Latern Cafe, stated he called 911 after customers informed him of [REDACTED] condition and whereabouts. Customers gathered outside before police arrived, and all stated they did not view any incident that occurred involving [REDACTED] only his condition and whereabouts.

[REDACTED], a friend of [REDACTED], was on scene frantic with emotion. [REDACTED] was hysterical and began to interfere with officers rendering aid to [REDACTED] and the investigation. It should be noted that [REDACTED] only spoke

Spanish which made it difficult to communicate with him. Due to the severity of the situation, the uncontrollable and deranged state [REDACTED] had shown, and the possibility of his involvement in this incident, he was handcuffed behind the back and detained. Officer Guzman later spoke to [REDACTED] and translated his statement to on-call Detective B. Bailey, who responded to the scene.

Officer Depina spoke to [REDACTED] a witness, who stated the following. [REDACTED] stated as she was sitting in her boyfriend [REDACTED] vehicle parked near 4 High St. with [REDACTED] she viewed a tall, slim build, light-skinned male with a black t-shirt and hat stomp on the head of [REDACTED] as he was being pinned down to the ground by another unidentified male. [REDACTED] stated the unidentified male had control of [REDACTED] hands as he pinned him to the ground.

I spoke to [REDACTED] who stated the following. [REDACTED] stated as he and [REDACTED] were sitting in his vehicle parked near 4 High St., he viewed a physical altercation occur between [REDACTED] and a male described as being tall, dark-skinned, with a full dark beard wearing, a hat, dark clothing, and teal reflective Nike shoes. [REDACTED] stated while both [REDACTED] and the unidentified dark-skinned male were fighting on the ground, another unidentified male came over to them and pinned [REDACTED] to the ground. [REDACTED] stated the unidentified dark-skinned male then stomped on [REDACTED] head approximately three times and took off.

Officers secured the scene upon the arrival and conclusion of Detective Bailey's investigation at the scene. View Detective Bailey's report for further information.

Respectfully submitted,
Officer Falcon #179

REPORT OFFICERS

Reporting Officer:	FALCON, T	179
Approving Officer:	KEENAN, J	12



License Commission, Room 118
Phone: 978-374-2312 Fax: 978-373-8490
cityclerk@cityofhaverhill.com

LICENSE COMMISSION AMENDED MINUTES

Thursday, July 11, 2024, at 6:00 p.m.-Room 202

VIRTUAL and in person meeting

Attending: Chairperson Laura Angus, Commissioner Patrick Driscoll, Commissioner Linda Koutoulas, Lic. Comm Clerk Jennifer Sanchez, Sergeant Kevin Lynch, HPD.

1) PLEDGE OF ALLEGIANCE

2) APPROVAL OF THE MINUTES

2.1 Approval of the Minutes of June 6, 2024

Commissioner Driscoll stated he had an opportunity to review the minutes and he would like to approve them.

Commissioner Driscoll made a motion to approve the minutes. This was seconded by Commissioner Koutoulas. No public comment, vote unanimous, motion passed.

3) CONTINUED BUSINESS

No Schedule

4) MISCELLANEOUS APPLICATIONS/ REQUESTS

No Schedule

5) ONE DAY APPLICATIONS

5.1 Carlie Hornbook, Applicant

Emmaus Inc.

127 How Street

-Application for one day beer and wine license for September 15, 2024, for the Cycle for Shelter event located at NECC 100 Elliott Street from 12pm to 3pm.

-Pending updated insurance and pending police approval.

Carlie appeared for this item online. Carlie said this is the annual cycle for shelter event. It is held at NECC on Sunday September 15, 2024. They have approximately 100- 120 cyclists. There are 4 different courses. They raise about \$200,000. They leave early in the morning, and they return around lunch time. When they return, they have a cookout with beer and wine. The food is provided by the local businesses. Last year they had a beer tent, and they ordered the alcohol from Barewolf Brewery. They are going to do the same thing this year. The college provides Simply Elegant catering, they take care of serving the alcohol. There are 1-2 beers per person.

Commissioner Koutoulas said she did not see the city listed as additionally insured. Carlie said she would go back to Simply Elegant and ask for the updated insurance. Commissioner

Koutoulas said under certificate holder you need to have the City of Haverhill listed.

Commissioner Koutoulas made a motion to approve the application pending the updated insurance policy. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.

5.2 Kim Dandurant, Applicant

Armenian Church at Hye Point
1280 Boston Road

-Application for one day all alcohol liquor license for the baby shower event on July 27, 2024, from 3:30pm to 8:30pm.

-Has Police Approval.

Kim Dandurant sent an email to the clerk with a request to cancel this event. Chairperson Angus said this event has been postponed. The family had an emergency and submitted a request to cancel the event.

Commissioner Driscoll made a motion to accept the withdrawal of the application. This was seconded by Commissioner Koutoulas. No public comment, vote unanimous, motion passed.

6) BUSINESS CERTIFICATES

No Schedule

7) ENTERTAINMENT APPLICATIONS

7.1 Noreen Frances O'Neil, Manager

Haverhill Lodge #165 B.P.O.E. of Haverhill
d/b/a Elk's Club
24 Summer Street

-Application for amendment of entertainment license- to include Karaoke, D.J., Comedy Show, Dancing by Patrons only, Movies and other events- Queen of Hearts, Texas Holdem, and 45's.

This was postponed to the end of the meeting.

Carol and Joe were present. All items were heard together.

Sergeant Lynch said because of the way that things happened with the sporting event and not getting the proper licensing and state licensing, the police department is not inclined to grant the amendment application.

Sergeant Lynch said ignorance to the law is no excuse. If you run the club, it is your responsibility to follow the rules. He said at this time the Police department is not inclined to accept any changes to the entertainment license. He said they asked for card games. Do they have prizes for these games. They come for forgiveness every time. In turn this causes the Police Department to do extra work. Friday at 4pm we had to have Police, Fire and Inspectional services go over. The police department had to have Officers take time out of other duties to go over there.

Commissioner Koutoulas made a motion to deny the changes to the entertainment license. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.

7.2 Belle Lee, Manager

Friendly House of Pho Inc.
d/b/a Friendly House of Pho
114 Washington Street

-Application for amendment of entertainment license. Requests to add indoor entertainment Amplifiers, D.J., Karaoke, Instrumental Music, Vocalists, Live bands, Dancing by Patrons only, and amplified music. Requests to add live bands for outside entertainment.

This item was taken together with item 13.2. Chairperson Angus said they are not allowing outside entertainment in that area because there have been several issues with downtown neighbors. The music carries down the river. It gets very loud, and it disrupts their lives. The live bands outside are not something they are going to approve of. Bill said that he heard there were issues with other buildings, and he would like to withdraw that. Commissioner Koutoulas said across the river it really carries and she appreciates that.

Chairperson Angus asked Bill if he knew what the total occupancy is. Bill said it is 130.

Chairperson Angus told them that the entertainers count against their occupancy number. If there are 5 band members, that is 5 less people you can have in the establishment.

Commissioner Koutoulas made a motion to approve amendment for indoor entertainment (with the withdrawal of outdoor entertainment). This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.

7.3 Brian P. Murphy

Uno of Haverhill, Inc,
d/b/a Uno's Pizzeria & Grill
30 Cushing Ave

-Continued from June- Application for amendment of entertainment license to include outside entertainment in the parking lot.
-Pending police approval.

Christina Williams appeared virtually for this item. She said that Brian no longer works for the company and that he retired. Chairperson Angus said he is the named manager on record and asked if they are working on getting a change of manager application together. She said Anita is working on that application. Chairperson Angus asked if she is still looking to do entertainment in the parking lot. She said she is looking to do the car show. She is going to hold off on the movies. Commissioner Koutoulas asked if she has spoken with the police department. Christina said yes, she did. She met with Sergeant Lynch. Christina said they will be using their cars as barricades. This prevents cars from getting into the back area. She contacted the Police Department for a Police detail. The event will take place on August 4, 2024, from 9am to 5pm. Christina said at this time it is only one day and if they decide to have another one, she will come back to make a request.

Christina showed the pictures on the arial, she drew lines where they will use the vehicles to barricade. She said they will still have the front parking lot for the customers. She showed them on the map where they would be parking their cars. She said there will be about 60 cars. She said there is a team of 23 people that will be patrolling the event. She said they will not be having any music at the event. The only speaker they will be using is for the prizes.

Chairperson Angus said the only other concern they have is with the occupancy. She reminded them to stay within the occupancy number. Christina said the building has a limit of 210. She said she would make sure they do not go over that. Commissioner Koutoulas said this includes the outside people. Chairperson Angus asked if the Police had any objections to approving car shows at this location with prior notice.

Sergeant Lynch said on the application he said the car shows would require a detail. The Police department would have to be notified every time that they have a car show.

Chairperson Angus said she appreciates the due diligence in getting this resolved.

Commissioner Koutoulas made a motion to approve the entertainment amendment with required prior notice and approval by the police department for each event. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.

8) COMMON VICTUALLER APPLICATIONS

8.1 Ailing Liu, Manager

New Haverhill Jade inc.,
d/b/a New Haverhill Jade
203 Winter Street

-Application for new common victualler license for the hours of Sunday 12pm-9pm, Monday 11am-9pm, Tuesday closed, Wednesday and Thursday 11am-9pm, Friday and Saturday 11am-9:30pm.

-Pending inspectional services approval and building occupancy.

Attorney Russell Chin appeared virtually. He is representing the applicant. Ailing Liu was also present online. It is a 3400 square foot restaurant with 16 seats, and they are seeking approval for a new common victualler license. Attorney Chin said they would not be doing any remodeling or any significant changes to the restaurant.

Chairperson Angus asked what her experience is in the business.

Attorney Chin said she has significant restaurant experience and that she operated and managed other restaurants in the past. She has an allergy awareness certificate and food safety certificate.

Attorney Chin said there are no plans to have any TV or radios in the restaurant.

Chairperson Angus said if it changes to make sure to put in the application.

Commissioner Driscoll made a motion to approve the common victualler license pending business occupancy. This was seconded by Commissioner Koutoulas. No public comment, vote unanimous, motion passed.

8.2 Walter Gorrell, Manager

Damgeuda Food LLC
d/b/a Damgeuda

21 Washington Street

-Application for new common victualler license for the hours of Sunday 8am-11pm, Monday 9am-11pm, Tuesday 9am-9pm, Wednesday 9am-11pm, Thursday 9am-9pm, Friday 9am-11pm, Saturday 8am-11pm.

-Pending business occupancy.

Walter Gorrell appeared for this item. Walter said Damgeuda is a Korean word, and that the restaurant is a Korean inspired café. Chairperson Angus asked Walter what his experience is in the business. Walter said he and his wife have been working in restaurants for a decade each in various roles. Chairperson Angus asked him if he could submit a missing page from the Lease. Walter said they need to do minor renovations before they can get a business occupancy. Chairperson Angus asked if he has an anticipated opening date. Walter said about 2 months. Commissioner Koutoulas asked Walter if he plans on having any radio or TV. Walter said he doesn't know but maybe Radio. Commissioner Koutoulas told him that he would need to apply separately for that and if he decides that to come back to the Commission.

Commissioner Koutoulas made a motion to approve the common victualler license pending business occupancy and completed lease. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.

9) OUTDOOR DINING APPLICATIONS

No Schedule

10) ALCOHOL/ ABCC APPLICATIONS

No Schedule

11) MOTOR VEHICLE APPLICATIONS

No Schedule

12) CARRY IN LICENSE APPLICATIONS

NO SCHEDULE

13) ITEM FOR DISCUSSION

13.1 Jonus Rustani, Manager

The New Lantern Café Inc.,

d/b/a The New Lantern Cafe

240 Essex Street

-Item for discussion: Incident that occurred on or about June 4, 2024, at approximately 01:18

Sergeant Lynch said on May 26, 2024, at 1:18 am, Officers were dispatched to the area of Essex and High Street, for a male party that was unconscious on the sidewalk. The call came from the manager of the New Lantern Café. The investigation showed that all parties were in the New Lantern Café throughout the night. One party was buying drinks for another party involved. Allegedly there was a female party that was indecently assaulted. That is what this whole incident stemmed from. There was an argument inside of the bar towards the end of the night. The parties did leave the bar and the assault resulted in 1 male party being transported to the hospital by ambulance. The detectives returned to the bar to do the investigation, and they said the security system was very dated. They were unable to extract video that night. The owner was

unavailable to assist police for 2 days after the incident. As a result of this investigation 2 people were charged with crimes.

The Sergeant's concerns are the video and that the Police had to wait 2 days. He is also concerned that when there was an argument in the bar that the Police were not called, and they were not called until there was an unconscious victim.

Jonus Rustani was present for this item. He was sworn in. Jonus said he gave the detective access to the video. He said there were no arguments in the bar that night. He said everyone left around 1:15. When he was leaving, and he turned the corner he saw the person lying on the sidewalk. He said he called 911 because he wanted to get the person help. He said he went to check on the victim to see if he was alert at all and he was not, he was snoring. He called 911 to get the man help. He said again there were no incidents inside of the bar that night. Jonus said he remembers that night very clearly and no one argued that night. Jonus said he gave the detective access to the video and if there were any altercations this would be on the video.

Chairperson Angus said it is not an issue of an altercation it is an issue of an assault. Jonus said the lady that claimed the assault should not be believed at all but that is not for him to say.

Commissioner Koutoulas said she wonders how the victim could be snoring when the friend is hysterical (as listed in the police report). Jonus said the person who was on the sidewalk was snoring. Jonus said his brother claims to know what happened. His brother also says he has witnesses to what happened. He said if they want to talk to him, he can go over to the bar and stay there so he can come to City Hall. Jonus said he called and asked, and they told him that they wanted to see him. Commissioner Koutoulas told him that he could have brought anyone.

Commissioner Koutoulas said we are having the meeting right now.

Chairperson Angus asked Sergeant Lynch if they got access to the video. He said yes, they did but it took 2 days. They could not do anything with it that night because the system was very dated.

Chairperson Angus asked if they were able to see the assault on the footage.

Chairperson Angus asked Jonus if his brother told him that they needed to get an updated camera system, and this was discussed at one of the meetings that he went to for Jonus. Jonus said he is in the process of selling the business. Chairperson Angus said that does not answer the question. Jonus said he can get an updated camera system. Chairperson Angus said they asked his brother for this months ago.

Sergeant Lynch said one of the parties is alleging that something happened inside of the bar, but it does not say if they observed that on video or not. The female is alleging that she was indecently assaulted in the bar. Chairperson Angus asked if that is something they can have clarified for August.

Commissioner Koutoulas made a motion to postpone this matter and bring it back for a show cause hearing on August 1, 2024, and they would like updated status of the video system at this time. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.

13.2 Belle Lee, Manager

Friendly House of Pho Inc.
d/b/a Friendly House of Pho
114 Washington Street

-Item for discussion: Approved Entertainment at 114 Washington Street

This item was taken together with item 7.2

Bill Rand and Belle Lee were present for this item. Chairperson Angus reminded them that when they applied for the entertainment license they applied for Jukebox and TV only. She said she had seen advertised D.J.s and other forms of entertainment.

Bill said that is an oversight on his part. Bill said he did not realize they were not permitted for live bands. Chairperson Angus asked them if they have the entertainment license posted on the wall. Bill said yes, he has it posted. Commissioner Koutoulas told them that it is listed on the entertainment license. Bill said he did not look at it because everything is in there and they must get a larger window. Bill said he has not had a D.J. there. Commissioner Koutoulas asked if he has had any activity outside of what was approved on his entertainment license. Bill said no he has not. Commissioner Koutoulas said so it was advertised, and you rectified that but there has been no past violation as far as you know. Bill said no there has not.

13.3 Jessica Williams, Manager

ACF LLC

d/b/a 978 Lounge

101- 103 Washington Street

-Item for discussion: Entertainment License for 978 Lounge

There was no one present for this item on the first call. It was put off until the end of the meeting.

Commissioner Driscoll made a motion to elevate to a show cause hearing for the August meeting. This was seconded by Chairperson Angus. No public comment, vote unanimous, motion passed.

14) SHOW CAUSE HEARING

14.1 Jeremy M. Dul, Manager

Bradford Social & Athletic Club Inc.

d/b/a Bradford Social & Athletic Club

187-189 South Elm Street

-Show cause hearing: Violation of M.G.L. Ch. 138 §1 Failure to provide Officers and Compensation.

Daniel McDonald appeared for this item. He appeared for Mr. Dul. He said he is here to provide the information. Daniel said the first notice they did not receive maybe because that area of South Elm Street is under total construction. They did not get the first notice, but they did get the second notice.

Chairperson Angus asked if the paperwork that he brought lists all the people that serve alcohol and their pay. Daniel said it is all volunteer. Chairperson Angus said the letter must state that they do not receive compensation. She told him if it is not in the letter, he can either add it in or submit another letter. Daniel said he would add that on to the letter.

Commissioner Koutoulas asked him if the list is the same as the last list that we have on file.

Daniel said no there is one change on the list.

Chairperson Angus told Daniel that they will need to file the Officer and Director paperwork, separate from this and it needs to be approved by the ABCC. She reminded him anytime there is a change of Officers that paperwork needs to be submitted.

Chairperson Angus told him to remind Jeremy that this is something that needs to be done every year. It must be submitted by law, by April of every year. If there is any change of Officers and Directors within that year you must submit paperwork for that change.

Chairperson Angus told him the paperwork is on the ABCC website under amend your license, the change of Officers and Directors application is under that. She also told him there is other paperwork that is needed for the application.

Chairperson Angus also told Daniel that there have been some issues in the past with the club not attending the renewal meeting. She reminded him this meeting is mandatory and there is a lot of useful information.

Commissioner Koutoulas said that if there are any updates to the mailing address or a new email address it can be changed to make it easier for the Commission to contact them.

He turned in the letter to the Commission.

Commissioner Koutoulas made a motion to place this on file. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.

14.2 Charle Maroun, Manager

CM Direct of MA LLC

d/b/a Smith's Tavern

124 Essex Street

-Show cause hearing: Alleged violation of 204 CMR 2.05 (2) permitting an illegality of the licensed premises to wit: Failure to maintain a safe environment for Patrons.

-Show cause hearing: Alleged violation of 204 CMR 4.03 – Happy Hour Violation

Charle Maroun appeared for this item. A video was played that showed employees consuming alcohol while working, offering free drinks and a wrestling move. Charle said in the first video it looks like he is spraying champagne in the air, but it is not champagne. He said it is sparkling cider. He said in the video that shows an employee's consuming alcohol, that they are not really shots. He said the drinks being consumed by the servers are promotional to make it look like they are having fun, but no alcohol was consumed. He said the last video that shows the wrestling move (someone getting thrown through a table), was at the private employee Christmas Party. He said the bar was closed to the public and only employees were present. Charle said he knows the rules and he always calls the police when there is a problem. Charle said all these things are done as marketing schemes. He said he uses his Instagram as a marketing tool. Since he got the letters for this meeting, he has deleted the videos. He said Instagram is not real, it is only perceived as real. He said his intentions behind the videos are to make it look like it is a fun place. He said business has been slow and he made the videos for that reason. He apologized for the videos. Charle said he is known to have a very safe place.

Chairperson Angus told him if that is the type of advertising that he is using to lure customers in, it is not the right advertising. Charle said it is not to lure people in, it was done because it is slow this time of year and he was trying to show it is a fun place. He also said some of the videos are old and time stamped in December. Charle said he is not drinking, and he will never be seen

intoxicated at the establishment. He said anytime the Officers came he has never been intoxicated. He said everything is to keep up an image that Smith's is the fun spot to be. Chairperson Angus told him that one of the videos also says the next 10 people that come in get a free shot. Charle said that no one gets anything for free, because anytime that anyone gets anything for free someone else pays for it. Charle said the man in the video prepaid for 10 shots. Once the people come in, he buys the shot in front of them. He said it is not a shot that is given away. He said that he understands there cannot be happy hour. Chairperson Angus told Charle that he cannot advertise free alcohol, and that is what you are doing.

Charle said he apologizes, he did not think that is how it is coming off like that. She said she understands that Instagram has fictitious things on it but as the License Commission they cannot see things like this. Charle said that is why he deleted the videos; he would rather be a slower business and looked with respect, then a business that is not looked at favorably.

Chairperson Angus told Charle since he purchased the establishment, this is the third time that he has been here and he told them that he was going to run a clean business, and that safety and responsibility come before anything. She said throwing someone into a table is not safe or responsible.

Charle said his cameras were only recording up to 12 days and after talking with Sergeant Lynch he has upgraded his camera systems to record for 30 days. Charle said last call for him is everyday at 12, and everyone is off the premises by 1 am. Commissioner Koutoulas asked about the Christmas Party. Charle said the Christmas party started at 6pm and ended at 10pm. He said he was still within his hours. He said if it is an issue he can have the Christmas parties at his sister's place. Charle said he is very strict with his rules. Chairperson Angus said that is why this is so shocking.

Chairperson Angus told Charle that even if his bartenders are not drinking while they are working you are still portraying that that are.

Commissioner Driscoll made a motion to do a letter of advisement and 30-day probation barring no other issues. This was seconded by Commissioner Koutoulas. No public comment, vote unanimous, motion passed.

14.3 Edward DiBurro, Manager

Barnboard Pub, Inc.

d/b/a Academy Lanes

725 South Main Street

-Show cause hearing: Alleged violation of 204 CMR 2.05 Chapter 138, § 34 Sale or delivery of an alcoholic beverage to a person under 21 years of age.

-Alleged violation of 204 CMR 2.05 (2) Failure to display required signage.

Edward DiBurro appeared for this item and was sworn in.

Sergeant Lynch said on June 13, 2024, an underage alcohol compliance check was conducted.

Detectives and 4 underage operatives assisted in the compliance check. There were 42 establishments that were visited and there was 1 establishment that sold alcohol to an underaged person. At 17:22 detectives and the underage operatives went to Academy Lanes. Each underage operative asked for a Bud Light. The underage operatives did not pay any money at the time and the bartender did not ask for an ID. The bartender placed the Bud Lights in front of each underage operative. A short time later detectives advised the establishment of the

violation. The bartender stated he recognized the 2 operatives as prior customers. Detectives did not see a liquor license posted on the wall when they asked the bartender about the license, he was unable to locate the license.

Edward says he has no defense for this. He has no idea why he served the operatives. He was not at the premises that day. He said at the time there was no one else in the establishment. He said the bartender is good at checking for identification. There was an undercover sting before, and he passed. He said the Licenses are posted in the bowling center. The bartender did not know where they were posted. He said all the licenses are posted in the bowling center.

Chairperson Angus asked Edward how long the employee has been working for him. Edward said about a year. He works part time 2-3 days per week. He works at TGI Fridays, and he is certified though them for serving safe alcohol. Edward said this is the only issue they have.

Commissioner Koutoulas told Edward that he should make photocopies of the licenses and put them in the bar area also. She also said if the Haverhill License Commission does not have copies of his certifications we need to get copies of the certification.

Sergeant Lynch said the bartender passed the sting last time. The last time the drinks were in the bartender's hand, and he put them down in front of the operatives and then asked for a ID.

Sergeant Lynch said they passed him on that because the bartender still maintained control of the drinks and he did ask for ID before they were served. Sergeant Lynch said clearly, he is making poor judgment calls because he should be checking for ID for everyone.

Commissioner Driscoll said we are going to ask for all front of house staff to be recertified with in person training and submit that to our clerk.

Chairperson Angus told Edward if he cannot get the training done within 60 days to come back to the Commission or submit something to the clerk.

Commissioner Driscoll made a motion to have all front of house staff retrained with in person training and submit to clerk and 60-day probation. Training must be done within 60 days. This was seconded by Commissioner Koutoulas. No public comment, vote unanimous, motion passed.

14.4 David Brogna, Manager

Grande Mexico LLC
d/b/a Grande Mexico
108 Plaistow Road

-Show cause hearing: Alleged violation of 204 CMR 2.05 (2) Permitting an illegality on the licensed premises to wit; Possible overserving

Craig Difeo was here for this item. He is 50 percent owner. David had an operation on his throat, and he cannot talk for at least 7 days. He prepared something for the meeting. He gave the Commission of a copy. Craig was sworn in.

Sergeant Lynch said on June 18, 2024, at 12:15am, officers were dispatched to 147 Grove Street for a motor vehicle crash. When Officers spoke with the operator of the motor vehicle, he had blood shot glassy eyes, moderate odor of alcoholic beverage emanating from his person, swaying side to side, and unsteady on his feet. The operator advised the officers that he worked at Grande Mexico, and he had 3 tequila shots after work. There was a report from a witness that was following the operator before the crash and stated he was all over the road. The Sergeants concerns are consuming alcohol after work, and letting employees leave intoxicated.

Craig said himself and David were not there when this happened. They tried to piece this together by talking to employees. The employee started at 8:30am and clocked out at 10:30pm. After he clocked out, he sat at the bar, and he ordered 1 drink. 1 hour later was the last call he ordered another drink and was served another drink. He cashed out at 11:34pm. At midnight everyone left, and the bartender locked the door.

After being notified of the incident the kitchen manager who speaks Spanish and English well talked to Jose. Jose said that he had 2 drinks at Grande Mexico and 3 shots after leaving. Craig said it was noted in the Police report that nips were found in and around his vehicle. He brought a copy of the employee clock in and clock out time log. He also had a copy of Jose's bar slip. The bar slip shows 2 margaritas and no shots. They asked the bartender if he was served any shots, the bartender said no. Craig said he did not have the shots at Grande Mexico, and they cannot control what someone does when they leave. Sergeant Lynch said he left the bar at 12 and even if he had 3 shots it would not impair him in 15 minutes. It would have taken time for the shots to impair him, and 15 minutes is not the time frame. Commissioner Koutoulas said in March they were asked to update their cameras. She asked if the Police had reviewed the footage. Sergeant Lynch said no they did not review the footage.

Craig said their camera system records for 7 days and on the 8th day it starts recording over. Commissioner Koutoulas told Craig that it needs to be updated to 30-day retention time. The Commission has started to ask for this.

Commissioner Driscoll said he agrees with the length of the footage, and he also knows that they are not in front of the Commission often. He knows they run a good ship and did say there were nips in his car. Chairperson Angus said there was a serious accident a little over a year ago with similar circumstances.

Commissioner Koutoulas said she wanted to mention that the employee worked 13 hours that day and he was allowed to have a drink after the shift. She suggested that working that long may have caused him to be more impaired. She suggested that he should train the employees on that. Chairperson Angus asked Craig if the employee ate that night. Craig said he cannot say if he did or did not and that he was not there that night. He also said they can eat while they are working. Attorney Fallon said he thinks Sergeant Lynch is correct. He does not see how 3 nips could hit that quickly. Sergeant Lynch reminded Craig that the bartenders have to be diligent and talk to the Patrons and look for the signs they are impaired.

Commissioner Driscoll made a motion for tips or serve safe certification within the next 30 days, for all front of house staff and probation for 45 days. The training will be done in person and update the camera system to a 30-day retention time. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.

14.5 Nancy Ann Pegnam, Manager

Crescent Yacht Club

d/b/a Crescent Yacht Club

30 Ferry Street (rear)

-Show cause hearing: Alleged violation of 204 CR 2.05 (2) Permitting an illegality on the licensed premises, to wit:

Richard Willet appeared for this item. As well as Rick the Commodore. They were both sworn in. Chairperson Angus said there were some events that were publicly advertised. She told them

they are a private club they are not supposed to be advertising. Richard said the advertisements were not put on by them. He said they were put on by the band. He said it has happened twice since he got the notification for the meeting. He said when they put something on it is always done by the same person and it says the members invite you. Chairperson Angus asked if they put the post up. Richard said no. Chairperson Angus asked if they all signed in the book and they were all sponsored by a member. Richard said yes, they did. Richard said they have a book at the door and a book at the bar. It is the bartender's responsibility to make sure everyone is signed in. Richard said the members sign their guests in it is not the bartender's responsibility to sign them in but to make sure they are signed in. When they have a special party, they have a special book. He said the sponsoring member is there from start to finish.

Commissioner Koutoulas said she can understand the band wanting to advertise. When you are a private club, it puts the club into a situation. She recommends having a conversation with the people that use the facilities. She suggested adding in must be signed in by a member. Rick said they sent out a letter after this incident. He said they notify the bands and advertise the members of the Crescent Yacht Club or the Crescent Yacht Club and its members. This is what they have been doing. They sent this letter to all the bands that they use. He said they are aware they can't just invite their friends, and the members are good at making sure everyone is signed in.

Attorney Fallon asked when people came with the band what happened when they were at the door. Richard said there is a door person that is certified and has them sign in and the door person signs in next to them. The door person stays there for the entire event.

Commissioner Koutoulas asked if the members know the people they are signing in. Richard said about half and half. Commissioner Koutoulas said that is where it gets a little gray. She said she knows they are doing fundraising but it on the edge of the intention.

Attorney Fallon said the members are allowed to bring guests and you are basically vouching for those people, rather than just letting people sign in. Rick said for the most part during the day almost everyone is a known person. Rick said they try to follow the rules and they are not in front of the board very often. He said they have 16 cameras that last 30-60 days.

Attorney Fallon said it just blurs the lines. Being a privately owned club there are certain benefits that you get. It sounds like if he went there now, and he did not know anyone that he would get signed in.

Commissioner Koutoulas thanked them for their attention to the safety and the diligence of the members. She said advertising has been an issue everywhere. They want to address the issues as they come up. Rick said they addressed the issues as soon as they were aware. He also said they have more than one bartender on duty if it is busy.

Commissioner Koutoulas asked him about who the manager is. Rick said that Nancy was the manager, but her husband had taken a turn for the worst medically and she had retired. They did interviews have selected Richard as the new manager.

They said they do plan on making Richard the permanent manager and brought the application in.

Commissioner Koutoulas made a motion to place this on file. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.

14.6 Noreen Frances O'Neil, Manager

Haverhill Lodge #165 B.P.O.E. of Haverhill
d/b/a Elk's Club

24 Summer Street

-Show cause hearing: Alleged violation of 204 CMR 2.05 (2) Permitting an illegality on the licensed premises to wit: Publicly advertising and service of non-members.

Joe and Carol appeared for these items. They were heard together. Chairperson Angus said they had an event on June 21 called Midgets with attitude. They were contacted by Jennifer before the event. It was the same day as the event. That is the first time that we had found out about the event. She called to let you know that you are in violation of your entertainment license. Her understanding was the response to Jennifer was we don't care we are going to do it anyway. Joe said he had a conversation with Jennifer, and he did not know about an entertainment license for sporting events. He said he did not know the Midgets were considered a sport. Carol said it was more of a comedy show. Chairperson Angus said all these things are a violation of your entertainment license. Joe said he told Jennifer that it is 3 hours before the show there is now way that he can cancel the show.

Commissioner Koutoulas said it appeared based on the advertisement, that the event is all ages. Carol said there was a comment that she made on the advertisement that you must be 18. Chairperson Angus asked them what they did to determine who was able to drink and who was not. Joe said the drinkers had a band and the non-drinkers had 2 bands. Commissioner Koutoulas said they could have taken that off and been considered a drinker. Joe said they only had 3 people that were underage. Chairperson Angus said if you put the band on a non-drinker, they can go into the bathroom take the band off and now they are a drinker. Chairperson Angus said her concern is the non-drinkers go in the bathroom, take their band off and now they are a drinker. Who is checking to make sure the non-drinkers are still not drinking. Chairperson Angus asked if they are getting carded at the bar. Joe said no they are not getting their ID checked at the bar because they already got checked at the door. Chairperson Angus said what you should have done was put bands on the drinkers.

Attorney Fallon said this method is designed to fail. There could not have been a worse way to do this.

Chairperson Angus said she has a copy of the book for that night. She asked if they are mostly nonmembers. Joe said no, they are mostly all members. Commissioner Koutoulas said how do you know who a member is and who is not a member by these lists. Carol said they know the names. Commissioner Koutoulas suggested a change to the way they are signing people in. Chairperson Angus said, if they are not a member, then the sponsoring member's name should be there as well.

Carol said some of these advertisements were not done by them they were done by the Wrestlers on the wrestling page. Commissioner Koutoulas said it was also posted on their page also. Carol said that is because members were posting it. Chairperson Angus said someone needs to be in control of the page so you can control the advertisement that is coming out of your establishment. If you are allowing other people to have events at your establishment, you must tell them they cannot publicly advertise. Chairperson Angus said it is not good enough to say it wasn't us. She said it is your event and you must make sure that your event is compliant with the law.

Attorney Fallon said whatever goes on there, you are responsible for.

Commissioner Driscoll made a motion for the Elks Club to close completely on Friday July 12, 2024, Saturday July 13, 2024, and Sunday July 14, 2024, for everyone including

members and no service of alcohol. They may reopen on Monday July 15, 2024. They will also be on probation for 6 months. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed.

14.6 Noreen Frances O'Neil, Manager

Haverhill Lodge #165 B.P.O.E. of Haverhill
d/b/a Elk's Club
24 Summer Street

-Show cause hearing: Alleged violation of 204 CMR 2.05 (2) Permitting an illegality on the licensed premises to wit:

-Violation of your entertainment License.

-Event on June 21, 2024

Joe and Carol appeared for these items. They were heard together. Chairperson Angus said they were notified before the event that the event was a violation, but they did not care they held the event anyway. Joe said he could not cancel the event at such short notice and that he brought over an application for an amendment of the entertainment on Monday. Chairperson Angus asked if they applied for the license from the state athletic department. Joe said he had no clue until Jennifer called that he needed to apply for that. Joe said this was the first time they had done an event like this, and he did not know that he had to do all these additional things. Carol said the inspectors came over and showed her how to set everything up and she did not go over capacity.

Commissioner Driscoll said the responsibility is always on the owner of the License to make sure they have all the proper licenses. Commissioner Driscoll said he knows that they have listed on Coldwell Banker that they are for sale, and he wants to make sure they are not disregarding all the rules. Joe said that he is not trying to pull anything. He said he is still waiting for police approval for the entertainment amendment.

Attorney Fallon said from the License it looks like you do not have permission now to do a comedy show, so even if it was a comedy show it was still not permitted. Commissioner Koutoulas told them they should have it posted so you would know what is on the License.

Attorney Fallon said the responsibility is on you to comply with your license. He said it is not Jennifer's duty to give you a warning, but she was kind enough to do that. Your comment was that you could not cancel. Basically, what you did, you were told that something was illegal, and you did something that you knew was illegal. Technically the city does not have to give you a warning.

Chairperson Angus asked if they have more events that are 18 and over. Carol said no that is the only one. Commissioner Koutoulas said she suggests 21 and up from now on. Chairperson Angus asked how many people the security team was. Joe said 3 people. Joe said they hired a security team, and they brought as many people as needed. He is a member, and he is tips certified.

Commissioner Koutoulas asked how many members they have. Joe said about 350.

Commissioner Koutoulas asked if private clubs are not making enough money on their membership why don't they apply for a regular section 12 License. Joe said they are mandated by the lodge to be a private club. He said all Elks Lodges throughout the country must follow their rules and their bylaws. Joe said he is trying to do the right thing. He said he has been

working hard since January to do everything the Commission has been requesting. Commissioner Koutoulas said all you must do is make a simple phone call to check and ask can I do this event?

Commissioner Driscoll said, we know you follow the Grand Lodge rules, but you have a problem following some of our rules. He also said his biggest fear is that they have given up because they are for sale and are moving on to the next thing.

Chairperson Angus said for that event we had to get fire, police, and inspectional services out there. We had to use City resources to make sure you are following the rules. That is not how it should be.

Chairperson Angus said we want you to ask for permission and not forgiveness. Chairperson Angus inquired about the status of the new manager application.

Joe said they submitted all the information to Rose with the ABCC they are waiting to hear back on the application for the new manager.

Commissioner Koutoulas said she wanted to make mention that 2016 was the last time they had a show cause hearing until this year.

There was some discussion about the show cause hearings that took place last year and what caused the baby shower melee. Commissioner Koutoulas said because people were not being watched and guests were signing people in who they did not know.

Commissioner Driscoll said he recommends closing for the upcoming weekend, including member. He said close Friday, Saturday and Sunday and reopen on Monday. He wants to make sure that the club and the membership understand this is a serious situation and they understand things need to change.

Commissioner Koutoulas said for the future it is considered a sporting event because people are physically engaging with each other. The wrestlers should have provided you with a license from the Massachusetts Athletic Commission.

Attorney Fallon said he is very concerned because the defense they did not know better was the same defense that was used at the baby shower melee event. It is very concerning because Jennifer was nice enough to tell you it was illegal, and you went for it anyways.

Commissioner Driscoll made a motion for the Elks Club to be closed completely Friday July 12, 2024, Saturday July 13, 2024, and Sunday July 14, 2024, for everyone including members and no service of alcohol. They may reopen on Monday July 15, 2024. They will also be on probation for 6 months. This was seconded by Commissioner Driscoll. No public comment, vote unanimous, motion passed

15) COMMUNICATIONS

NO SCHEDULE

16) PUBLIC PARTICIPATION

No Schedule

17. OTHER BUSINESS

18. ADJOURNMENT

Show Cause Hearing Administrative Review

LICENSEE: ACF LLC d/b/a 978 Lounge

ADDRESS: 103 Washington Street

MANAGER: Jessica Williams

DATE LICENSED: new license approved by ABCC on 11/15/23

New Manager: June 20, 2024

Violations

DATE	VIOLATION	COUNTS	GOVERNING BODY	RESULT
8/1/2024	VIOLATION OF ENTERTAINMENT LICENSE	1	1	NO ACTION TAKEN, PLACED ON FILE
4/4/2024	VIOLATION OF 204 CMR 2.05 (2) POSSIBLE OVERSERVING	1	LLA	FOUND IN VIOLATION OF CMR 3 MONTH PROBATION, UPDATE CAMERAS TO 30 DAY RETENTION
4/4/2024	VIOLATION OF 204 CMR 2.05- FAILURE TO MAINTAIN A SAFE ENVIRONMENT FOR PATRONS	1	LLA	FOUND IN VIOLATION OF CMR LOWER OCCUPANCY TO 75. CLOSE EARLIER THAN POSTED ON FRIDAY APRIL 5 (1AM) AND SATURDAY APRIL 6(12AM)
2/3/24	LOUD MUSIC		LLA	FYI ONLY
2/2/24	POSSIBLE OVERSERVING		LLA	FYI ONLY



Haverhill

License Commission, Room 118
Phone: 978-420-3623 Fax: 978-373-8490
jsanchez@cityofhaverhill.com

Via Hand Delivered

Jessica Williams, Manager
ACF LLC
d/b/a 978 Lounge
103 Washington Street
Haverhill, MA 01832

Show Cause Hearing

August 13, 2024

Re: Show Cause Hearing: Thursday, September 5, 2024, at 6:00 PM; Room 202 City Hall

Dear Ms. Williams,

You are hereby notified that the Haverhill License Commission will hold a show cause hearing on **Thursday September 5, 2024, at 6:00 P.M.** in Room 202, Haverhill City Hall, 4 Summer Street, Haverhill, MA 01830 for the purpose of determining if there is sufficient cause to hold you responsible for the alleged infraction(s):

Show Cause Hearing: Alleged Violation of 204 CMR 2.05(2) Permitting an illegality on the licensed premises, to wit: (2) No licensee for the sale of alcoholic beverages shall permit any disorder, disturbance or illegality of any kind to the place in or on the licensed premises. The licensee shall be responsible therefor, whether present or not

- HAVING AN UNAUTHORIZED PERSON THE PREMISES AFTER HOURS**
- POSSIBLE OVERSERVING**

Should the Commission find, after a hearing that you are responsible for the above infraction you could face any penalty allowed by law, up to and including revocation of your license. ***You are hereby advised that you have a right to be represented by counsel at this hearing if you so choose. Please bring any witnesses and evidence with you to the contrary at the time of your hearing. A copy of the incident is enclosed.***

Sincerely,

Laura Angus, Chairperson
Haverhill License Commission
Enclosure
JLS

cc: Chief Pistone, Haverhill Police Department



**HAVERHILL PD
HAVERHILL, MA**

INCIDENT # / REPORT #
24032622 / 1

OFFICER
DEPINA, N

RANK
PATROLMAN

REVIEW STATUS
APPROVED

OFFICER REPORT #24032622-1 / DEPINA, N (160)
As Of 07/21/2024 06:06:01

BASIC INFORMATION

<u>CASE TITLE</u> [REDACTED]	<u>LOCATION</u> 103 WASHINGTON ST	<u>APT/UNIT #</u> 1
<u>DATE/TIME REPORTED</u> 07/21/2024 01:45:49	<u>DATE/TIME OCCURRED</u> 07/21/2024 01:35 to 07/21/2024 01:45	
<u>INCIDENT TYPE(S)/OFFENSE(S)</u> (265/13M/B)A&B ON FAMILY/HOUSEHOLD MEMBER C265 S13M(A)		

PERSONS

<u>ROLE</u>	<u>NAME</u>	<u>SEX</u>	<u>RACE</u>
VICTIM	[REDACTED]	FEMALE	UNKNOWN

OFFENDERS

<u>STATUS</u>	<u>NAME</u>	<u>SEX</u>	<u>RACE</u>
DEFENDANT	[REDACTED]	MALE	WHITE

[NO VEHICLES]

[NO PROPERTY]

OFFICER REPORT #24032622-1 / DEPINA, N (160)

<u>DATE/TIME OF REPORT</u>	<u>TYPE OF REPORT</u>	<u>REVIEW STATUS</u>
07/21/2024 02:38:43	INCIDENT	APPROVED

NARRATIVE

On Sunday, July 21, 2024, while assigned to the Late Night Patrol in marked Car 26, I was dispatched to 103 Washington Street, The 978 Bar & Lounge for a domestic disturbance.

Street Supervisor Sgt. K. Portnoy, Officer Grazio, and Officer K. Cronin were also dispatched.

Upon arrival, Officers met with the victim [REDACTED] who stated the following; She and her ex-boyfriend [REDACTED] had were drinking

tonight and got into a verbal argument about politics. She got upset that he was not taking her side and the argument became physically aggressive. [REDACTED] had grabbed his keys from a desk that [REDACTED] was sitting at and [REDACTED] got up and tried to take them back from her. He grabbed her left arm and pushed her into the wall while attempting to grab his keys. [REDACTED] then swung [REDACTED] across the room where she fell to the ground and scratched her back on a chair. [REDACTED] then left the room and called 911. After expressing what had occurred, [REDACTED] then told officers that she no longer wanted to press charges against [REDACTED].

[REDACTED] stated the following; [REDACTED] came into his office and started arguing with him about politics and he was busy counting money from the establishment's profits that night. [REDACTED] asked her to leave and she refused. [REDACTED] got into his face and he put his hand to her chest to create distance. [REDACTED] took his house keys off the desk and told him he was not going home until she talked to him. [REDACTED] got up and attempted to grab his keys from her. They physically wrestled while standing up going back and forth with his keys. He gave up trying to get his keys back and sat back down and asked her to leave since she was drunk. She left the room and came back a few minutes later and just sat in the room talking to him about how she was going to have him arrested.

[REDACTED] shared visual footage captured by CCTV in his office. Officers were able to observe the physical altercation between [REDACTED]. The video footage shows [REDACTED] aggressively moving forward toward [REDACTED] in the office while he's sitting down. [REDACTED] tried to create distance by pushing her with his left hand on her chest to get her away from his face. [REDACTED] grabbed an object off the desk and [REDACTED] got up attempting to retrieve the object from her possession. [REDACTED] uses his body weight to push [REDACTED] to the wall and grabs her arm while continuing to get the object. [REDACTED] swung [REDACTED] across the room causing her to fall out of view of the camera. [REDACTED] sits back down and [REDACTED] leaves the room.

Photos of [REDACTED] injury have been attached to this report. [REDACTED] was offered medical attention and declined. Video evidence pertaining to this incident has been placed into an evidence locker for review.

Based on the statements of both parties and the injuries that were observed at the time of police interaction with the involved parties, [REDACTED] was deemed the dominant aggressor and was placed under arrest. [REDACTED] was handcuffed behind his back, the cuffs were double-locked and checked for tightness. [REDACTED] was searched for weapons incident to arrest. [REDACTED] was escorted and placed in the back seat of marked car #26 and transported to the police station. [REDACTED] was introduced to the Officer in Charge, Lt. T. Clark who advised [REDACTED] of his Miranda rights and right to use the phone. [REDACTED]

was booked, photographed, and fingerprinted in accordance with the police department's policies and placed into a holding cell to await the bail clerk.

██████████ was advised of their rights under 209A, declined but left the scene before giving a signature on the departments 209A form. ██████ was advised of his rights under 209A and declined.

██

██

██████████
██████████

Haverhill Police Department's Sgt. K. Lynch was advised on this incident as it pertains to relevant information for Haverhill's Liquor Commission.

Nothing further to report at this time.

Respectfully Submitted,

Officer Nicholas A. Depina
Badge #168
Haverhill Police Department

REPORT OFFICERS

Reporting Officer:	DEPINA,N	168
Approving Officer:	CLARK,T	99