



# MEETING NOTICE POSTING & AGENDA TOWN OF HULL

TOWN CLERK'S STAMP

Pursuant to MGL Chapter 30A, § 18-25 all Meeting Notices must be filed and time stamped in the Town Clerk's Office and posted at least **48 hours prior to the meeting** (excluding Saturdays, Sundays and Holidays). Please be mindful of the Town Clerk's business hours of operation and make the necessary arrangements to ensure this Notice is received and stamped in by the Town Clerk's Office and posted by at least **30 minutes** prior to the close of business on the day of filing.

<b>Board or Committee</b>	<b>Select Board</b>
<b>Date &amp; Time of Meeting</b>	<b>Wednesday, April 17, 2024 at 7:00 pm</b>
<b>Meeting Location</b>	<b>Hull Town Hall, 253 Atlantic Ave Hull, MA 02045</b>
<b>Requested By:</b>	<b>Jennifer Constable, Town Manager</b>

## AGENDA

### APPOINTMENTS

- 7:00 Public Hearing**  
**Steamboat Provisions LLC, dba The Drift (applicant), 48 George Washington Blvd, David Peters, Proposed Manager Re: (A) Transfer Common Victualler License; (B) Alcohol License; (C) Entertainment License.**

### DISCUSSION

- 1. Review of 2024 Annual Town Meeting Warrant**

### APPROVALS

- 1. JA Holdings, Inc. dba Red Sky at Steamboat Wharf, 48 George Washington Blvd, Andrew Boothroyd, Mgr Re:(A) Seasonal All Alcohol License (RENEWAL).**
- 2. Gregory Hoffmeister, Manager, 19 Hull Shore Drive, Doctor's Island Brewing Company, LLC dba Doctor's Island Brewing Re: (C) Entertainment License. (RENEWAL)**
- 3. Patrick Guiney, President, Temple Beth Sholom re: Parking lot application to park up to 50 cars at 600 Nantasket Avenue.**
- 4. Armando Aguilar, Manager, Hull Knights of Columbus, 440 Nantasket Avenue Re: One Day Liquor License on Saturday, May 4, 2024 from 5:30 p.m. to 9:30 p.m. for Holy Communion.**
- 5. Janine Struzziery, The Struzziery Family, Danielle Struzziery Field N Street Re: Approval to hold "Annual Struzz's 5k Home Run" at Danielle Struzziery Field on Saturday, October 12, 2024. Event activities start at 8:00 am.**

## **APPROVALS CONTINUED**

- 6. Cindy Lyons, Manager, Friends of the Paragon Carousel, Inc., dba Paragon Carousel, 205 Nantasket Ave Re: One Day liquor License on Friday, May 17, 2024 from 5:00 pm to 10:30 pm for Paragon Carousel Derby.**

## **TOWN MANAGER UPDATES**

February 15, 2024

**VIA COURIER AND EMAIL**

Attn: Lori West  
Select Board  
Hull Town Hall  
253 Atlantic Avenue  
Hull, MA 02045  
[lw@town.hull.ma.us](mailto:lw@town.hull.ma.us)

**Re: Application for Transfer of Alcoholic Beverages License**

**Licensee:** Steamboat Provisions LLC d/b/a The Drift  
**Address:** 48 George Washington Blvd., Hull, MA 02045  
**License Category:** M.G.L. 138 Sec 12 (On-Premises) All Alc. Beverages

Dear Ms. West:

I write on behalf of Steamboat Provisions LLC d/b/a The Drift (the “**Applicant**”) regarding the restaurant to be located at 48 George Washington Blvd., Hull, MA 02045 (the “**Property**”). Enclosed are application materials for a M.G.L. 138 Sec 12 (On-Premises) All Alc. Beverages License to be exercised at the Property (the “**Application**”).

In support of the Application, please find the following:

- a. Town of Hull License Transfer Sheet
- b. ABCC Retail Transmittal Form
- c. ABCC Payment Confirmation
- d. Application for Transfer of License
- e. Applicant’s Statement
- f. Entity Vote
- g. CORI Request Forms
  - i. Devin Adams
  - ii. David Peters
- h. Manager of Record Resume (David Peters)
  - i. Floor Plan
- j. Steamboat Provisions LLC Certificate of Organization
- k. Driver’s Licenses and US Passports
  - i. Devin Adams
  - ii. David Peters
- l. Commercial Lease Agreement and Amendment

Kindly let me know if any further information is required. We respectfully request this matter be for a public hearing before the Select Board at its next available meeting.

Thank you for your attention to this matter. If you have any questions or concerns, please feel free to contact me by email or at (617) 570-3519.

Very truly yours,

RUBERTO, ISRAEL & WEINER, P.C.

By: Adam R. Barnosky   
Adam R. Barnosky, Esq.

cc: Steamboat Provisions LLC





# TOWN OF HULL

## ALCOHOL LICENSE INFORMATION FORM

NEW ☐ RENEWAL ☐ TRANSFER ☒  
AMENDMENT ☐ ☐ CHANGE OF MANAGER (COM)\*  
☐ CHANGE OF HOURS (COH)  
☐ ONE DAY  
☐ OTHER \_\_\_\_\_

FOR LICENSING AUTHORITY USE

Full Legal Name of Business: STEAMBOAT PROVISIONS LLC

Business Name (dba) if different: THE DRIFT

FID of Licensee: \_\_\_\_\_ Address of Premises: 48 GEORGE WASHINGTON BLVD

Phone Number of Premises: (781) 773-1238 Business Email: DAVID@THETOWNSHEND.COM

Business Mailing Address: ☒ Same as above \_\_\_\_\_

Owner of Business: DAVID PETERS & DEVIN ADAMS

Manager of Record: DAVID PETERS

Phone: \_\_\_\_\_ Residential Address : \_\_\_\_\_

\*Proposed Manager (must file COM with ABCC): DAVID PETERS

Phone: \_\_\_\_\_ Residential Address \_\_\_\_\_

Applicant's (authorized) Signature [Signature] Date: 3/21/24

By signing above you are verifying the accuracy of all information

License Class: ☐ Annual ☒ Seasonal ☐ One Da (1 + 1 Day[s])

### TYPE OF LICENSE: (CHECK ONLY ONE)

☐ Club ☐ Package Store ☐ Veteran's Club ☐ General On Premise ☒ Restaurant  
☐ Innholder ☐ Tavern ☐ Other (Specify) \_\_\_\_\_

### LICENSE CATEGORY:

☒ All Alcohol ☐ Wine & Malt ☐ Malt Only ☐ Wine Only ☐ Wine & Malt with Cordials  
☐ Other (please specify) \_\_\_\_\_

### HOURS OF OPERATION - PLEASE READ CAREFULLY

☐ **NO CHANGES** TO HOURS OF OPERATION FROM LAST YEAR: See Attached  
☒ **REQUESTING CHANGE OF HOURS** (complete ONLY if amending hours of operation from previous license period)  
☒ **SEE ATTACHED HOURS (CHANGE OF HOURS)**

### REQUESTING TO OPEN:

Mon: \_\_\_\_\_ Tues: 2pm Wed: 2pm Thurs: 2pm Fri: 2pm Sat: 12pm Sun: 12pm

### REQUESTING TO CLOSE:

Mon: \_\_\_\_\_ Tues: 11pm Wed: 11pm Thurs: 11pm Fri: 11pm Sat: 11pm Sun: 11pm

Seating Capacity: (if applicable) 44 Indoor 62 Outdoor 106 Total

Occupancy Number: on file

Entertainment License: ☒ Yes ☐ No

Request for New Year's Eve  
Extension?

☐ YES ☒ NO



*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)

ENTITY/ LICENSEE NAME STEAMBOAT PROVISIONS LLC d/b/a -THE DRIFT

ADDRESS 48 George Washington Blvd

CITY/TOWN Hull

STATE MA

ZIP CODE 02045

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 type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>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

## 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 #: 45e713c5-b7ae-4ce5-b824-5d66600961f9**

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	05573-RS-0554 STEAMBOAT PROVISIONS LLC	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: \$4.70

Date Paid: 2/15/2024 11:32:56 AM EDT

Total Amount Paid: \$204.70

#### Payment On Behalf Of

**License Number or Business Name:**

05573-RS-0554 STEAMBOAT PROVISIONS LLC

**Fee Type:**

FILING FEES-RETAIL

#### Billing Information

**First Name:**

Russell

**Last Name:**

Stein



### Steamboat Provisions LLC Ownership

Owner 1	Owner 2
David Peters	Devin Adams
50% Ownership	50% Ownership
No other interests in liquor license	Cellar Door LLC dba The Townshend   Quincy, MA   full on-premise license
Manager of Red Sky Liquor License (1 year)	Manager of The Townshend license (9 years)
See attached CORI	No record
April 1 – Memorial Day: Tuesday – Sunday 11am-10pm Memorial Day – Labor Day: Monday – Sunday 11am – 10pm Labor Day – November 1: Tuesday – Sunday 11am – 10pm	

### Seller Entity Information

JA Holdings, Inc	Owner 1	Owner 2
	Andrew Spinale	Justin Gould
	President	Managing Partner
	50%	50%





*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR A TRANSFER OF LICENSE**

Municipality

**1. TRANSACTION INFORMATION**

- ☒ Transfer of License  
☐ Alteration of Premises  
☐ Change of Location  
☐ Management/Operating Agreement  
☐ Pledge of Inventory  
☐ Pledge of License  
☐ Pledge of Stock  
☐ Other   
☐ Change of Class  
☐ Change of Category  
☐ Change of License Type  
(\$12 ONLY, e.g. "club" to "restaurant")

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

Same location license transfer to a new corporate entity, with new DBA. No change to manager of record or general operations.

**2. LICENSE CLASSIFICATION INFORMATION**

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	\$12 Restaurant	All Alcoholic Beverages	seasonal

**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.

ONE STORY WOOD FRAME BUILDING CONSISTING OF A KITCHEN, DINING ROOM. NO CELLAR. TWO ENTRANCES, THREE EXITS. A PATIO WITH ONE ENTRANCE THROUGH THE DINING ROOM.

Total Sq. Footage	<input type="text" value="1770, 2000 patio"/>	Seating Capacity	<input type="text" value="44/62"/>	Occupancy Number	<input type="text" value="TBD"/>
Number of Entrances	<input type="text" value="2"/>	Number of Exits	<input type="text" value="3"/>	Number of Floors	<input type="text" value="1"/>

## APPLICATION FOR A TRANSFER OF LICENSE

### 5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name <span style="border: 1px solid black; padding: 2px;">JA HOLDINGS INC</span>	By what means is the license being transferred? <span style="border: 1px solid black; padding: 2px;">Purchase</span> <span style="float: right;">▼</span>
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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
<span style="border: 1px solid black; padding: 2px;">Justin Gould</span>	<span style="border: 1px solid black; padding: 2px;">Treasurer/Secretary/Director</span>	<span style="border: 1px solid black; padding: 2px;">50%</span>
Name of Principal	Title/Position	Percentage of Ownership
<span style="border: 1px solid black; padding: 2px;">Andrew Spinale</span>	<span style="border: 1px solid black; padding: 2px;">President/Director</span>	<span style="border: 1px solid black; padding: 2px;">50%</span>
Name of Principal	Title/Position	Percentage of Ownership
<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>
Name of Principal	Title/Position	Percentage of Ownership
<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>
Name of Principal	Title/Position	Percentage of Ownership
<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>

### 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
<span style="border: 1px solid black; padding: 2px;">Devin Adams</span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<span style="border: 1px solid black; padding: 2px;">Manager/Member</span>	<span style="border: 1px solid black; padding: 2px;">50%</span>	<span style="border: 1px solid black; padding: 2px;"><input checked="" type="radio"/> Yes <input type="radio"/> No</span>	<span style="border: 1px solid black; padding: 2px;"><input checked="" type="radio"/> Yes <input type="radio"/> No</span>
Name of Principal	Residential Address	SSN	DOB
<span style="border: 1px solid black; padding: 2px;">David Peters</span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<span style="border: 1px solid black; padding: 2px;">Manager/Member</span>	<span style="border: 1px solid black; padding: 2px;">50%</span>	<span style="border: 1px solid black; padding: 2px;"><input checked="" type="radio"/> Yes <input type="radio"/> No</span>	<span style="border: 1px solid black; padding: 2px;"><input checked="" type="radio"/> Yes <input type="radio"/> No</span>
Name of Principal	Residential Address	SSN	DOB
<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"><input type="radio"/> Yes <input type="radio"/> No</span>	<span style="border: 1px solid black; padding: 2px;"><input type="radio"/> Yes <input type="radio"/> No</span>
Name of Principal	Residential Address	SSN	DOB
<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"><input type="radio"/> Yes <input type="radio"/> No</span>	<span style="border: 1px solid black; padding: 2px;"><input type="radio"/> Yes <input type="radio"/> No</span>

## APPLICATION FOR A TRANSFER OF LICENSE

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

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<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

#### 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
Devin Adams	Sec 12	Cellar Door LLC	Quincy

#### 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

Date of Incorporation

State of Incorporation

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

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales? ☒ Yes ☐ No

### 9. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:



## APPLICATION FOR A TRANSFER OF LICENSE

### 10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	n/a
B. Purchase Price for Business Assets	100.00
C. Other* (Please specify)	9,900.00
D. Total Cost	10,000

\*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
Steamboat Provisions LLC and its members	10,000
Total:	10,000

#### 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.
			<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

#### FINANCIAL INFORMATION

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

Licensee to spend approx. \$10,000 in general startup costs for new dba and license transfer.

### 11. PLEDGE INFORMATION

Please provide signed pledge documentation.

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

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

To whom is the pledge being made?

## 12. MANAGER APPLICATION

### A. MANAGER INFORMATION

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

Proposed Manager Name  Date of Birth  SSN

Residential Address

Email  Phone

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

### 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
See Resume				

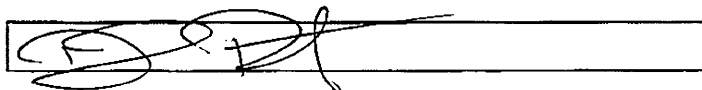
### D. PRIOR DISCIPLINARY ACTION

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

# DAVID G. PETERS

## PROFESSIONAL EXPERIENCE

### **THE TOWNSHEND | PEARL & LIME | RED SKY** *Quincy & Hull, MA*

#### **Director of Operations / Managing Partner**

August 2019 – Present

- Direct daily operations for 3 restaurants, a food truck, and multiple “pop-ups”
- Collaborate with Ownership and Senior Management to promote and uphold core values of each business
- Implement and maintain operational processes to control labor, expenses, and enhance quality of service
- Direct and administer HR operations, including payroll, onboarding, and disciplinary processes
- Oversee Technical matters, including Toast POS, Square POS, networking, software and hardware
- Lead menu design and build out using Adobe Suite software
- Drive restaurant growth by collaborating with ownership over expansion, lease negotiations, and design/build projects

### **TOAST, INC** *Boston, MA*

November 2018 – August 2019

#### **Business Operations Representative**

- Facilitated cross-functional collaboration, reviewing, and approving new customer deals with the sales team
- Efficiently managed end-to-end client onboarding for reseller channel newcomers
- Contributed to revenue growth by optimizing the upsell/downsell module
- Provided immediate, hands-on support to resolve AMEX batch settlement issues

### **DRYNC** *Somerville, MA*

June 2017 – November 2018

#### **Data & Operations Manager**

- Built and maintained a comprehensive database of beer, wine, and spirits using SQL
- Created reports and analytics to illustrate e-commerce purchase behavior
- Managed client onboarding processes for all new retailers
- Assisted in building White Label Mobile Apps
- Oversaw an outsourced data team responsible for processing data feeds

### **THE TOWNSHEND** *Quincy, MA*

May 2015 – November 2017

#### **Server/Bartender**

### **SARMA RESTAURANT** *Somerville, MA*

January 2017 – August 2017

#### **Service Bartender**

### **ISLAND CREEK OYSTER BAR** *Boston, MA*

January 2014 – May 2015

#### **Restaurant Manager/ Server/ Bartender/ Manager in Training**

### **IL BARILOTTO ENOTECA** *Fishkill, NY*

September 2012 – January 2014

#### **Server / Tournant**

### **ARAMARK AT FENWAY PARK** *Boston, MA*

April 2011 – October 2011

#### **Prep Cook / Line Cook (Externship)**

### **TAYLOR'S FAMILY RESTAURANT** *Mashpee, MA*

August 2007- July 2010

#### **Prep Cook / Line Cook / Pizza Maker**

## EDUCATION

### **THE CULINARY INSTITUTE OF AMERICA** *Hyde Park, NY*

August 2010 - January 2014

Bachelor of Professional Studies: Hospitality Management

## ADDITIONAL INFORMATION

**Certifications:** BarSmarts, ServSafe, TIPS, WSET Level 2, Introductory CMS Certificate, CPR

**Proficient in:** [POS Systems] Toast, Square, Aloha, Micros, Dinerware; Microsoft Suite, Adobe Suite, Squarespace, [Reservation Systems] Resy, Tock, OpenTable

### 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

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

#### CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

☐ Yes ☐ No

If yes, attach an affidavit providing the details of any and all convictions.

### 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:

## APPLICANT'S STATEMENT

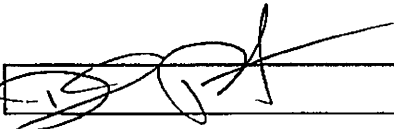
I, David Peters the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager  
Authorized Signatory

of Steamboat Provisions 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: 2/7/24

Title:

Manager

## CORPORATE VOTE

The Board of Directors or LLC Managers of

Steamboat Provisions LLC

Entity Name

duly voted to apply to the Licensing Authority of

Town of Hull

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

February 7, 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 type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>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

David Peters

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

David Peters

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

DAVID PETERS  
(Print Name)

For Corporations ONLY

A true copy attest,

  
Corporation Clerk's Signature

(Print Name)



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

DEBORAH B. GOLDBERG  
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.  
CHAIRMAN

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

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	Steamboat Provisions LLC	CITY/TOWN:	Hull
---	--	----------------	--------------------------	------------	------

**APPLICANT INFORMATION**

LAST NAME:	Adams	FIRST NAME:	Devin	MIDDLE NAME:				
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Brockton, MA					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:		DRIVER'S LICENSE #:		STATE LIC. ISSUED:	MA			
GENDER:	MALE	HEIGHT:	5	9	WEIGHT:	190	EYE COLOR:	green
CURRENT ADDRESS:								
CITY/TOWN:		STATE:		ZIP:				
FORMER ADDRESS:								
CITY/TOWN:		STATE:		ZIP:				

**PRINT AND SIGN**

PRINTED NAME:	Devin Adams	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	-------------	-------------------------------	--

**NOTARY INFORMATION**

On this 7th February 2024 before me, the undersigned notary public, personally appeared Devin Adams  
(name of document signer), proved to me through satisfactory evidence of identification, which were 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.

John-Michael Wilkins  
Notary Public, Commonwealth of Massachusetts  
My Commission Expires September 20, 2024

NOTARY

**DIVISION USE ONLY**

REQUESTED BY:	
<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>	

The DCJL Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJL. 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 DCJL via mail or by fax to (617) 660-4614.

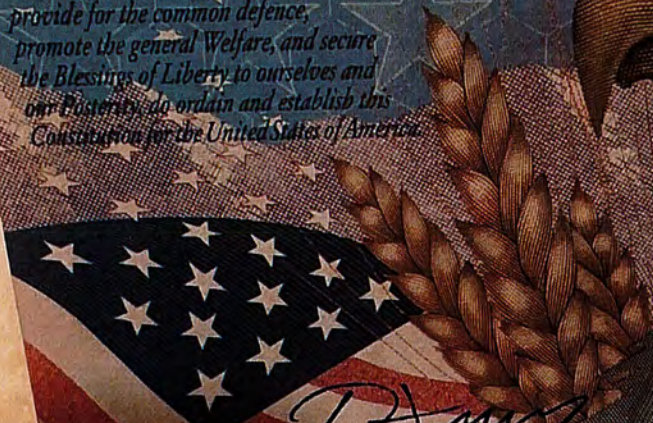






# We the People

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



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

3

PASSPORT  
PASSEPORT  
PASAPORTE

UNITED STATES OF AMERICA

Type / Type / Tipo Code / Code / Código Passport No. / Numéro du passeport / Número del Pasaporte

P

USA

Surname / Nom / Apellidos

ADAMS

Given Names / Prénoms / Nombres

DEVIN ROBERT

Nationality / Nationalité / Nacionalidad

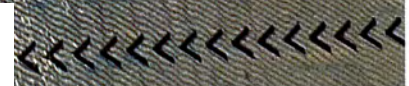
UNITED STATES OF AMERICA



Endorsements / mentions

SEE PAGE 27

P<USAADAMS<<DEVIN





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

DEBORAH B. GOLDBERG  
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.  
CHAIRMAN

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

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	LICENSEE NAME: STEAMBOAT PROVISIONS LLC	CITY/TOWN: HULL
---	---	-----------------

**APPLICANT INFORMATION**

LAST NAME: PETERS	FIRST NAME: DAVID	MIDDLE NAME:
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH:	
DATE OF BIRTH:	SSN:	ID THEFT INDEX PIN (IF APPLICABLE): N/A
MOTHER'S MAIDEN NAME: Nancy Converse	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT: 5 10	WEIGHT: 190 EYE COLOR: Brown
CURRENT ADDRESS:		
CITY/TOWN:	STATE:	ZIP:
FORMER ADDRESS:		
CITY/TOWN:	STATE:	ZIP:

**PRINT AND SIGN**

PRINTED NAME: DAVID PETERS	APPLICANT/EMPLOYEE SIGNATURE:
----------------------------	-------------------------------

**NOTARY INFORMATION**

On this 7th February 2024 before me, the undersigned notary public, personally appeared DAVID PETERS David Peters  
(name of document signer), proved to me through satisfactory evidence of identification, which were 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 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) 660-4814.



# We the People

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



*David Peters*

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

3

PASSPORT  
PASSEPORT  
PASAPORTE

UNITED STATES OF AMERICA

Type / Type / Tipo / Code / Code / Código / Passport No. / No. du Passeport / No. de Pasaporte

P

Surname / Nom / Apellido

PETERS

Given Names / Prénoms / Nombres

DAVID GEORGE

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA







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

mass.gov/dor



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



JA HOLDINGS INC RED SKY AT STEAMB  
48 GEORGE WASHINGTON BLVD  
HULL MA 02045-3012

### ***Why did I receive this notice?***

The Commissioner of Revenue certifies that, as of the date of this certificate, JA HOLDINGS INC RED SKY AT STEAMBOAT WHARF 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 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### ***Visit us online!***

Visit [mass.gov/dor](http://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: January 4, 2024

Letter ID:

Employer ID (FEIN):

JA HOLDINGS, INC  
48 GEORGE WASHINGTON BLVD  
HULL MA 02045-3012

Certificate ID:

The Department of Unemployment Assistance certifies that as of 03-Jan-2024, JA HOLDINGS, INC 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 in 30 days from the date of issuance.

Sincerely,

Katie Dishnica, Director  
Department of Unemployment Assistance

**Questions?**

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



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

Identification Number:

1. The exact name of the limited liability company is: STEAMBOAT PROVISIONS LLC

**2a. Location of its principal office:**

No. and Street: 1250 HANCOCK ST  
STE 126S  
 City or Town: QUINCY State: MA Zip: 02169 Country: USA

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

No. and Street: 1250 HANCOCK ST  
STE 126S  
 City or Town: QUINCY State: MA Zip: 02169 Country: USA

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

FULL SERVICE RESTAURANT & CATERING

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: DAVID PETERS  
 No. and Street:  
 City or Town:

I, DAVID PETERS resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	DEVIN ADAMS	1250 HANCOCK ST QUINCY, MA 02169 USA
MANAGER	DAVID PETERS	1250 HANCOCK ST QUINCY, MA 02169 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	DEVIN ADAMS	1250 HANCOCK ST QUINCY, MA 02169 USA
REAL PROPERTY	DAVID PETERS	1250 HANCOCK ST QUINCY, MA 02169 USA

**9. Additional matters:**

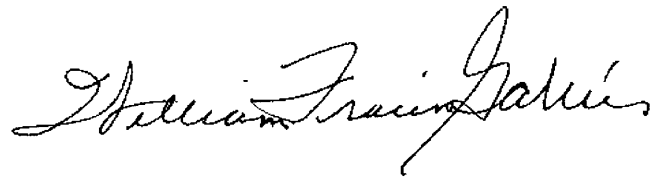
**SIGNED UNDER THE PENALTIES OF PERJURY, this 9 Day of January, 2023,**  
DAVID PETERS

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

THE COMMONWEALTH OF MASSACHUSETTS

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

January 09, 2023 12:43 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

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

**Certificate of Amendment**

(General Laws, Chapter 156C, Section 13)

Filing Fee: \$100.00

Identification Number:

1.a. Exact name of the limited liability company: STEAMBOAT PROVISIONS LLC

☐ Check if amending entity name

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

STEAMBOAT PROVISIONS LLC

1.c. The date of filing of the original certificate of organization:

01/09/2023

2. Address in the Commonwealth where the records will be maintained:

Number and street: 48 GEORGE WASHINGTON BLVD

Address 2:

City or town: HULL State: MA Zip code: 02045

Country: UNITED STATES

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

FULL SERVICE RESTAURANT & CATERING

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. Name and address of the Resident Agent:

Agent name: DAVID PETERS

Number and street:

Address 2:

City or town:

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

Title	Name	Address
MANAGER	DEVIN ADAMS	1250 HANCOCK ST QUINCY, MA 02169 USA
MANAGER	DAVID PETERS	1250 HANCOCK ST QUINCY, MA 02169 USA

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

Title	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
REAL PROPERTY	DAVID PETERS	1250 HANCOCK ST QUINCY, MA 02169 USA
REAL PROPERTY	DEVIN ADAMS	1250 HANCOCK ST QUINCY, MA 02169 USA

9. Additional matters:

10. State the amendments to the certificate:

CHANGE OF ADDRESS

11. The amended 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): 11/01/2023      Time (HH:MM) 12:00 AM

SIGNED UNDER THE PENALTIES OF PERJURY, this 30 Day of October, 2023,

DAVID PETERS

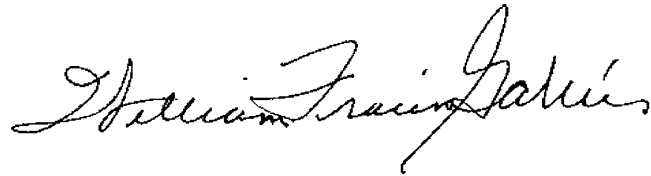
, Signature of Authorized Signatory.



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:

October 30, 2023 04:45 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

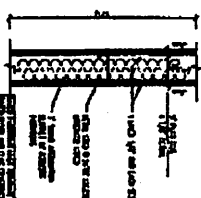
WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**48 GEORGE WASHINGTON BOULEVARD  
HULL, MASSACHUSETTS 02045**

## EMPORIUM DESIGN

6-623 STE P&G, BRIDGE LST PARTITION TRG & SCOT & SHARPING ROOF VALUATION  
6-624 TON RICH  
6-625 ACQUISITION PLAN & ASB BROOKS  
6-626 STEELERS PLAN  
4-184 CONSTRUCTION PLAN



1. The first part of the document is a letter from the President of the United States to the Congress, dated January 8, 1860. It contains a report on the state of the Union and the progress of the government during the year ending December 31, 1859.

●



**PROBLEMS:**

**48**  
**George Washington**  
**Boulevard**  
**HALL, MA**

### STANDARD ABBREVIATIONS

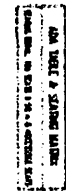
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| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 |    |    |    |    |    |    |    |    |    |    |    |    |     |



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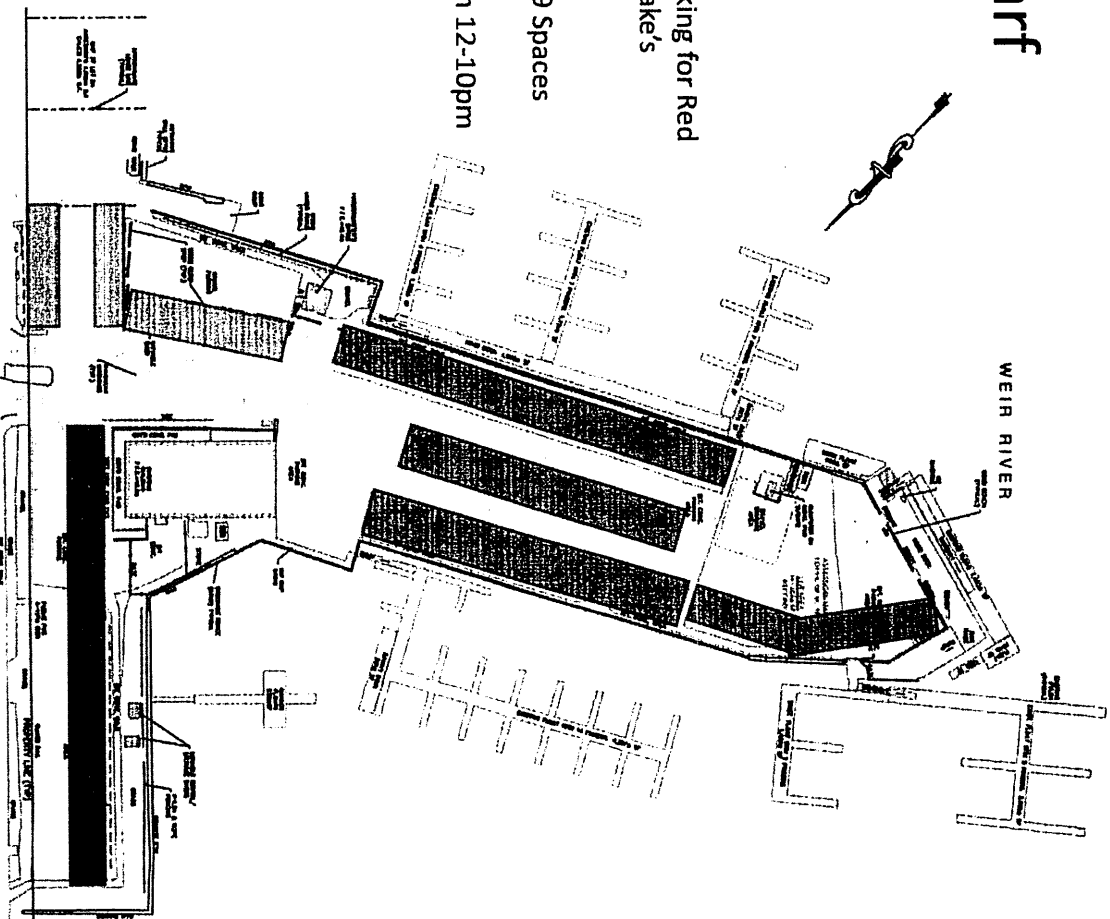
**EXHIBIT B**



# Steamboat Wharf Parking Plan:

(May 1 – October 15)

-  Marina Customer Parking.  
(Approximately 90 Spaces)  
After 4:00pm Shared Use parking for Red Sky, Marina Customers, and Jake's Customers.
-  Marina Restaurant Parking, 29 Spaces
-  Jake's Restaurant Parking from 12-10pm



## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("**Amendment**") is made and entered into of the 20<sup>th</sup> day of November, 2023 (the "**Effective Date**") by and between JA Holdings, Inc. ("**Landlord**") and Devin Adams ("**Tenant**"). The Lessor and the Lessee are hereinafter collectively referred to as the "**Parties**".

### RECITALS

**WHEREAS**, Landlord and Tenant entered into that certain Commercial Lease Agreement dated February 28, 2023 (the "**Lease**").

**WHEREAS**, pursuant to the Lease, Landlord agreed to lease to Tenant the property described as a portion of Nantasket Pier, Hull, MA as shown on Exhibit A attached to the Lease, commonly known as Red Sky Restaurant (the "**Premises**").

**WHEREAS**, the parties desire to amend the Lease on the terms and conditions contained herein, which shall take effective retroactively to the Effective Date.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree, as follows:

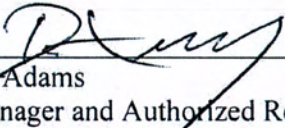
1. **Recitals.** The foregoing recitals are incorporated herein as if set forth at length. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Lease. All references herein to the Lease shall include the Lease as modified by this Amendment.
2. The name of the Tenant is revised from Devin Adams to **Steamboat Provisions, LLC.**
3. To the extent any license associated with the Premises is in the name of Devin Adams, this Amendment shall be considered Landlord's approval of the transfer of said license(s) to Steamboat Provisions, LLC.
4. Nothing herein shall change the personal guarantor of the Lease, which shall remain as Devin Adams.
5. **Ratification; Full Force and Effect.** As amended herein, the Lease is hereby ratified, confirmed and approved in all respects. Except as herein specifically modified, all other terms, conditions, covenants and agreements of said Lease are to remain unchanged and in full force and effect.
6. **Provisions Binding.** All rights and liabilities given to or imposed upon either of the parties to this Amendment shall extend to and are binding upon the parties hereto and their respective successors and assigns.

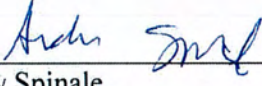
7. **Entire Agreement.** This Amendment (a) together with the Lease contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties, (b) may not be modified or amended except by written agreement signed by the parties, (c) will be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws and (d) may be executed by facsimile signature and in one or more counterparts, each of which will be deemed an original, and all of which when taken together will constitute one and the same instrument.

IN WITNESS HEREOF, the said parties set their hands and seals as of the Effective Date set forth above.

**Steamboat Provisions, LLC- Tenant**

**JA Holdings, Inc. - Landlord**

By:   
Devin Adams  
Its Manager and Authorized Representative

By:   
Andrew Spinale  
Its President and Authorized Representative

First Amendment to Lease Agreement

## **ALCOHOLIC BEVERAGES LICENSE TRANSFER AGREEMENT**

ALCOHOLIC BEVERAGES LICENSE TRANSFER AGREEMENT (the “**Agreement**”) made as of this 12<sup>th</sup> day of February, 2024 (the “**Effective Date**”), by and between JA HOLDINGS INC, a Massachusetts corporation (“**Transferor**”), and STEAMBOAT PROVISIONS LLC, a Massachusetts limited liability company (“**Transferee**” and, collectively with Transferor, the “**Parties**”).

### **Recitals:**

WHEREAS, Transferor is the holder of a M.G.L. c. 138 Sec. 12 7-Day All Alcoholic Beverages (ABCC License No. 05573-RS-0554; Town of Hull License No. AS2023-26) (the “**Liquor License**”) issued for the operation of the restaurant known as “Red Sky” exercised at 48 George Washington Blvd., Hull, Massachusetts (the “**Licensed Premises**”);

WHEREAS, the Transferor and Transferee are parties to that certain Commercial Lease Agreement dated February 28, 2023, as amended by that certain First Amendment to Lease Agreement dated November 20, 2023 (collectively the “**Lease**”), whereby the Transferee agreed to lease the Licensed Premises from the Transferor;

WHEREAS, Transferee’s manager, David Peters, is the current “manager of record” for the Liquor License;

WHEREAS, Transferee desires to acquire and Transferor desires to transfer the Liquor License to Transferee pursuant to M.G.L. c. 138 Sec. 23 and the Town of Hull Rules and Regulations Governing Alcoholic Beverages, on the terms and conditions contained herein, to be exercised by Transferee at the Licensed Premises.

NOW, THEREFORE, in consideration of the Transfer Fee hereinafter set forth and the mutual promises of the Parties each to the other given, and of the other good and valuable consideration recited herein, Transferor and Transferee agree as follows:

### **1. Transfer of License**

1.1. Transfer of License. Transferor agrees to transfer and Transferee agrees to acquire the Liquor License at the Closing, as defined in Section 4, subject to the terms and conditions contained herein.

1.2. Transfer Fee. The Transfer Fee for the Liquor License shall be One Hundred Dollars (\$100.00) (the “**Transfer Fee**”).

1.3. Further Assurances. Transferor from time to time after the Closing at the request of Transferee and without further consideration shall execute and deliver further instruments of transfer and assignment and take such other action as Transferee may reasonably require to transfer more effectively and assign to, and vest in, Transferee the Liquor License.

1.4. The terms and conditions contained herein shall not in any way operate to modify, amend, revise, alter or change the terms and conditions contained in the Lease. Should any of the terms and conditions contained herein conflict with the terms and conditions contained in the Lease, the terms of the Lease shall prevail and control.

## **2. Transferor's Representations & Warranties**

Transferor represents and warrants, the following to be true, complete, and accurate as of the execution hereof. The warranties and representations shall be deemed to be repeated and made again at and as of the time of the Closing.

2.1. Transferor is a duly organized Massachusetts corporation validly existing and in good standing and has all necessary powers, rights, and authority to enter into and consummate the transactions contemplated by this Agreement.

2.2. Transferor is the holder, free and clear of all liens, leases, restrictions, conditions, encumbrances and obligations of any kind or nature (including security interests and/or judgments) of the Liquor License.

2.3. Transferor owes no sums, whether liquidated or unliquidated, disputed or undisputed, whether for taxes, trade creditors or otherwise that will affect the Liquor License. All transfer, excise, or other taxes payable to any jurisdiction by reason of the sale and transfer of the Liquor License pursuant to this Agreement (other than such taxes as would create a lien or obligation against, or in any way affect title to, the Liquor License, which shall be paid by Transferor prior to Closing), shall be paid or provided for by Transferor after the Closing.

2.4. Transferor has filed all federal, state, and local income, tax returns required to be filed by it and has paid all taxes owing by it except taxes that have not yet accrued or otherwise become due for which adequate provision has been made by Transferor. Neither the Internal Revenue Service, the Massachusetts Department of Revenue nor any other taxing authority is now asserting or, to the knowledge of Transferor threatening to assert against Transferor, any deficiency or claim for additional taxes or interest thereon or penalties in connection therewith.

2.5. Transferor has received no notice(s) pertaining to any existing or potential violations of law with respect to the Liquor License by the Town of Hull Police Department, Town of Hull Licensing Board, the Massachusetts Alcoholic Beverages Control Commission, or any other licensing or regulatory authority.

2.6. Transferor has all corporate power to carry on its business as it is now being conducted and there exists no provisions in its corporate documents and applicable law inconsistent with or that would hinder or prevent the transactions contemplated herein. Transferor has obtained all member, manager and other approvals required for the execution and delivery of this Agreement and the performance of Transferor's obligations under this Agreement and this Agreement is a valid and binding obligation of Transferor enforceable in accordance with its terms.

2.7. There is no litigation, action, suit, claim or proceeding at law or in equity by or before any court or governmental agency now pending, or to the best of the Transferor's knowledge threatened against Transferor, with respect to the Liquor License, or otherwise. Transferor has received no written notice that Transferor is in default under or in violation of any law or regulation, or under any order of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency, or instrumentality wherever located, and Transferor is not aware of any such default or violation.

### **3. Transferee's Representations**

Transferee represents and warrants to Transferor that the following are true, complete and accurate as of the execution hereof. The warranties and representations shall be deemed to be repeated and made again at and as of the time of the Closing:

3.1. Transferee is a Massachusetts limited liability company organized and validly existing and in good standing under the laws of the Commonwealth of Massachusetts with full power to own or lease its properties and to conduct its business in the manner and in the places where such properties are owned or leased or such business is conducted by Transferee.

3.2. All necessary action has been taken by Transferee to authorize the execution, delivery and performance of this Agreement and this Agreement is a valid and binding obligation of Transferee in accordance with its terms subject to laws of general application affecting creditor's rights.

3.3. Transferee's proposed Manager of Record for the Liquor License shall be a citizen of the United States and resident of the Commonwealth of Massachusetts. To Transferee's knowledge, Transferee, all individuals who will hold any equity interests in Transferee, and Transferee's proposed Managers of Record are or will, prior to Closing, be qualified pursuant to M.G.L. c. 138.

3.4. Neither the execution of this Agreement, the consummation of the transactions contemplated hereby, nor the transfer of the Liquor License pursuant hereto will: (a) constitute an event of default under or breach of any agreement to which Transferee is a party; (b) constitute a violation of any regulation, order, writ or decree of any court or governmental instrumentality or any arbitration award affecting Transferee; (c) result in the creation or imposition of any security interest, lien, or encumbrance of any nature upon any assets of Transferee; and/or (d) accelerate any obligation of Transferee.

### **4. Time for Performance.**

4.1. Closing. The Parties agree that the closing of the transfer of the Liquor License and the transactions herein (the "**Closing**") shall take place at 1:00pm at the office of Transferee's counsel on the fifth (5<sup>th</sup>) business day after the Transferee receives written notice from both the Licensing Board and the ABCC that the transfer of Liquor License has been approved (the "**Closing Date**"). The Closing shall be held at the office of Transferee's counsel,

or at such other time and location mutually agreed by the Parties no later than 24-hours prior to the Closing Date. At the Closing the Parties shall deliver all documents required herein (specifically those detailed in Section 5).

4.2. Full Performance. Acceptance of performance by Transferee and Transferor shall be deemed to be full performance and discharge of every agreement and obligation herein contained except for those provisions which by their terms are to be performed after the time of Closing, those terms and agreements which specifically shall survive closing and those terms and agreements set forth in the Lease.

## 5. Conditions to Closing

It is understood and agreed by and between the Parties hereto that the Closing is expressly contingent upon and subject to satisfaction of each of the following conditions precedent:

5.1. Liquor License Approval. The approval of the transfer of the Liquor License by the Town of Hull Licensing Board (the “**Licensing Board**”) and the Massachusetts Alcoholic Beverages Control Commission (the “**ABCC**”); provided that Transferee shall apply for and diligently pursue such licenses with the cooperation of Transferor to the Licensing Board and the ABCC pursuant to the timeline detailed below. Such applications shall be prepared and submitted by Transferee to the Licensing Board no later than sixty (60) days after the execution of this Agreement (with the date of this Agreement to be defined as the “**License Contingency Commencement Date**”). Transferee shall have one hundred eighty (180) days from the License Contingency Commencement Date to obtain the transfer of the Liquor License (the “**License Contingency Period**”). If, despite Transferee’s diligent efforts, Transferee is unable to obtain the approval of the Licensing Board and the ABCC of the proposed transfer of the Liquor License from Transferor to Transferee by the expiration of the License Contingency Period, failing which or upon expiration thereupon, if no approval has occurred, either party shall have the right to terminate this Agreement by written notice to the other party within thirty (30) days thereafter.

5.2. Transfer of Title. At the Closing, Transferor shall deliver or cause to be delivered to Transferee title to the Liquor License free and clear of all liens, leases, restrictions, conditions and encumbrances of any kind or nature caused or incurred by Transferor, by Bill of Sale in form reasonably agreed to by counsel for the parties, except those to be assumed by Transferee.

5.3. Consents. Delivery of votes or consents by Transferee and Transferor authorizing the transaction referred to herein.

5.4. No Divestiture. Transferor shall not have sold or transferred the Liquor License and no enforcement and/or revocation action shall have commenced against the Transferor or relating to the Liquor License by the Licensing Board, ABCC or and other municipal or state authority.



5.5. Certificates. Transferor shall provide Transferee with the following certificates, dated within seven (7) days of Closing: (a) certificate of good standing from the Massachusetts Secretary of State; (b) certificate of tax good standing from the Massachusetts Department of Revenue;

5.6. Other Closing Documents. Such other standard and customary writings and instruments as the respective attorneys for the Parties shall deem reasonably necessary or advisable to consummate the transactions contemplated by this Agreement.

## **6. Adjustments.**

All prepaid license fees and any other charges with respect to the Liquor License, shall be prorated and adjusted as of the time for performance and the net amount added or deducted as the case may be from the Transfer Fee, the effect being that Transferor shall be credited with any amounts paid by Transferor and attributable to the period from and after the date of the Closing and Transferee shall be credited with any amounts that Transferee will pay that will be attributable to the period prior to the date of the Closing.

## **7. Notices.**

All notices required hereunder or contemplated hereunder shall be in writing and shall be deemed properly delivered and received when sent by email providing a transmission receipt (and provided the original notice shall be mailed within three days thereafter by a nationally recognized overnight courier service). Any party may by written notice given in the above manner designate a different address for notices. Notices sent by the attorneys for the respective Parties to this agreement shall have the same effect as if sent by the respective party.

## **8. Indemnity.**

Transferee agrees to indemnify Transferor against and save it harmless from all losses, liabilities, costs, claims, expenses, charges and damages (“**Damages**”) including all reasonable expenses (including without limitation attorneys’ fees), incurred by Transferor and arising directly out of any: (i) breach of any representation or warranty contained herein; or (ii) any third party claim or investigation arising out of the acts or omissions of the Transferee relating to the Liquor License prior to the date of this Agreement. This Section shall survive Closing or the earlier termination of this Agreement.

## **9. Default.**

If the Transferor shall default on any term of this Agreement or breach any warranty or representation contained herein, Transferee shall have the option to: (a) terminate this Agreement with written notice to Transferor.

## **10. Costs.**

Except as specifically otherwise may be provided herein, each of the Parties will be responsible for their own expenses relating to the Agreement and the transactions and activities contemplated herein.

#### **11. Authority of Signatories.**

Transferor and Transferee each materially represents and warrants that the person or persons signing this Agreement on behalf of that party has been duly authorized to do so and that the same constitutes a binding and legal obligation of that party.

#### **12. Entire Understanding.**

This Agreement contains the entire understanding of the Parties and no prior representations, agreements, or understanding written or otherwise shall in any way alter or amend the terms of this Agreement. Any and all modifications of this Agreement shall be in writing and signed by the Parties hereto.

#### **13. Construction and Review of Agreement.**

13.1. Binding Agreement. This Agreement is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the Parties, is binding upon and inures to the benefit of the Parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns.

13.2. Modification. This Agreement may only be cancelled, modified or amended by a written instrument executed by both Transferor and Transferee.

13.3. Headings. The captions and marginal notes are used as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the Parties to it

13.4. Review. The Parties hereto have had an opportunity to, and hereby represent that they have, reviewed this Agreement with legal and financial counsel of their choosing. For this reason, this Agreement will be deemed drafted by both Parties, and each Party is relying solely on its own legal and financial counsel to execute this Agreement. Neither Party is relying on any advice or representation of another Party. Any failure by the Transferor or Transferee to seek advice of legal counsel shall not invalidate or make unenforceable this Agreement or any portion thereof.

#### **14. Assignment.**

Transferor hereby consents to the assignment by Transferee to a nominee, including an entity controlled by or under common control with Transferee, of all of its rights and obligations under this Agreement provided that said entity is the named Tenant/Lessee under the Lease.

#### **15. Signatures; Counterparts.**

This Agreement may be executed in multiple counterparts, each of which shall be effective upon execution and delivery as provided herein and, thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same effect as if each party hereto had signed on the same signature page. The parties agree that this Agreement may be electronically signed using "DocuSign" or similar virtual or electronic signature software. The parties agree that electronic signatures appearing on this agreement, including signatures transmitted by facsimile machine or by electronic mail in portable document format ("pdf") and signatures appearing on faxed instruments and/or electronic mail instruments, shall be treated as and are the same as handwritten original signatures for the purposes of validity, enforceability, and admissibility. Each party agrees to execute and acknowledge original handwritten signatures to this Agreement on demand.

*[Signature Page(s) to Follow]*

IN WITNESS WHEREOF, this Alcoholic Beverages License Transfer Agreement has been executed as a sealed instrument on the date first above written.

**TRANSFEROR:**

**JA HOLDINGS, INC.**  
a Massachusetts Corporation

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By:  
Its:

**TRANSFeree:**

**STEAMBOAT PROVISIONS LLC,**  
a Massachusetts limited liability company

---

By:  
Its:

*[Signature Page for Alcoholic Beverages License Transfer Agreement]*





## **COMMERCIAL LEASE AGREEMENT**

### **ARTICLE 1 - Reference Data**

#### **1.1 Introduction and Definitions**

This is a lease agreement (this "Lease") entered into by and between the Landlord and Tenant as hereinafter defined. Each reference in this Lease to any of the following terms or phrases shall be construed to incorporate the corresponding definition stated in this Section 1.1

**Date of Lease:**

FEBRUARY 28, 2023

**Landlord:**

**Address and Contact Information:**

JA HOLDINGS, INC.

48 George Washington Boulevard

Hull, MA 02045

Phone: (781) 925-0044

Email: justin@steamboatwharfmarina.com

**Tenant:**

**Address and Contact Information:**

Devin Adams (entity to be formed)

The Townshend Group

1250 Hancock Street, Suite 126S

Quincy, MA 02169

**Premises (or "demised premises):**

Portion of Nantasket Pier, Hull, MA as shown on the attached Exhibit A, commonly known as Red Sky Restaurant

**Premises Rentable Area:**

1770 square feet of interior space and 2000 square feet of exterior patio area

**Building; Property; Marina:**

As used herein, the Building is that building in the Town of Hull, Massachusetts, located at 48 George Washington Boulevard, Hull, MA 02025 (the "Building"). The Building and the parcels of land constituting the property located at 48 George Washington Boulevard, Hull, MA, as well as all other buildings and improvements located on such property and the sidewalks and dock areas adjacent thereto, are sometimes collectively referred to as the "Property" and sometimes collectively referred to as the "Marina."

**Lease Commencement Date:**

Upon issuance and final approval of all required permits and licenses for the operation of a full service restaurant with an all alcohol license, but Tenant may take possession of the

space prior to the Lease Commencement Date, provided the lease has been fully executed, the deposit has been submitted (first, last, and security), and the Landlord is in receipt of a liability binder naming the Landlord as additional insured.

**Rent Commencement Date:**

Payment of rent shall commence on the earlier to occur of sixty (60) days from the Lease Commencement Date or Tenant opening for business to the public.

**Original Term:**

The period of approximately five (5) years commencing on the Lease Commencement Date and expiring on December 31, 2027.

**Option Term(s):**

The Lease term (as hereinafter defined) may be extended for two additional five (5) year Option Terms.

**Base Rent (or "base rent"):**

Base Rent shall be in the following amounts during the Original Term:

<u>Year</u>	<u>Base Rent</u> <u>(per annum)</u>	<u>Monthly Installments</u>
-------------	--	-----------------------------

1	\$ 45,000.00	\$ 3,750.00
2	\$ 45,000.00	\$ 3,750.00
3	\$ 45,000.00	\$ 3,750.00
4	\$ 45,000.00	\$ 3,750.00
5	\$ 45,000.00	\$ 3,750.00

**Base Rent Bonus:**

In addition to Base Rent, Tenant shall also pay Landlord as a Base Rent Bonus 9% of gross sales if between \$600,000 and \$1,000,000 and 4.5% of gross sales which are above \$1,000,000.

**Taxes:**

Defined in Article 7.

**Property Operating Expenses:**

Defined in Article 7.

**Building Operating Expenses:**

Defined in Article 7.

**Tenant's Percentage Share of  
Property Operating Expenses:**

See Article 7.

**Tenant's Percentage Share of  
Building Operating Expenses:**

See Article 7.

**Tenant's Percentage Share of Shared Utilities:**

Water and sewer are included in Base Building Operating Expenses as defined in Article 7. All other utilities, gas, electricity, internet/phone are separately metered or separately invoiced and therefore the Tenant's sole and complete responsibility.

**Permitted Use:**

Marina Restaurant and Bar with operations only conducted between April 1 and October 31 of each Lease year. If Tenant desires to operate business beyond October 31, Tenant must notify Landlord, in writing, no less than forty-five (45) days prior to October 31. Landlord may, but is not obligated to provide Tenant with amended lease terms (such as parking, permits, capacity limits) to allow for restaurant to operate during extended season in a smaller capacity. The agreed upon day/hours of operation shall be \_\_\_\_\_ and the total minimum hours of operating each week shall be \_\_\_\_\_.[R1]

**Commercial General Liability Insurance Limits:**

\$2,000,000.00 per occurrence (combined single limit) for property damage, bodily and personal injury and death.

**Address for Payment of Rent:**

Same as Address of Landlord above.

**Security Deposit:**

\$3,750.00

**Last Month's Rent:**

\$3,750.00

**Guarantor:**

Devin Adams  
Address  
City, State Zip  
Phone:  
Email:

**1.2 Exhibits**

The Exhibits listed below in this section are incorporated in this Lease by reference and are to be construed as a part of this Lease.

EXHIBIT A.	Property Description and Plan showing the Property and Premises
EXHIBIT B.	Parking Plan showing suggested parking spaces

## **ARTICLE 2 - Grant and Premises**

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises (sometimes referred to as the "demised premises"), which Premises are located in the Building on the Property, as shown in Exhibit A attached hereto. The Premises are part of a Marina located on the Property, which is sometimes referred to herein as the "Marina". The Tenant accepts the Premises in their "as is" condition and agrees Landlord has no work to perform to prepare the Premises for Tenant's occupancy.

## **ARTICLE 3 - Quiet Enjoyment**

Provided Tenant is not in default, Tenant shall have peaceable and quiet enjoyment and possession of the Premises herein demised during the term hereof and any extension and/or renewals without any hindrance or molestation from Landlord, its agents, servants or employees.

## **ARTICLE 4 – Lease Commencement Date and Rent Commencement Date**

The Lease Commencement date shall be upon issuance and final approval of all required permits and licenses for the operation of a full service restaurant with an all alcohol seasonal license, but Tenant may take possession of the space prior to the Lease Commencement Date, provided the lease has been fully executed, the deposit has been submitted (first, last, and security), and the Landlord is in receipt of a liability binder naming the Landlord as additional insured. Rent Commencement Date shall commence on the earlier to occur of sixty (60) days from the Lease Commencement Date or Tenant opening for business to the public.

## **ARTICLE 5 - Length of Term**

The initial term of this Lease ("Original Term") shall be approximately five (5) years, commencing on the Lease Commencement Date and ending December 31, 2027, unless sooner terminated as herein expressly provided, and shall be subject to two extension options as hereafter provided in Article 8. For purposes of this Lease, the phrase "lease year" shall mean a one (1) year period during the term from January \_\_, 2023 to the following December 31, 2023; and the word "term" shall mean and include the Original Term and any Option Terms hereunder.

## **ARTICLE 6 – Base Rent**

During the Original Term, Tenant covenants and agrees to pay Landlord base rent as follows: Tenant shall pay to Landlord base rent during each of the first five years of this Lease in the sum of Three Thousand Seven Hundred Fifty and (\$3,750.00) NO/100 Dollars per month or Forty-five Thousand and (\$45,000.00) NO/100 Dollars per year, payable on the first day of each month and prorated for any partial month.

Following each lease year, Tenant shall also pay the Landlord a Base Rent Bonus which shall be due and payable the 15<sup>th</sup> of January each year of the Lease in the amount of 9% of gross total yearly sales by the Tenant if the gross total sales are between \$600,000 and \$1,000,000 and if gross total yearly sales exceed \$1,000,000 then Tenant shall pay Landlord 4.5% of said gross total sales over \$1,000,000. For purpose of this calculation, a "lease year" shall mean a period of one (1) year commencing January 1 and ending October 1.



All base rent shall be paid without abatement, offset or deduction, in equal monthly installments on or before the first (1st) day of each month, in advance. If the term shall commence on a day other than the first day of the month, then the base rent for such month shall be pro rated for the balance of said month on a per diem basis. All payments of rent, base bonus rent and additional rent hereunder shall be made payable to the Landlord or to such nominee as may be designated in writing by Landlord from time to time, shall be paid without offset or deduction, and shall be sent to such address as Landlord may designate in writing from time to time. All base bonus rent shall be paid by Tenant and shall include a statement certified under the pains and penalties of perjury by the Tenant showing the total gross sales, plus all applicable backup which will allow the Landlord to confirm the amounts used to determine the base bonus rent. The Landlord initially designates Steamboat Wharf Marina, 48 George Washington Boulevard, Hingham, MA 02025 as its address.

All payments required by Tenant under this Lease, in addition to base rent and base bonus rent, shall be deemed "additional rent." Tenant shall provide Landlord with monthly statements throughout the Lease Term showing all sale and gross proceeds. This shall include but not be limited to an audited financial statement and profit – loss reports (due at end of lease year), plus access to all Toast Point of Sale system, and Meals Tax returns (when filed), Annual Tax Returns (when filed) which demonstrate all gross sales throughout the year. Tenant may pay estimated payments during the Lease Year to be applied to the lease bonus rent with final balance being due December 31<sup>st</sup>. Alternatively, Tenant may pay the entire Lease Year of base bonus rent on December 31<sup>st</sup> of each Lease Year.

As used in this Lease, the word "rent" shall include base rent, base bonus rent and additional rent.

#### **ARTICLE 7 – Taxes, Insurance, and Other Operating Expenses**

In addition to the annual and monthly base rent, commencing on Rent Commencement Date, and continuing through the Original Term and through any Option Term(s), if exercised, the Tenant shall pay Landlord monthly, as additional rent, a sum of money which shall be equal to one-twelfth (1/12) of the Tenant's respective Percentage Shares of the (a) Property Operating Expenses (as defined below), including insurance charges and expenses as provided in Article 14, and (b) Building Operating Expenses (as defined below), including Taxes (as hereinafter defined) on the Building and the Property, for the immediately preceding lease year. Said monthly payments shall be applied toward Tenant's Percentage Shares of the actual Property Operating Expenses and Building Operating Expenses for the then current lease year, hereinafter provided in Article 13, which shall be determined by March 15<sup>th</sup> of the following year. Tenant's Percentage Share of Property Operating Expenses shall be as follows: (a) Property Tax – 23.7% assessed by Town of Hull; (b) Land Property Tax – 1.5% assessed by Town of Hull; (c) Building insurance – 23.7% of total premium; (d) Common Area Hallways and Restrooms - \$2,250.00/year; (e) dumpster – 50% of dumpster costs between May 1 – October 31; (f) parking area - \$1,500.00/year; and (g) all other Property Operating Expenses – 23.7% of total billed. Tenant's Percentage Share of Building Operating Expenses shall be determined by multiplying the total of such Building Operating Expenses by a fraction, the numerator of which is the rentable square feet of floor space of the Premises and the denominator of which is the total rentable square feet of floor area in the Building. For water and sewer charges, Tenant shall be

responsible for the following percentages of the water and sewer bills from the Town of Hull: Fire Suppression Line: 23.7%, Building Water Meter: 28.6%, Yard Meter: 0% and Sewer: 43%. At the expiration of each Lease Year, Landlord shall submit documentation to Tenant sharing the actual expenses, taxes, insurance, Property Operating Expenses and Building Operating Expenses, and to the extent said figures exceed the prior year's charges, then any additional monies owed shall be paid forthwith. To the extent the charges are less than the prior year's charges, a credit will be applied to the additional rent owed in the next calendar year.

(a) As used herein, the term "Taxes" shall mean all taxes and special or betterment assessments of every kind and nature imposed by any governmental authority on the Building and the separate tax parcel of land on which the Building is located, which Landlord shall become obligated to pay because of or in connection with the ownership, leasing and operation of the Building. There shall be excluded from Taxes all income taxes, excess profit taxes, excise taxes, franchise taxes, estate, succession, inheritance and transfer taxes imposed on Landlord as a result of its ownership of the Building; provided, however, that if at any time during the term of this lease the present system of *ad valorem* taxation of real property shall be changed so that *in lieu* of the whole or any part of the *ad valorem* tax on real property there shall be assessed on Landlord a capital levy or other tax on the gross rents received with respect to the Building or Marina, or a federal, state, county, municipal, or other local income, franchise, excise or similar tax assessment, levy or charge (distinct from any now in effect) measured by or based, in whole or in part, upon any such gross rents, then any and all of such taxes, assessments, levies or charges to the extent so measured or based, shall be deemed to be included within the term "Taxes" but only to the extent that the same would be payable if the Marina were the only property of Landlord.

(b) For purposes of this Lease:

(1) "Property Operating Expenses" shall mean all reasonable and customary expenses, costs and disbursements of every kind and nature which Landlord shall pay or become obligated to pay in connection with the operation, maintenance, repair and management of the Marina, including without limitation expenses, costs and disbursements relating to the operation, maintenance, repair and management of the Common Areas and Common Facilities, as hereinafter defined in Articles 10 and 11, and costs of insurance as provided in Article 14, subsections (a) and (b), but excluding any expenses, costs and disbursements which relate solely to the Building or solely to any other building on the Property and which are included in Building Operating Expenses for the Building or for another building.

(2) "Building Operating Expenses" shall mean all reasonable and customary expenses, costs and disbursements of every kind and nature which Landlord shall pay or become obligated to pay in connection with the operation, maintenance, repair and management solely of the Building, including without limitation expenses, costs and disbursements relating to Landlord's Repairs as set forth in Article 12, Subsection (d), and also including Taxes on the Building and the tax parcel on which the Building is located, but excluding any expenses, costs and disbursements relating solely to Common Areas or Facilities that are included in Property Operating Expenses

(d) Notwithstanding the foregoing, the following items shall be excluded from Property Operating Expenses and Building Operating Expenses:

(1) Charges for depreciation of the Building or equipment and any mortgage debt service, interest or other financing charges; (2) Costs of repairs due to total or partial destruction of the Building or condemnation of a portion of the Building; (3) Costs of repairs, alterations, additions, changes, replacements and other items which under generally accepted accounting principles are properly classified as capital expenditures to the extent that they upgrade the Building or the Property versus replace a worn out item; (4) Any operating expenses paid to a related corporation or entity in excess of what would have been paid in the absence of such relationship; (5) Ground rent or similar payments to a ground lessor; (6) The cost of complying with applicable laws dealing with the handling, storage and disposal of hazardous substances, including cleanup costs; (7) Compensation (including wages, salaries, fees and fringe benefits) for executive personnel or officers of Landlord; (8) Expenses incurred in marketing space in the Building or at the Property; (9) Leasing commissions, attorneys' fees, costs and disbursements and other expenses incurred in connection with negotiations or disputes with tenants, other occupants, or prospective tenants and occupants; (10) Renovating or otherwise improving, decorating, painting or redecorating space for tenants or other occupants of the Building; (11) Expenses in connection with services or other benefits of the type which are not provided Tenant, but which are provided to another tenant or occupant; (12) All items and services for which Tenant is separately charged, reimburses Landlord or pays third persons; (13) Construction or other work performed by Landlord for other tenants, whether or not Landlord is entitled to be reimbursed for the cost of such work; (14) The cost of any items for which Landlord is reimbursed by insurance, condemnation, refund, rebate or otherwise; (15) Any expenses for repair or maintenance to the extent covered by warranties, guaranties and service contracts and for which Landlord is reimbursed; and (16) Costs related to maintaining Landlord's existence as a corporation, partnership or other entity.

(e) As of the date of the Lease, (i) the Premises constitute twenty-three and 7/10ths percent (23.7%) of the total rentable floor area of all buildings on the Property, and the Tenant's Percentage Share of increases in Property Operating Expenses shall be twenty-three and 7/10ths percent (23.7%) unless otherwise provided herein.

#### **ARTICLE 8 - Extension Options**

Provided Tenant is not then in default and there is not then any Event of Default, Tenant is hereby granted the right to extend the term of this Lease for two (2) option terms of five (5) years each to be exercised separately (an "Option Term"), commencing January 1, 2028 and ending December 31, 2028; with base rent during first Option Term to be as follows:

<u>Year</u>	<u>Base Rent</u> <u>(per annum)</u>	<u>Monthly Installments</u>
6	\$46,800	\$3,900
7	\$46,800	\$3,900
8	\$46,800	\$3,900
9	\$46,800	\$3,900
10	\$46,800	\$3,900

And during the second Option Term to be as follows:

<u>Year</u>	<u>Base Rent</u> <u>(per annum)</u>	<u>Monthly Installments</u>
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11	\$48,600	\$4,050
12	\$48,600	\$4,050
13	\$48,600	\$4,050
14	\$48,600	\$4,050
15	\$48,600	\$4,050

If Tenant wishes to exercise the first option to extend the Lease for the first Option Term, Tenant must so notify Landlord in writing at least six (6) months before the termination of the Original Term of this Lease, that Tenant wishes to exercise its option for such Option Term. If Tenant does not give such written notice, then the Lease shall automatically terminate at the expiration of the Original Term. If Tenant gives such written notice that Tenant is exercising its first option to extend this Lease for the first Option Term, then this Lease shall be extended for the period of such first Option Term.

If Tenant has exercised the first Option Term and thereafter wishes to exercise the second option term, Tenant must so notify Landlord in writing at least six (6) months before the termination of the Original Term of this Lease, that Tenant wishes to exercise its option for such Second Option Term. If Tenant does not give such written notice, then the Lease shall automatically terminate at the expiration of the First Option Term. If Tenant gives such written notice that Tenant is exercising its second option to extend this Lease for the second Option Term, then this Lease shall be extended for the period of such second Option Term.

The second Option Term, if exercised, shall commence as of January 1, 2028 and expire as of December 31, 2028.

#### **ARTICLE 9 - Use of Premises**

Tenant shall have the right to use the Premises for a full restaurant and bar use; provided that Tenant may not use the Premises for any other purpose without the prior written consent of Landlord, and shall not in any event use the Premises for any purpose which is unlawful or constitutes a nuisance or violates the Hull Zoning By-Law or Landlord's Special Permit, or which conflicts with any exclusive provision of any other Lease in the Marina in which the Premises are located.

#### **ARTICLE 10 - Parking and Other Common Areas**

Landlord shall provide and maintain all automobile parking areas, entrances and exits, lighting, pedestrian sidewalks, landscaped areas, and other areas and improvements on the Property and outside of the buildings thereon (hereinafter referred to as "Common Areas"). The Parking Area shall be as laid out on Exhibit B attached hereto and incorporated herein by reference. Landlord will make best efforts to ensure Lot B is free and accessible during restaurant operating hours. Tenant acknowledges that there may be times the Landlord needs to utilize the parking areas during restaurant's not operating hours. Landlord will provide Tenant access to spaces in the

Marina lot in the rear of the building if for any reason parking spaces in Lot B are occupied during restaurant business hours. Tenant acknowledges that a kayak rental business uses six (6) spaces in Lot B when open. All of said Common Areas shall be for the general use, in common, of tenants, their agents, employees, customers and invitees. Tenant, its agents, employees, customers and invitees are hereby granted the right to use all of said Common Areas for their intended purposes subject to the condition that Landlord shall have the right, from time to time, to establish, modify and enforce reasonable rules and regulations with respect to said Common Areas provided, however, that Landlord shall, at all times maintain and have adequate means of ingress and egress to and from accepted highways and public streets to and from the Common Areas. Landlord shall have the right to change the area, level, location and arrangement of the Common Areas, provided such changes do not substantially adversely affect Tenant, and Landlord shall further have the right to restrict parking by tenants, their officers, agents and employees to designated parking areas, whether on the Property or proximate thereto. It shall be recognized by Tenant that there is a limited number of parking spaces immediately adjacent to the retail shops. As such, Tenant agrees to park all personal vehicles, or instruct employees to park their personal vehicles, in the rear parking area furthest from George Washington Boulevard so that customers seeking quick and convenient access to the Premises may do so easily, thus maximizing the convenience of the experience.

#### **ARTICLE 11 - Common Facilities**

**Common Facilities.** The "Common Facilities" of the Marina and the Property shall consist of all those portions of the Marina which are not from time to time occupied exclusively by tenants and those portions of any buildings in the Marina (including the Building) which are not leased to any tenant or group of less than all the tenants, but intended for use in common by all tenants and those having business with them in the Marina as facilities for access, or for display, or for relaxation, including, without limitation, the current bathroom facilities. Landlord provides all cleaning and products associated with the public restrooms, and Tenant shall be responsible for repayment of same in accordance with Article 7. Tenant shall be responsible for daily maintenance and cleaning both before, during and after the restaurant is open. The structures of all buildings and their exteriors, including without limitation roofs, exterior walls, foundations, painting and gutters, shall be deemed to be included within the Common Facilities. Wiring, plumbing, pipes, conduits and other water, sewerage and utility equipment which are located in or on Common Areas or otherwise on the Property and which are not required to be repaired and maintained by Tenant or any other tenant, shall be deemed to be included within the Common Facilities. The term "Common Facilities" shall also include, without limitation, all parking areas, aisles, driveways, entrances, exits, dumpsters, grease traps (which shall be the sole and exclusive responsibility of Restaurant and Tenant to maintain, repair and dispose of), corridors, enclosed walkways, public restrooms, public lobbies, sidewalks, access ramps of all kinds (whether for regular pedestrian use, for use by handicapped persons or for use in delivery of merchandise), roadways, loading areas, service roads, lighting facilities (of all types and wherever located, if used to illuminate any of the Common Facilities) surface drainage facilities, on-site common waste system, pavement striping, traffic control signs (including directional signs at the entrances and exits), and fences which exist in the Marina and/or on the Property from time to time, and any plantings and landscaped areas which Landlord elects or is required to construct. The demised premises shall at all times have reasonable, adequate and direct access to the Common Facilities and through them to the streets adjacent to the Marina and/or on the Property.



## **ARTICLE 12 – Repairs and Alterations**

(a) **Tenant's Repairs.** Tenant agrees to maintain and make all repairs necessary to keep the interior of the demised Premises in good order, repair and condition, except those which Landlord is required to make under this Article. The interior shall include (without limitation) each of the following:

- (i) the interior faces of the exterior wall of the Building;
- (ii) the ceilings and ceiling coverings;
- (iii) the floor coverings;

Tenant shall keep the demised premises in good, clean and habitable condition and shall at its sole cost and expense keep the demised premises free from insects and other pests and make all needed repairs and replacement, except for repairs and replacement required to be made by Landlord under this Lease. If any repairs required to be made by Tenant hereunder are not made within ten (10) days after written notice delivered to Tenant by Landlord, Landlord may at its option make such repairs without liability to Tenant for any loss or damage which may result to its stock or business by reason of such repairs; and Tenant shall pay to Landlord upon demand as additional rent hereunder, the cost of such repairs plus interest at the maximum contractual rate which could legally be charged in the event of a loan of such payment to Tenant in the state where the demised premises are located (but in no event to exceed one and one-half percent per month), such interest to accrue continuously from the date of payment by Landlord until repayment by Tenant. At the expiration of the Lease, Tenant shall surrender the demised premises in good condition, excepting reasonable wear and tear and losses required to be restored by Landlord pursuant to this Lease.

If Tenant is required to make any capital repair or replacement, the total cost of which in the aggregate exceeds \$2,500.00, said repair or replacement shall be amortized over its useful life in accordance with the maximum amortization (depreciation) allowed for such repair or replacement under the Internal Revenue Code or five (5) years, whichever is lesser. In the event there remains any unamortized portion of any repair or replacement as of the date of the termination of this Lease, the Landlord shall reimburse the Tenant for such unamortized portion.

(b) **Heating, Ventilation and Air Conditioning.** Tenant acknowledges that as of the Commencement Date, the components of the heating, ventilating and air conditioning system ("HVAC Systems") serving the Premises are in good operating condition. From the Commencement Date through the end of the Original Term and during all Option Terms, Landlord shall institute and maintain a program of regular maintenance for all of the HVAC Systems that exclusively serve the Premises. If any of the Landlord's components or any component of the HVAC Systems must be replaced because Landlord's regular maintenance and repair program is no longer effective to keep the system or component in good operating condition, Landlord shall make the required replacement.

(c) **Other Tenant Repairs.** Tenant also agrees to make all repairs to the demised premises (including replacements and alterations where necessary) necessitated by any act, negligence or

default under this Lease, of Tenant, its agents, employees, licensees or contractors, including, without limitation, any repair to the exterior necessitated by a defect or condition Tenant is required to correct.

(d) Landlord's Repairs. Landlord agrees to make all repairs (including replacements and alterations where necessary) necessary to keep the exterior and structure of the Building in which the demised premises are located in good order, repair and condition, except those which Tenant is required to make under this Article (collectively "Landlord's Repairs"). The exterior and structure shall include (without limitation) each of the following:

- (i) the outside walls and exterior faces thereof;
- (ii) the roof and all roof covering and components;
- (iii) the foundations and floor slab;
- (iv) the gutters, down spouts and roof drain systems;
- (v) the marquees and the light fixtures (and the bulbs therefore other than Tenant's sign and sign bulbs) which are attached to or a part of the marquees;
- (vi) all structural members;
- (vii) all wiring, plumbing, pipes, conduits and other water, sewerage, and utility equipment (including, without limitation, all connections with and components of any private sewage system serving the demised premises) which are located within the demised premises or elsewhere in the Building and which are not required to be repaired by Tenant.

For the purposes of defining the parties' obligations hereunder, Landlord shall be responsible for each utility, and all wiring, piping, conduits, and equipment in connection therewith, as follows:

- 1) Electrical: Landlord shall be responsible for the electrical services to the meter and Tenant shall be responsible for all services from the meter;
- 2) Water: Landlord shall be responsible for the water services from the meter;
- 3) Gas: Landlord shall be responsible for the gas services to the meter and Tenant shall be responsible for all services from the meter;
- 4) All other utilities to the face of the interior wall or floor, except telephones, telefax, cable and internet which shall be Tenant's sole obligation.

Notwithstanding the foregoing, for all separate meters which exist prior to commencement of this Lease or if Landlord installs additional or new separate meters or metering devices for any utility serving the Tenant premises after the commencement of this Lease, Tenant shall be entirely responsible for the cost of Tenant's separately metered utilities.

(viii) Notwithstanding the fact that the Landlord shall be responsible for performing Landlord's Repairs provided in this Article 12, subsection (d), it is further understood and agreed that the Landlord shall be financially responsible for only structural repairs to the Building of which the demised premises are a part. All of Landlord's Repairs hereunder, including without limitation Building exterior repairs, maintenance and replacements pertaining to roof coverings

and flashing, external wall finishes, coverings and trim i.e. fascias, soffits, trim boards, marquees, brick and masonry pointing, marble and marble pointing, and all other expenses relating to Common Areas and Facilities within the Building that are incurred and paid by Landlord, shall be pro-rated among tenants and paid to Landlord as "Building Operating Expenses" as provided in Article 13. Maintaining, painting, pointing, replacement of roof covering, gutters, roof drain systems, marquees, light fixtures, maintenance, pumping, repairs and improvements to the septic or sewerage system, wiring, plumbing, pipes and conduits, etc., with respect solely to the Building shall be included in the Building Operating Expenses. Any cost or expense which in the aggregate is in excess of \$10,000.00 for an item which has a useful life in excess of one year shall be pro-rated and abated for any useful life in excess of the balance of the term of the Lease or any extension hereof. Amortization of any such cost shall be for the fewest number of years permitted by the IRS or five (5) years, whichever is less.

### **ARTICLE 13 – Operating Expense Payments**

As consideration for Landlord's performance of its obligations with regards to (i) Common Areas (as defined in Article 10), (ii) Common Facilities (as defined in Article 11), (iii) costs and expenses with respect to Landlord's Repairs (as defined in Article 12, subsection (d)), (iv) Landlord's costs and expenses with respect to repairing and maintaining the Common Areas and Facilities in good order and repair including, but not limited to, landscaping, sealing, striping, repaving, patching, lighting, cleaning, removing snow, ice and trash, pumping services, modifying, replacing and improving septic, sewer or drainage systems servicing the Marina and such other services and repairs as in the Landlord's reasonable judgment the Landlord deems reasonable and necessary, and (v) Landlord's maintenance of insurance (as provided in Article 14, subsections (a) and (b)), Tenant shall, commencing with the first lease year of the term and continuing throughout the remainder of the Original Term and the entire Option Term (if exercised), pay to Landlord as additional rent, Tenant's respective Percentage Shares of Property Operating Expenses and Building Operating Expenses described in Article 7 above, which Percentage Shares shall be computed as set forth in said Article 7, as follows:

Commencing with the first month of the first lease year, Tenant shall make estimated payments of Tenant's Percentage Shares of Property Operating Expenses and Building Operating Expenses for such lease year using the prior year's calculations in monthly installments (as described in Article 7 above), in advance on the first day of each month. By March 15<sup>th</sup> after the end of each lease year, beginning with said second lease year, Landlord shall calculate the Tenant's Percentage Shares of Property Operating Expenses and Building Operating Expenses for the prior lease year, and Landlord shall furnish to Tenant statements in reasonable detail setting forth the computations pursuant to this Article 13 and Article 7 above. Upon Tenant's written request, Landlord shall furnish to Tenant photocopies of bills and other relevant materials confirming Landlord's statements of costs and expenses. Within thirty (30) days after receipt by Tenant of Landlord's statements (or if Tenant has requested such confirmatory material, within thirty (30) days after receipt by Tenant of such confirmatory material), there shall be an adjustment between Landlord and Tenant, with a payment by Tenant to Landlord for any underpayment of said Operating Expenses, or a repayment by Landlord to Tenant for any overpayment of said Operating Expenses, as the case may require. Payments under this Article for each lease year or portion thereof during the term shall be made monthly on the basis of Tenant's actual Percentage Shares of Property Operating Expenses and Building Operating Expenses for the preceding lease

year when such amounts have been calculated and become known, as provided above, with an adjustment after costs for the current lease year are known, as hereinabove provided.

#### **ARTICLE 14 - Insurance**

(a) Landlord agrees to carry public liability insurance covering the parking areas and other Common Areas in an amount not less than Two Million (\$2,000,000.00) Dollars for injury to any one person and Two Million (\$2,000,000.00) Dollars for injuries arising out of any one accident and Two Hundred Fifty Thousand (\$250,000.00) Dollars Property Damage. The costs of public liability and casualty insurance shall be a part of the Property Operating Expenses for which Tenant shall pay its Percentage Share as provided in Article 13 above.

(b) Landlord agrees to carry Casualty Insurance on the buildings and improvements of the Marina in an amount deemed by the Landlord to be fair insurable value. Said policy shall be in usual form, covering the building and improvements, fixtures, and improvements which are customarily considered a part thereof, but shall not cover Tenants property including, but not limited to, trade fixtures, furniture, equipment, records, and inventory, etc. The premium for such insurance shall be included in Property Operating Expenses for which Tenant shall pay its Percentage Share as provided in Article 13 above.

(c) Tenant's Percentage Share of said insurance costs under (a) and (b) above shall be calculated as part of Property Operating Expenses as provided in Article 13 above, unless the total of such insurance charge is specifically attributable to the particular Building of which the demised premises are a portion, in which case the Percentage Shares of insurance expenses to be paid by Tenant shall be computed as part of Building Operating Expenses.

(d) The Tenant shall maintain during the term of this Lease, at Tenant's sole cost and expense, commercial general liability insurance, on an occurrence basis, in responsible companies qualified to do business in Massachusetts, which shall insure the Tenant as insured and the Landlord and its managers (as additional insureds) against all claims for injuries to persons (including death) occurring in or on the Premises, the Building and the Property, in the amount of at least \$2,000,000.00, and against all claims for damages to or loss of property occurring in or about the Premises in the amount of at least \$2,000,000.00. A copy of any insurance policy obtained by Tenant pursuant to the preceding sentence, or a certificate thereof, shall be delivered to the Landlord prior to the commencement of this Lease, and renewal thereof shall be delivered to Landlord promptly upon receipt by Tenant and in any event not later than 15 days prior to the expiration of any such policy. Each such policy shall provide for a least 30 days written notice to Landlord of any modification or termination thereof.

(e) In addition to the foregoing, the Tenant shall, at Tenant's own expense, maintain fire and comprehensive casualty insurance of adequate amounts with respect to its own fixtures, (including improvements and betterments to the Premises) furnishings, equipment or other personal property located in or on the Premises, and workers' compensation insurance in at least such amounts as are required by law. A copy of any insurance policy obtained by Tenant pursuant to the preceding sentence, or a certificate thereof, shall be delivered to the Landlord prior to the commencement of this Lease, and renewal thereof shall be delivered to Landlord promptly upon receipt by Tenant and in any event not later than 15 days prior to the expiration of

any such policy. Each such policy shall provide for at least 30 days written notice to Landlord of any modification or termination thereof.

#### **ARTICLE 15 – Tenant’s Covenants**

Tenant covenants and agrees that Tenant:

- (a) Will procure all necessary approvals of any nature, including without limitation, all permits, licenses, orders, variances and the like (collectively referred to as “Approvals”) required or appropriate for any permitted use to be made of the Premises by the Tenant, and Tenant acknowledges and agrees that Tenant is solely responsible for obtaining and paying for all permits and approvals required for Tenant’s use of the Premises;
- (b) Will pay promptly when due the entire cost of any work to the Premises undertaken by Tenant with the express written approval of Landlord, so that the Premises shall at all times be free of liens for labor and materials; will procure all necessary Approvals before undertaking any such work; will perform all of such work in a good and workmanlike manner, employing materials of good quality and complying with all Applicable Laws (as defined below); and will save Landlord harmless and indemnified from all injury, loss, claims or damages to any person or property occasioned by or arising out of such work, including, without limitation, reasonable attorneys’ fees. For the purposes hereof, “Applicable Laws” shall mean, with respect to any matter referred to in this Lease, all laws applicable with respect thereto, including without limitation, all applicable constitutional provisions, statutes, ordinances, codes, by-laws, treaties, regulations, rulings, decisions, rules and determinations of any Federal, state, local or administrative legislative, executive, judicial or other governmental body or authority;
- (c) Will refrain from doing anything, taking any action or failing to act in such a manner that will cause any increase in the fire insurance rates pertaining to the Premises including the buildings thereon, and will comply with any rules, regulations or recommendations of the National Board of Fire Underwriters, any rating bureau or any similar association;
- (d) Will take whatever measures are necessary to insure that floor load limitations are not exceeded in or on the Premises;
- (e) Will not install any equipment in the Premises which could cause the electrical service to the Premises or the Building of which they are a part to be overloaded;
- (f) Will keep the Premises adequately heated for the protection of the plumbing and other systems of the Building of which they are a part and use its best efforts to prevent other cold weather damage thereto;
- (g) Will permit Landlord and Landlord’s agents, to examine the Premises at reasonable times and upon reasonable notice (but in no event, less than 24 hours) and to show the Premises to prospective purchasers, lenders or (within six (6) months of the end of the term) lessees, and will permit Landlord to enter the Premises, at reasonable times and upon reasonable notice except in an emergency, for such purposes as may be necessary or appropriate to allow Landlord to perform its obligations and/or to enjoy its rights under this Lease and at law during the term of this Lease; and

(h) Will comply with all Applicable Laws pertaining to the Premises or Tenant's use and occupation of the Premises, and will maintain a smokeless environment in the Premises and the Building;

(i) Will pay when due any special fees, taxes, costs and expenses assessed upon the Premises or with respect to the business thereon as a result solely of Tenant's use of the Premises, and will file all reports, returns and other writings required to be filed with any governmental agency or body in connection with said use.

#### **ARTICLE 16 - Tenant's Improvements**

Tenant may not make any structural interior or exterior alterations, additions, or improvements to the premises unless the same are first approved in writing by Landlord with respect to price, nature and quality of improvements and period of amortization. Any such alterations, additions or improvements that are so approved by Landlord shall be accomplished in a skillful and workmanlike manner using material of good quality, shall be in conformance with the plans and specifications approved by the Landlord in advance, and shall be at Tenant's sole cost and expense. All work shall be done in conformity with all Applicable Laws and regulations and Tenant shall complete all construction work as expeditiously as is reasonably possible. Tenant agrees to hold the Landlord harmless and indemnify Landlord, if need be, from any losses or damages suffered by or occasioned to Landlord, the Premises or any other person by virtue of the Tenant's undertaking herein. All such structural alterations, additions or improvements shall become a part of the Premises and the property of Landlord.

Tenant may make, at its sole expense and with the prior written consent of Landlord, interior nonstructural alterations, additions or improvements to the premises all of which shall remain the property of Tenant provided they are not permanent in nature. Tenant shall at all times, maintain fire and casualty insurance with extended coverage in an amount adequate to cover the cost of replacement of all such alterations, additions or improvements and the value of all assets of the Tenant located in the demised premises. Tenant shall deliver to Landlord certificates of such fire insurance policies, which shall contain a clause requiring the insurer to give the Landlord at least thirty (30) days' notice of cancellation of such policies. If Tenant is not in default of this Lease, Tenant may remove such nonpermanent alterations, additions and improvements and Tenant shall repair any damage to the Premises occasioned by such removal. Tenant shall have the further right to make exterior nonstructural alterations with the written consent of Landlord.

Tenant shall promptly pay all contractors and material men hired by Tenant to furnish any labor or materials. Should any lien be made or filed, Tenant shall bond against or discharge the same within ten (10) days after written request by Landlord.

Notwithstanding anything hereinabove to the contrary, Tenant shall not, without Landlord's prior written consent (a) make any changes to the exterior front of the leased Premises, or (b) install any exterior lighting, decorations, paintings, awnings, canopies or the like, or (c) erect or install any signs, window or door lettering, place cards, decorations (excluding seasonal or occasional) or advertising media of any type which can be viewed from the exterior of the demised premises, excepting only dignified displays of customary type for its display windows.



## **ARTICLE 17 - Signs**

Sign - Tenant shall have the right and obligation, at its expense, to erect on the exterior of the premises its standard signs and it shall in each case obtain, in advance, (i) the written approval of the Landlord, which approval shall not be unreasonably withheld, and (ii) any and all approvals, if any, required from any governmental boards, agencies and/or departments, at Tenant's sole cost and expense. Such signs shall be structurally sound and in conformity with other signs at the Property (i.e. 3D or raised lettering and logo) as defined exclusively by Landlord and existing municipal zoning and any other applicable regulations. Any such sign shall be kept in good condition and proper order at all times.

Other Signs - Tenant agrees not to place decals on the windows or doors of their unit without prior approval of Landlord. Tenant also agrees not to hang or place flags, banners, A-frame sign boards, or any other advertisement on the façade of the building or elsewhere on the premises, without the express written approval of the Landlord, said approval which may be withheld.

## **ARTICLE 18 – Indemnification**

The Tenant shall save Landlord, its officers, shareholders, directors, members, agents, employees, representatives and contractors, harmless and indemnified from all injuries, losses, claims, damages or liabilities of whatever nature (including, without limitation, court costs and reasonable attorneys' fees) that are brought against or incurred by Landlord (or any of the foregoing), arising:

- (a) from any act or omission of the Tenant or its employees, agents, servants, contractors, independent contractors, suppliers, licensees, invitees, clients, guests or customers, relating in any manner to the Premises, the Building or the Property and Marina,
- (b) in connection with the use or occupancy of the Premises, the Building or the Property and Marina by Tenant or any of the foregoing other persons and entities listed in subparagraph (a) above, or the business conducted thereat by any of said foregoing persons and entities, except if arising directly from Landlord's negligence or willful malfeasance,
- (c) from any breach or default by Tenant under this Lease, or
- (d) in any other respect at or in connection with the Premises, the Building or the Property and Marina during the term hereof, except if arising directly and solely from Landlord's negligence or willful malfeasance.

## **ARTICLE 19 - Mutual Waiver of Subrogation**

Each policy of fire insurance with extended coverage carried by Landlord and Tenant shall provide that the insurer waives any right of subrogation against the other in connection with or arising out of any damage to such property contained in the premises caused by fire or other risks or casualty covered by such insurance.

In the event that waiver of subrogation endorsement is obtainable only at an additional expense, then the party so requiring such waiver of subrogation endorsement shall either pay the cost of

the additional premium for such provisions, or the other party shall be relieved of its obligation to obtain such endorsement.

Neither party, nor its agents, employees or quests, shall be liable to the other for loss or damage caused by any risk covered by such insurance, provided such policies shall be obtainable. This release shall extend to the benefit of any subtenant and the agents, employees and quests of any such subtenant.

#### **ARTICLE 20 - Utility Charges**

Unless separately metered, Landlord shall be solely responsible for and promptly pay all charges for heat, water, gas, electricity or any other utility used or consumed in the premises. With respect to the water and sewer bills for the premises, Tenant agrees to pay the same as part of the operating expenses but acknowledges that Tenant's portion shall be equal to the following: Fire suppression line: 23.7%, Building Water Meter: 28.6%, Yard Meter: 0% and Sewer: 43%, notwithstanding the Tenant's percentage interests referenced herein.

#### **ARTICLE 21 - Estoppel Certificate**

Within ten (10) days after request by Landlord, Tenant agrees to execute, acknowledge and deliver an estoppel certificate to any proposed or existing mortgagee, purchaser or other interested party, or to Landlord, certifying:

- (i) that this Lease is unamended and unmodified and in full force and effect (or, if there have been amendments or modifications, that this Lease is in full force and effect as amended or modified, and stating the amendments or modifications);
- (ii) the dates through which base rent, additional rent, and other sums payable hereunder have been paid;
- (iii) whether or not, to the knowledge of the Tenant, there are then existing any defaults by Landlord or Tenant under this Lease (and if so, specifying the same);
- (iv) the expiration date of the Lease, and the base rent or rents payable until such date; and
- (v) such other matters relating to this Lease as may be reasonably required by such mortgagee, purchaser, Landlord or other interested party.

#### **ARTICLE 22 - Subordination**

This Lease shall be subject and subordinate to any existing mortgages on the Premises, the Building and/or the Property and to any and all advances made or to be made thereunder and to any extensions and/or renewals thereof. In addition, and without limiting the foregoing, the Tenant shall from time to time, upon request of the Landlord confirm the foregoing and also subordinate this Lease to any future mortgage hereafter placed upon the Premises, the Building and/or the Property, and to any renewal, modification, replacement or extension of any such existing and/or future mortgage and to any and all advances made or to be made thereunder, provided that (except in the case of existing mortgages and/or renewals or extensions thereof

and/or advances thereunder) in the instrument of subordination the mortgagee agrees, for itself and its successors and assigns, that so long as the Tenant shall not be in default under this Lease, the mortgagee and its successors and assigns will not disturb the peaceful, quiet enjoyment of the Premises by the Tenant. Upon request of Landlord, any such mortgagee or any new owner or possessor, Tenant shall attorn to the mortgagee or new owner or possessor, and shall agree in writing with any of said parties to so attorn.

#### **ARTICLE 23 - Assignment - Subletting**

Tenant shall not have the right to assign this Lease or sublet the Premises or any portion thereof without Landlord's prior written consent. Consent on one or more instances shall not be a waiver of Landlord's rights in any subsequent instance.

Notwithstanding any assignment or sub-letting to which Landlord gives its written consent, Tenant and any guarantor of Tenant's obligations under this Lease shall at all times remain fully responsible and liable for the payment of rent herein specified and for compliance with all of its other obligations under this Lease (even if future assignments and sub-lettings occur subsequent to the assignment or subletting by Tenant, and regardless of whether or not Tenant's approval has been obtained for such future assignments and sub-lettings).

The assignment, transfer or sale of a majority interest, or otherwise of the voting control, in any corporation, trust, limited liability company, or other entity identified above as the Tenant shall be deemed an assignment or subletting of the Premises and shall accordingly require Landlord's written consent as required herein.

Any attempted assignment of this Lease or sublet of all or part of the Premises, without Landlord's prior written consent as required herein shall be null and void, and shall constitute an Event of Default hereunder.

#### **ARTICLE 24 - Governmental Regulations**

Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to its use of said Premises except that Tenant may defer compliance with and contest same provided Tenant first gives Landlord assurance satisfactory to Landlord against any loss, cost or expense on account thereof. Any changes required by such authorities which are not caused by the act or neglect of the Tenant and which are a responsibility of Landlord as set forth in Article 12, Repairs, shall be remedied by Landlord.

#### **ARTICLE 25 - Eminent Domain**

If the whole of the Premises or Building shall be taken or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate upon recording of the taking or earlier if the entire Marina is closed due to the condemnation in such proceeding, and all rentals shall cease on said date.

In the event of a taking of any portion of the Premises or Building, or any other portion of the Marina of which the Premises are a part, if such taking materially affects the economic feasibility

of the continued operation of Tenant's business, Tenant or Landlord shall have the option to cancel this Lease by written notice to the other within thirty (30) days after the date of the recording of the order of such taking. In the event Tenant remains in operation and the Lease is not so terminated, Landlord shall, within six (6) months after said condemnation and if and to the extent physically and economically feasible, repair the Premises on the space available to a condition suitable for Tenant's use, and all rent shall be reduced pro rata, if the size of the Premises has been reduced.

The Landlord reserves all rights to damages with respect to any portion of the Premises, the Building and the Property taken by eminent domain, whether or not this Lease terminates, and the Landlord shall be entitled to all awards with respect thereto, then or thereafter accruing, and the Tenant grants to the Landlord all of the Tenant's rights, if any, to such damages and awards, except that the Tenant shall retain Tenant's rights with respect to the value of Tenant's personal property which may be compensable by separate award and with respect to Tenant's relocation expenses. Tenant further agrees to execute and deliver to Landlord such further instruments of assignment as Landlord may reasonably request to more fully effectuate the foregoing provisions of this paragraph.

#### **ARTICLE 26 – Damage by Fire or Other Casualty**

(a) If at any time during the term of this Lease the Building of which the Premises are a part shall be damaged or destroyed by fire or other casualty, and the cost to repair the same shall amount to more than 25% of the cost of replacement thereof, then either the Landlord or the Tenant may terminate this Lease by giving written notice of such termination to the other within 30 days after the date of such damage or destruction, in which case this Lease shall terminate on the last day of the calendar month in which such notice is given.

(b) If at any time during the term of this Lease the Building of which the Premises are a part shall be damaged or destroyed by fire or other casualty, then, unless this Lease is terminated as provided in subparagraph (a) of this Article 26 above, the Landlord shall repair and restore, at Landlord's cost and expense, the damaged or destroyed portions of the Premises, if any (but excluding any property which belongs to the Tenant) to substantially the same condition they were in immediately prior to the damage or destruction, within six (6) months of the date of such damage or destruction; and a just proportion of the rent payable hereunder, according to the nature and extent of the injury to such building and its relationship to the rental value of Premises as a whole, shall be abated until such Premises shall be substantially repaired and restored as provided above. Notwithstanding the foregoing or anything else in this Lease to the contrary, Landlord's obligation to repair and restore such Premises after damage or destruction caused by any fire or other casualty (i) shall not require Landlord to expend any amount in excess of the net insurance proceeds actually recovered by Landlord with respect to such damage or destruction and any deductible amount in the insurance carried by Landlord, and (ii) shall be subject to zoning laws and all other applicable laws then in effect. Provided, however, that if there are insufficient net insurance proceeds including the deductible to repair and restore such Premises as required hereinabove, and if Landlord does not otherwise complete such repair and restoration within six (6) months of the date of such damage or destruction, Tenant may terminate this Lease by notice to Landlord within 7 days after notice from Landlord to Tenant that such net insurance proceeds are insufficient and that such repair and restoration will not be completed. Landlord's period of repair hereunder shall be extended by such amount of time, if

any, as Landlord or Landlord's contractors are delayed in proceeding with such repair and restoration due to strikes, labor trouble, inability to obtain materials, or other causes beyond their reasonable control.

#### **ARTICLE 27 - Default of Tenant**

(a) Each of the following shall be an Event of Default hereunder:

(i) The failure of Tenant to pay any rent due hereunder (including without limitation, base rent and additional rent), which failure continues for 10 days after written notice thereof is given by Landlord to Tenant; provided, however, that if Landlord has previously given notice at least once under this subparagraph (i) at any time within 365 days prior to such failure, then no further notice shall be required hereunder, and any such failure to pay rent when due which continues for 10 days shall in such event be deemed to be an Event of Default hereunder without any notice.

(ii) The breach by Tenant of Article 23 of this Lease.

(iii) The failure of Tenant to perform any other obligation of Tenant under this Lease (other than the payment of rent, which is addressed in (i) above), or the breach by Tenant of any covenant or agreement hereunder, which failure or breach continues for 30 days after written notice thereof is given by Landlord to Tenant, or if such obligation or breach cannot reasonably be expected to be performed or corrected within 30 days, the failure of Tenant to commence performance of such obligations or correction of such breach within 30 days after said written notice and thereafter to prosecute such performance or correction until completion with due diligence.

(iv) The liquidation, termination or dissolution of the Tenant or any guarantor of this Lease.

(v) The Tenant or any guarantor of this Lease shall make an assignment for the benefit of creditors, or a receiver of any property of the Tenant shall be appointed, or a petition in bankruptcy or any other proceeding under any law for relief of debtors shall be filed by or against the Tenant or any guarantor of this Lease.

(vi) The leasehold hereby created shall be taken on execution or other process of law.

Upon the occurrence of any Event of Default as defined in this Article 27, the Landlord shall have the right thereafter, (i) to terminate this Lease by written notice to the Tenant or (ii) to re-enter and take complete possession of the leased premises, to declare the Term of this Lease ended, and remove the Tenant's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default, and thereupon this Lease shall come to an end as fully and completely as if such date were the date herein originally fixed for the expiration of the Term of this Lease, and the Tenant will then quit and surrender the Premises to the Landlord, but the Tenant shall remain liable as hereinafter provided. Notwithstanding anything to the contrary contained in this Lease, in the event of any Event of Default under this Lease, the Landlord shall have the right to pursue any rights and remedies available to the Landlord under this Lease, at law or in equity. Each right and remedy of Landlord provided for in this Lease

shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease, shall not preclude Landlord from exercising any other right or remedies provided for in the Lease now or hereafter existing at law or in equity or by statute or otherwise. The Tenant shall indemnify, defend and hold harmless the Landlord, each and every month during the remainder of the term, from and against all loss of base rent and additional rent (as said term is defined in Article 6 above in this Lease), and any damages, losses, costs, expenses, commissions, fees including, without limitation, reasonable attorneys' fees and any other payments which the Landlord may incur by reason of such termination during said remainder of the term of this Lease. The Tenant's indemnification and other obligations in the preceding sentence shall expressly survive the expiration or any earlier termination of this Lease. If the Tenant shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Tenant's part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the Landlord, 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 Tenant. If the Landlord incurs any damages, losses, costs, expenses, commissions, fees including, without limitation, reasonable attorneys' fees instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of twelve (12%) percent per annum and costs, shall be paid to the Landlord by the Tenant as additional rent.

If this Lease shall be terminated as provided in this Article 27, or if any execution or attachment shall be issued against the Tenant or any of the Tenant's property whereupon the Premises shall be taken or occupied by someone other than the Tenant, then the Landlord may, without notice, re-enter the Premises, either by force, summary proceedings, ejectment or otherwise, and remove and dispossess the Tenant and all other persons and any and all property from the same, as if this Lease had not been made, and the Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

In the event of any termination, the Tenant shall pay the base rent, additional rent and other sums payable hereunder up to the time of such termination, and thereafter the Tenant, until the end of what would have been the term of this Lease in the absence of such termination, and whether or not the Premises shall have been relet, shall be liable to the Landlord for, and shall pay to the Landlord, as liquidated current damages, the base rent, additional rent and other sums which would be payable hereunder if such termination had not occurred, less the net proceeds, if any, of any reletting of the Premises, after deducting all expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, advertising, expenses of employees, alteration costs and expenses of preparation for such reletting. The Tenant shall pay such current damages to the Landlord monthly on the days which the base rent would have been payable hereunder if this Lease had not been terminated.

At any time after such termination, whether or not Landlord shall have collected any such current damages, as liquidated final damages and in lieu of all such current damages beyond the date of such demand, at the Landlord's election the Tenant shall pay to the Landlord an amount equal to the excess, if any, of the base rent, additional rent and other sums as hereinbefore provided which would be payable hereunder from the date of such demand (assuming that, for the



purposes of this paragraph, payments by the Tenant on account of "Taxes" and Property Operating Expenses and Building Operating Expenses (as said terms are defined in Article 7 of this Lease) would be the same as the payments required for the immediately preceding lease year) for what would be the then unexpired term of this Lease if the same had remained in effect, over the then fair net rental value of the Premises for the same period.

In the case of any Event of Default, re-entry, expiration and/or dispossession by summary proceeding or otherwise, the Landlord may (i) re-let the Premises or any part or parts thereof, either in the name of the Landlord or otherwise, for a term or terms which may at the Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease and may grant concessions or free rent to the extent that the Landlord considers advisable and necessary to re-let the same and (ii) may make such reasonable alterations, repairs and decorations in the Premises as the Landlord in its sole judgment considers advisable and necessary for the purpose of reletting the Premises; and the making of such alterations, repairs and decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall in no event be liable in any way whatsoever for failure to re-let the Premises, or, in the event that the Premises are re-let, for failure to collect the rent under such re-letting. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of the Tenant being evicted or dispossessed, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease.

The Tenant further agrees that the Landlord may file suit from time to time to recover any sums due under the terms of this Lease and that no recovery of any portion due the Landlord hereunder shall be a defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of the Landlord. Reletting the Premises shall not be construed as an election on the part of the Landlord to terminate this Lease, and notwithstanding any such reletting without termination, the Landlord may at any time thereafter elect to terminate this Lease for such previous breach, whereupon the foregoing provisions with respect to termination shall apply. Nothing herein shall be deemed to require the Landlord to await the date whereon this Lease or the Term hereof would have expired by limitation had there been no such default by the Tenant, or no such termination, as the case may be.

The specified remedies to which Landlord may resort hereunder are not intended to be exclusive of any remedies or means of redress to which Landlord may at any time be entitled to lawfully, and Landlord may invoke any remedy (including the remedy of specific performance) allowed at law or in equity as if specific remedies were not herein provided for. Additionally, the rights and remedies which the Landlord may have under this Lease or at law or in equity shall not be deemed to be inconsistent with each other, and any two or more of such rights and remedies may be exercised at the same time or in such order as Landlord may determine in Landlord's sole discretion.

All costs and expenses incurred by or on behalf of Landlord (including, without limitation, attorneys' fees and expenses) in enforcing its rights hereunder or occasioned by any Event of Default shall be paid by Tenant.

The Landlord shall in no event be in default of the performance of any of the Landlord's obligations hereunder unless and until Landlord shall have unreasonably failed to perform such

obligation within a period of time reasonably required to correct any such default, after notice by the Tenant to the Landlord specifying wherein the Landlord has failed to perform any such obligations.

#### **ARTICLE 28 – Hazardous Matter**

(a) Tenant shall not use, maintain, generate, allow or bring on the Premises, or transport or dispose of on or from the Premises, any Hazardous Matter (as defined below), except in accordance with all applicable laws and as expressly permitted under this Lease. In no event shall Tenant cause or permit any Hazardous Matter to be released on or into the Premises or the Property. For the purposes hereof, "Hazardous Matter" shall mean (i) Hazardous Waste, Hazardous Materials, Hazardous Substances and Oil, as such terms are defined in Massachusetts General Laws, Chapters 21C, 21D, and 21E, and the rules and regulations promulgated thereunder, as amended from time to time, (ii) radioactive material, (iii) asbestos, and (iv) any other chemical, material or other matter which is hazardous to health and which is regulated by any applicable law.

(b) Without limiting the generality of the provisions of Article 18 above, Tenant shall protect, defend and save the Landlord harmless and shall indemnify the Landlord from any and all expenses, claims, actions, liabilities, clean-up costs, attorneys' fees, court costs, damages, lawsuits, penalties, fines and interest of any kind whatsoever resulting from or connected with the presence or release of any Hazardous Matter on, in or under the Premises arising from the use of the Premises by Tenant, whenever discovered, including without limitation any monitoring, response or remedial activities associated therewith, and from the claims of all other third parties (including reasonable attorneys' fees) arising from or in connection with Tenant's failure to comply with subparagraph (a) of this Article 28; and such indemnification obligations shall survive the termination of this Lease.

(c) Tenant shall deliver to Landlord, within 10 days after Tenant receives the same, copies of all reports, studies, test results, letters, inquiries, summonses, subpoenas, complaints, restraining orders, and any other written communication or document received, generated or sent by Tenant, and a written description of any oral communication received or given by Tenant, which written or oral communication relates in any way to Tenant's compliance or non-compliance, or the compliance or non-compliance of the Premises or the Property, with any applicable laws relating to Hazardous Matter.

#### **ARTICLE 29 - Late Charges and Interest**

In the event Landlord has not received the full amount of any monthly payments of base rent or any payments of additional rent, or any other payments or amounts which Tenant is required to pay Landlord under the terms of the Lease including, but not limited to, Tenant's share of Taxes, Property Operating Expenses and/or Building Operating Expenses by the end of the calendar day on which said payment is due, the Tenant will pay a late charge to the Landlord. The amount of the late charge will be 10% of the overdue payment(s). Tenant will pay this charge promptly. Additionally, in the event any such fixed rent, additional rent or other payment owed by Tenant is not paid in full after twenty (20) days of when due, then Tenant shall pay to Landlord, as additional rent, a second late charge to the Landlord. The amount of the second late charge will be 20% of the overdue payment(s). Tenant will pay this charge promptly. If Tenant fails to pay

all monthly payments of base rent or any payment of additional rent, or other payments or amounts Tenant is required to pay after thirty (30) days of when due, then Tenant shall pay as interest on such overdue amount from the date due until date paid at the rate of one and one-half (1 ½ %) percent per month.

#### **ARTICLE 30 - Access to Landlord**

Landlord or Landlord's agent shall have the right to enter the premises at reasonable times to examine same, and to show them to prospective purchasers of the building and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, provided such entry or repairs shall not unreasonably interfere with Tenant's occupancy of or business in the premises.

#### **ARTICLE 31 - Notices**

Any notice which is required or permitted hereunder shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when actually received by the designated addressee or if earlier, and regardless of whether actually received or not, when delivered by hand, or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, or sent by nationally recognized overnight delivery service (such as Federal Express) addressed in any of such cases to the parties hereto at the respective addresses outlined above in Section 1.1, or at such other addresses as they have therefore specified by written notice or, with respect to the Tenant, at the Premises.

#### **ARTICLE 32 - Holdover**

Should Tenant hold over and remain in possession of the Premises after the expiration of the term of this Lease, such holding over shall be deemed to have created and be construed to be a hold over tenancy from month to month, terminable on thirty (30) days' written notice from either party to the other; provided that the Tenant in such event shall be liable for one and one-half (1 ½) times the amount of aggregate rent (base rent and additional rent) due hereunder for such occupancy, and shall further be liable for any loss, damage or expense incurred by Landlord due to such holding over.

#### **ARTICLE 33 - Payment of Personal Property Taxes**

Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in the demised premises. If any such taxes are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the demised premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

#### **ARTICLE 34 - Landlord's Liability**

Landlord and Landlord's agents and employees shall not be liable to Tenant for any injury to person or damage to property caused by the demised premises or other portion of the Marina arising out of repair or by defect or failure or any structural element of the demised premises or

of any equipment, pipes or wiring or broken glass, or by the backing up of drains or by gas, water, steam, electricity or oil leaking, escaping or flowing into the demised premises except where due to Landlord's, its agent's, servant's or employee's negligence or willful failure to make repairs required to be made hereunder, after the expiration of a reasonable time after written notice to Landlord of the need for such repairs, nor shall Landlord be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Building or Marina or of any other persons, excepting only duly authorized employees and agents of Landlord.

#### **ARTICLE 35 - Title to Improvements**

All alterations, additions, improvements and replacement of fixtures, furniture and equipment, except as hereinafter provided, shall become a part of the real estate with title thereto vesting in the owner of the land at the termination of this Lease. Equipment and trade fixtures constructed or placed upon the premises by the Tenant shall be and remain the property of the Tenant and Tenant shall have the right to remove the same at any time during the term or at the termination of this Lease. In the event Tenant fails to remove any of the foregoing after the expiration or termination of this Lease then such failure shall be determined to be an abandonment thereof whereby the same shall, thereupon, be and become part of the real estate with title thereto vesting in the owner of the land.

#### **ARTICLE 36 - Miscellaneous**

(a) No consent or waiver by the Landlord to or of any breach in the performance by the Tenant of its agreements hereunder shall be construed as a consent or waiver to or of any other breach in the performance by the Tenant of the same or any other agreement. No acceptance by the Landlord of any rent or other payment hereunder, even with the knowledge of a breach by Tenant, shall be deemed a waiver thereof, nor shall any acceptance of rent or other such payment in a lesser amount than is herein required to be paid by the Tenant, regardless of any endorsement on any check or any statement in any letter accompanying the payment of the same, be construed as an accord and satisfaction or in any other manner other than as a payment on account by the Tenant. Failure on the part of Landlord to complain of any action or non-action on the part of Tenant or to declare the Tenant in default, no matter how long such failure may continue, shall not be deemed to be a waiver by the Landlord of any of Landlord's rights hereunder.

(b) If any provision of this Lease or the application thereof to any person or circumstance shall be to any extent invalid or unenforceable, the remainder of this Lease and the application to persons or circumstances other than those as to which it is 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) The agreements in this Lease contained to be performed by the parties hereto shall be binding upon and inure to the benefit of said respective parties, their heirs, legal representatives, successors and assigns; provided, however, that nothing in this paragraph shall be construed to permit any assignment by Tenant without the written consent of Landlord, and no assignee of Tenant without such consent shall have any rights hereunder. Whenever in this Lease reference is made to either of the parties, it shall be held to include and apply to the heirs,

legal representatives, successors and assigns of such party as if in each case so expressed, unless the context requires otherwise and regardless of the number or gender of such party.

Notwithstanding the foregoing, it is agreed that the liability of any party who is a Landlord hereunder (whether the original Landlord or any successor Landlord) shall be limited to defaults occurring or arising during the period for which such party shall have been a Landlord, and such party shall not be liable for defaults occurring or arising at any time before such party obtained its interest as Landlord or after such party disposed of its interest as Landlord.

(d) Landlord warrants and represents that it has dealt with no broker in connection with the consummation of this Lease other than identified herein, and that in the event of any brokerage claims against Tenant predicated upon dealing with Landlord, Landlord agrees to defend the same and indemnify and hold Tenant harmless against any such claim.

(e) Tenant warrants and represents that it has dealt with no broker in connection with the consummation of this Lease, and that in the event of any brokerage claims against Landlord predicated upon dealings with Tenant, Tenant agrees to defend the same and indemnify and hold Landlord harmless against any such claim.

(f) This Lease shall constitute the only agreement between the parties relative to the Premises, and no oral statements and no prior matters not specifically incorporated herein shall be of any force or effect. This agreement shall not be modified except by writing executed by the party to be bound thereby.

(g) The paragraph headings through this Lease are for convenience and reference only, and the words therein shall in no way be held to define or describe the scope or intent of this Lease or in any way affect this Lease.

(h) No copy of this Lease or any portion hereof shall be recorded in any registry of deeds or any Land Court registry district. Notwithstanding the foregoing, at the request of either Landlord or Tenant, the parties agree to execute and acknowledge, in recordable form, a notice or memorandum of this Lease in a form mutually agreed to by the parties.

(i) Landlord covenants that Landlord has the right to lease the Premises to Tenant; and Landlord agrees and covenants to defend its right thereto.

(j) This Lease shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

(k) All indemnification obligations under any provisions of this Lease shall survive the termination of the Lease.

(l) In the event that either party shall be delayed or hindered in or prevented from the performance of any act hereunder, other than paying money, by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power or electrical system, restrictive governmental laws or regulations, riots insurrection, war or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease then performance of such act shall be excused for the period of delay and the period of such party's performance of any such delay. The provisions of this Section shall in no event operate to excuse the Tenant from prompt payment of rent or any other payments required by this Lease.

In any case where work is to be paid for out of insurance proceeds or condemnation awards, due allowance shall be made, both to the party required to perform such work and to the party required to make such payments, for delays in the collection of such proceeds or awards.

(m) Unless prohibited by applicable law, the Tenant agrees to pay the amount of all legal fees and expenses reasonably incurred by the Landlord arising out of or resulting from any wrongful act or omission by Tenant with respect to this Lease or the Premises, including without limitation, any breach by Tenant of its obligations hereunder or act, such as filing or suffering the filing of a bankruptcy petition, whereby Landlord reasonably seeks to have its interest protected. Further, if the Tenant shall request that Landlord's consent or joinder in any instrument pertaining to this Lease, the Tenant agrees to promptly reimburse the Landlord for the reasonable legal fees incurred by the Landlord in processing such request, whether or not the Landlord complies therewith; and if the Tenant shall fail promptly so to reimburse the Landlord, same shall be deemed to be a default in the Tenant's monetary obligations under this Lease.

#### **ARTICLE 37 – Broker Commission**

None.

#### **ARTICLE 38 – Fixtures, Furniture and Equipment**

Tenant acknowledges that the Leased Premises are provided with the furniture, fixtures and equipment ("FF&E") for a fully functional restaurant and hereby accepts the same in its "as is" condition, with no warranties, express or implied. Tenant will be solely responsible for the maintenance, repair, and/or replacement of all FF&E and will surrender all FF&E at lease termination in good working condition, reasonable wear and tear being excepted.

#### **ARTICLE 39 – Permits and Licenses**

Tenant shall be solely responsible for obtaining all necessary permits, licenses and approvals for conducting its business at the Leased Premises; including but not limited to the transfer of the current liquor license for Landlord to Tenant for use at the Premises. Failure to maintain all necessary permits, licenses and approvals in good standing will be considered an event of default and will subject the Tenant to the provisions of Article 27.

#### **ARTICLE 40 – Provisions Specific to Town of Hull Approval**

Tenant acknowledges and agrees that this Lease is subject to the approval of the Town of Hull and that this Lease shall have no force and effect until the Town of Hull has provided its written consent hereto. The parties acknowledge that the Landlord and Steamboat Wharf Marina, Inc. are party to a License Agreement with the Town of Hull for the area in question under this Agreement. Although this document is captioned "Commercial Lease" and is set forth in terms consistent with a lease, the parties agree and understand that it is, and shall be treated as a sub-license agreement for a portion of the area licensed by the Town of Hull to Steamboat Wharf Marina, Inc. and Landlord, notwithstanding any reference to a lease or the like. It is also agreed that in addition to the Indemnification obligations set forth in Article 18, that the Tenant shall indemnify, defend and hold harmless to the fullest extent permitted by law, the Landlord, Steamboat Wharf Marina, Inc. and the Town of Hull for any and all claims of whatever nature which may arise or be made against them resulting or arising from the operation of Tenant's

business at or out of Nantasket Pier. Tenant further agrees to be bound by all maintenance, insurance, hold harmless and indemnification requirements of the License Agreement between the Town of Hull, Steamboat Wharf Marina, Inc. and Landlord as relates to its operations.

**ARTICLE 41 – Personal Guaranty**

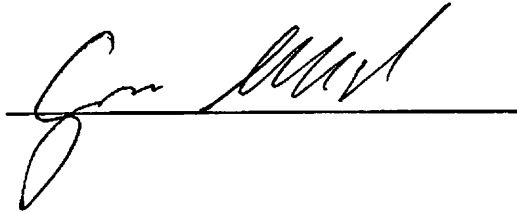
The undersigned Guarantor, Devin Adams for himself, respectively, and his legal representatives, guarantee the prompt payment when due, or whenever payment may become due under the terms of the Lease, of all payments of base rent, base bonus rent and additional rent and all other sums of every kind and nature, including without limitation those arising under obligations of indemnification, which are or may be due now or in the future under the terms of the Lease, any agreements or documents related to the Lease, or any other transaction between Landlord and Tenant directly or indirectly related to the Lease; and the complete and timely performance, satisfaction and observation of the terms and conditions of the Lease, rules and regulations and related obligations arising by reason of the Lease, required to be performed, satisfied or observed by Tenant.

*Signature Page to Follow.*




IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

WITNESS:



LANDLORD:

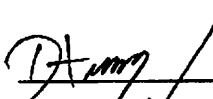
JA Holdings, Inc.

By:  2-28-23  
Andrew Spinale, Its President

TENANT:

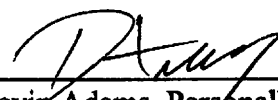
Stonhant provisions LLC 2-28-23



By:  /  
DEVIN ADAMS, Its MANAGER

GUARANTOR:



 2-28-23  
Devin Adams, Personally

## **EXHIBIT A**



## TOWN OF HULL

### ALCOHOL LICENSE INFORMATION FORM

NEW ☐ RENEWAL ☐ TRANSFER ☒

AMENDMENT ☐

☐ CHANGE OF MANAGER (COM)\*  
☐ CHANGE OF HOURS (COH)  
☐ ONE DAY  
☐ OTHER \_\_\_\_\_

FOR LICENSING AUTHORITY USE

Full Legal Name of Business: STEAMBOAT PROVISIONS LLC

Business Name (dba) if different: THE DRIFT

FID of Licensee: \_\_\_\_\_ Address of Premises: 48 GEORGE WASHINGTON BLVD

Phone Number of Premises: (781) 773-1238 Business Email: DAVID@THETOWNSHEND.COM

Business Mailing Address: ☒ Same as above

Owner of Business: DAVID PETERS & DEVIN ADAMS

Manager of Record: DAVID PETERS

\*Proposed Manager (must file COM with ABCC): DAVID PETERS

Phone: \_\_\_\_\_ Residential Address : \_\_\_\_\_

Applicant's (authorized) Signature [Signature] Date: 3/21/24

*By signing above you are verifying the accuracy of all information*

License Class: ☐ Annual ☒ Seasonal ☐ One Da (1 + 1 Day[s])

#### TYPE OF LICENSE: (CHECK ONLY ONE)

☐ Club ☐ Package Store ☐ Veteran's Club ☐ General On Premise ☒ Restaurant  
☐ Innholder ☐ Tavern ☐ Other (Specify) \_\_\_\_\_

#### LICENSE CATEGORY:

☒ All Alcohol ☐ Wine & Malt ☐ Malt Only ☐ Wine Only ☐ Wine & Malt with Cordials

☐ Other (please specify) \_\_\_\_\_

#### HOURS OF OPERATION - PLEASE READ CAREFULLY

☐ **NO CHANGES** TO HOURS OF OPERATION FROM LAST YEAR: See Attached

☒ **REQUESTING CHANGE OF HOURS** (complete **ONLY** if amending hours of operation from previous license period)

☒ **SEE ATTACHED HOURS (CHANGE OF HOURS)**

#### **REQUESTING TO OPEN:**

Mon: \_\_\_\_\_ Tues: 2pm Wed: 2pm Thurs: 2pm Fri: 2pm Sat: 12pm Sun: 12pm

#### **REQUESTING TO CLOSE:**

Mon: \_\_\_\_\_ Tues: 11pm Wed: 11pm Thurs: 11pm Fri: 11pm Sat: 11pm Sun: 11pm

Seating Capacity: (if applicable) 44 Indoor 62 Outdoor 106 Total

Occupancy Number: on file

Entertainment License: ☒ Yes ☐ No

Request for New Year's Eve  
Extension?

☐ YES

☒ NO



**TOWN OF HULL  
SELECT BOARD**  
253 Atlantic Avenue  
Tel: 781-925-2000

SELECTMEN'S OFFICE FEE:  
\$50.00  
  
(Date Received)

**APPLICATION FOR COMMON VICTUALER**

NEW ☒ RENEWAL ☐ TRANSFER ☐ AMENDMENT ☐

☐ CHANGE OF MANAGER  
☐ CHANGE OF HOURS  
☐ ONE DAY  
☐ OTHER

**SECTION 1 – APPLICANTS & BUSINESS INFORMATION**

*I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a Common Victualer's License, in accordance with the provisions of Chapter 140 of the General Laws.*

Applicant's Full Legal Name: DAVID PETERS

Applicant's Legal Home Address: \_\_\_\_\_

Applicant's Mailing Address (if different): \_\_\_\_\_

Applicant's Home Telephone Number: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Applicant's E-Mail Addresses: Primary DAVID@THETOWNSHEND.COM Secondary \_\_\_\_\_

Applicant's (authorized) Signature [Signature] Date: 3/20/24

*By signing above you are verify the accuracy of all information*

Full Legal Name of the Business: STEAMBOAT PROVISIONS LLC

Full Street Address of the Business: 48 GEORGE WASHINGTON BLVD HULL MA 02045

Mailing Address of the Business (if different): \_\_\_\_\_

Telephone Number of the Business (if different): (781) 773-1238

Current Owner/Manager of Record: DAVID PETERS

E-Mail Addresses of the Business (if different): \_\_\_\_\_

Do you own ☐ or lease ☒ the premises?

If leasing, please provide the name and address of the lessor: JA HOLDINGS, INC

**SECTION 2 – LICENSE CLASS**

(Check One)

☐ Year Round Operation: (January 01-December 31)

☒ Seasonal Operation: (April 01 –November 30)

Expected date to open: 5/1/24

Expected date to close: 11/30/24

\*If you plan to open your business later than the beginning license date or plan to close earlier than the license end date please explain why: License Transfer will not be completed prior to April 1

**SECTION 3 - HOURS OF OPERATION**

☐ NO CHANGES

OPEN: Mon: \_\_\_\_\_ Tues: 2 Wed: 2 Thurs: 2 Fri: 2 Sat: 12 Sun: 12

CLOSE: Mon: \_\_\_\_\_ Tues: 11 Wed: 11 Thurs: 11 Fri: 11 Sat: 11 Sun: 11

**\*SEE OTHER SIDE\***

**NEW APPLICANTS AND/OR AMENDMENTS TO EXISTING LICENSE (ONLY)**



**TOWN OF HULL**  
**SELECT BOARD**  
253 Atlantic Ave  
781-925-2000

SELECTMEN'S OFFICE USE

**FEE \$100.00**

(Date Received)

**APPLICATION FOR ENTERTAINMENT LICENSE**

NEW ☒ RENEWAL ☐ TRANSFER ☐ AMENDMENT ☐

☐ CHANGE OF MANAGER (COM)\*  
☐ CHANGE OF HOURS  
☐ ONE DAY  
☐ OTHER

**SECTION 1 – APPLICANTS & BUSINESS INFORMATION**

Applicant's Full Legal Name DAVID PETERS  
Business's Full Legal Name STEAMBOAT PROVISIONS LLC  
Business Address 48 GEORGE WASHINGTON BLVD HULL MA 02045  
Mailing Address ☒ Same as above  
Business Telephone Number (781) 773-1238 FID# \_\_\_\_\_  
Business Email Address DAVID@THETOWNSHEND.COM  
Description of Premises FULL SERVICE RESTAURANT

Manager of Record /\*Proposed Manager\* DAVID PETERS

Home Address \_\_\_\_\_  
Home Telephone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Email Address DAVID@THETOWNSHEND.COM  
Owner/Manager's Signature \_\_\_\_\_

*By signing above you are verifying the accuracy of all information*

\*If Amending Manager of Record\*

**SECTION 2 – TYPE OF ENTERTAINMENT**

Jukebox ☐ DJ ☐ Karaoke ☐ Piped in Music ☒ Amplification System ☐  
Recorded Music ☐ Live Music ☒ Vocal Music ☐ No. of Persons 3  
Instrumental Music ☐ No. of Instruments \_\_\_\_\_ Description/Type Instruments (i.e. guitar, drums, keyboard, etc.) acoustic guitar  
Dancing by Patrons ☐ Location(s) \_\_\_\_\_ Size of dance floor(s) \_\_\_\_\_  
Floor Show ☐ Description \_\_\_\_\_ Other: \_\_\_\_\_  
Entertainment Location: Indoors ☐ Outdoors ☒ Description (provide floor plan if necessary) outdoor patio with music facing inwards towards the street, not to travel across water

**SECTION 3 – HOURS OF OPERATION**

Start Time: Mon \_\_\_\_\_ Tues 4pm Wed 4pm Thurs 4pm Fri 4pm Sat 4pm Sun 4pm  
End Time: Mon \_\_\_\_\_ Tues 9pm Wed 9pm Thurs 9pm Fri 9pm Sat 9pm Sun 9pm

**NOTE: SUNDAY ENTERTAINMENT HOURS, UNLESS OTHERWISE SPECIFIED BY LICENSING AUTHORITY, TO BE BEGIN NO EARLIER THAN 2:00 P.M.**

### LEGAL NOTICE

Notice is hereby given under Chapter 138 and Chapter 140 of the General Laws and the Town of Hull's Licensing Rules and Regulations and all other legal authority to the extent applicable that:

A. JA HOLDINGS, INC., dba Red Sky (transferor/license holder), and Steamboat Provisions, LLC, dba The Drift (transferee/license, applicant):

(1) JA Holdings, dba Red Sky, has applied to transfer the All Alcoholic (seasonal) as a Restaurant, (existing or as amended) held by JA Holdings, dba Red Sky to Steamboat Provisions, LLC, dba The Drift (David Peters, proposed manager), of the following kind: All Alcoholic (seasonal) as a Restaurant, at 48 George Washington Blvd., Hull, Massachusetts, premises to be licensed consists of one story building consisting of a kitchen, dining room, no cellar, two entrances, three exits, and a patio with one entrance through the dining room.

Proposed hours of operation for liquor license are:

1. April 1 – Memorial Day:

a. Tuesday – Sunday: 4PM-10PM

2. Memorial Day – Labor Day:

a. Tuesday – Friday: 2PM – 11PM

b. Saturday & Sunday: 12PM – 11PM

3. Labor Day – November 30:

a. Tuesday – Sunday: 4PM – 10PM

(B) Steamboat Provisions, LLC, dba The Drift, (David Peters, proposed manager),

(1) Has applied for a license as a **Common Victualler**, and to provide **Entertainment** at Hull Massachusetts, within the above described premises.

Proposed hours of operation as a Common Victualler is as follows:

1. April 1 – Memorial Day:

a. Tuesday – Sunday: 4PM-10PM

2. Memorial Day – Labor Day:

a. Tuesday – Friday: 2PM – 11PM

b. Saturday & Sunday: 12PM – 11PM

3. Labor Day – November 30:

a. Tuesday – Sunday: 4PM – 10PM

Proposed hours of operation for Entertainment License (piped-in music, live music with (3) persons and acoustic guitar) is as follows:

1. April 1 – Memorial Day:

a. Tuesday – Sunday: 4 PM-9 PM

2. Memorial Day – Labor Day:

a. Tuesday – Sunday: 4 PM – 9 PM

3. Labor Day – November 30:

a. Tuesday – Sunday: 4 PM – 9 PM

(2) Food, alcohol and entertainment to be available in the restaurant and bar area, and the outdoor patio located on the premises.

On the foregoing applications to the Licensing Authorities IT IS ORDERED: That a public hearing will be held on the said application at the Office of the Licensing Authorities located in the Town Hall, 253 Atlantic Avenue in the Town of Hull on the 17th day of April at 7:00 p.m. and that the applicant give public notice of said time and place of the hearing by publishing an attested copy of the said Notice and order thereon in the Hull Times at least ten days before the time of the hearing in accordance with Chapter 138 of the General Laws and all other legal authority.

Copies of applications with additional details are available for inspection at the Office of the Select Board, Town Hall, 253 Atlantic Avenue, Hull, MA 02045.

LOCAL LICENSING AUTHORITIES

Greg Grey

Irwin Nesoff

Jason McCann

Brian McCarthy

Jerry Taverna

[Published 4-4-2024]





# TOWN OF HULL

## ALCOHOL LICENSE INFORMATION FORM

NEW ☐ RENEWAL ☒ TRANSFER ☐  
AMENDMENT ☐ ☐ CHANGE OF MANAGER (COM)\*  
☐ CHANGE OF HOURS (COH)  
ONE DAY ☐ Date: ☐ OTHER



Full Legal Name of Business: JA HOLDINGS INC

Business Name (dba) if different: RED SKY

FID of Licensee: \_\_\_\_\_ Address of Premises: 48 GEORGE WASHINGTON BLVD

Phone Number of Premises: (781) 773-1238 Business Email: DAVID@REDSKYHULL.COM

Business Mailing Address: ☒ Same as above

Owner of Business: ANDY SPINALE + JUSTIN BOULD

Manager of Record: DAVID PETERS

\*Proposed Manager: \_\_\_\_\_

Phone: \_\_\_\_\_ Residential Address: \_\_\_\_\_

Applicant's (authorized) Signature: [Signature] Date: 2/15/24

By signing above you are verifying the accuracy of all information

License Class: ☐ Annual ☒ Seasonal ☐ One Day (1 + 1 Day[s]) Nature of Event: \_\_\_\_\_

TYPE OF LICENSE: (CHECK ONLY ONE) \*\*\* PROVIDE HRS BELOW Location of Event: \_\_\_\_\_

☐ Club ☐ Package Store ☐ Veteran's Club ☐ General On Premise ☒ Restaurant  
☐ Innholder ☐ Tavern ☐ Other (Specify) \_\_\_\_\_

LICENSE CATEGORY:

☒ All Alcohol ☐ Wine & Malt ☐ Malt Only ☐ Wine Only ☐ Wine & Malt with Cordials

☐ Other (please specify) \_\_\_\_\_

### HOURS OF OPERATION - PLEASE READ CAREFULLY

☒ NO CHANGES TO HOURS OF OPERATION FROM LAST YEAR: See Attached

☐ REQUESTING CHANGE OF HOURS (complete ONLY if amending hours of operation from previous license period)

☐ SEE ATTACHED HOURS (CHANGE OF HOURS)

REQUESTING TO OPEN:

Mon: \_\_\_\_\_ Tues: \_\_\_\_\_ Wed: \_\_\_\_\_ Thurs: \_\_\_\_\_ Fri: \_\_\_\_\_ Sat: \_\_\_\_\_ Sun: \_\_\_\_\_

REQUESTING TO CLOSE:

Mon: \_\_\_\_\_ Tues: \_\_\_\_\_ Wed: \_\_\_\_\_ Thurs: \_\_\_\_\_ Fri: \_\_\_\_\_ Sat: \_\_\_\_\_ Sun: \_\_\_\_\_

Seating Capacity: (if applicable) 46 Indoor 64 Outdoor 110 Total

Occupancy Number: \_\_\_\_\_

Entertainment License: ☒ Yes ☐ No

Request for New Year's Eve Extension?

☐ YES ☐ NO



# LICENSE

## ALCOHOLIC BEVERAGES

### THE LICENSING BOARD OF

The TOWN of HULL, MASSACHUSETTS

HEREBY GRANTS A

## COMMON VICTUALER

License to Expose, Keep for Sale, and to Sell

## ALL KINDS OF ALCOHOLIC BEVERAGES

## TO BE DRUNK ON PREMISES

To: J A Holdings, Inc., dba Red Sky, David Peters, Manager

Located at: 48 George Washington Boulevard

On the following described premises: One story wooden frame building consisting of a kitchen, dining room. No cellar. Two entrances, three exits. A patio with one entrance through the dining room.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made there under by the licensing authorities. The license expires November 30, 2023, unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this First day of April 2023.

The Hours during which

Alcoholic Beverages may be sold are:

PLEASE SEE ATTACHED

*Unless otherwise advised by Licensing Authority*

Donna Pursel

Greg Grey

Irwin Nesoff

Domenico Sestito

} Licensing  
Authorities

J A Holdings, Inc. dba Red Sky  
Andrew Boothroyd, Manager  
48 George Washington Blvd

Hours of operation shall be as follows:

- a. Spring Season- May 1 to the day before Memorial Day,  
Wednesday through Sunday, 11:00 a.m. to 10:00 p.m.
- b. Main Season- Memorial Day through Labor Day, Monday through  
Sunday, 11:00 a.m. to 10:00 p.m.
- c. Fall Season- Day after Labor Day through November 1,  
Wednesday through Sunday, plus any Monday holidays, 11:00  
a.m. to 10:00 p.m.



**253 Atlantic Ave**  
**781-925-2000**

SELECTMEN'S OFFICE USE

**FEE \$100.00**

APR - 9 2024

(Date Received)

NEW ☐ RENEWAL ☒ TRANSFER ☐ AMENDMENT ☐

**CHANGE OF MANAGER (COM)\***

## CHANGE OF HOURS

## ONE DAY

OTHER

Applicant's Full Legal Name Gregory W Hoffmeister  
Business's Full Legal Name Doctors Island Brewing Company  
Business Address 19 Hull Shore Drive  
Mailing Address ☒ Same as above  
Business Telephone Number 617-840-8385 FID#           
Business Email Address greg@drislandbrewing.com  
Description of Premises Craft brewery and taproom  
Manager of Record /\*Proposed Manager\* Gregory Hoffmeister

Email Address \_\_\_\_\_

Owner/Manager's Signature 

**\*If Amending Manager of Record\*** *By signing above you are verifying the accuracy of all information*

☒ No Changes to Type of Entertainment from Last Year

Jukebox ☐ DJ ☐ Karaoke ☐ Piped in Music ☐ Amplification System ☐

Recorded Music ☐ Live Music ☐ Vocal Music ☐ No. of Persons \_\_\_\_\_

Instrumental Music ☐ No. of Instruments \_\_\_\_\_ Description/Type Instruments (i.e. guitar, drums, keyboard, etc.) \_\_\_\_\_

Dancing by Patrons ☐ Location(s) \_\_\_\_\_ Size of dance floor(s) \_\_\_\_\_

Floor Show	Description	Other:

Entertainment Location: Indoors ☐ Outdoors ☐ Description (provide floor plan if necessary)

☒ **No Changes to Hours of Operation from Last Year**

Start Time: Mon	Tues	Wed	Thurs	Fri	Sat	Sun
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End Time:	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
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**NOTE: SUNDAY ENTERTAINMENT HOURS, UNLESS OTHERWISE SPECIFIED BY LICENSING AUTHORITY, TO BE BEGIN NO EARLIER THAN 2:00 P.M.**

LICENSE NUMBER: 2023-29

FEE: \$100.00

THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF HULL

This is to Certify that **Doctor's Island Brewing Company, LLC. dba Doctor's Island Brewing**  
**Gregory Hoffmeister, Manager, 19 Hull Shore Drive**

**IS HEREBY GRANTED A LICENSE**

**For Entertainment as a Victualer at: 19 Hull Shore Drive**

**Type of Entertainment: DJ, Piped in Music, Amplification System, and Live (3 Instruments,  
Acoustic Guitar and Keyboard, and 3 Singers )**

**Hours: Thursday | 2:00 pm – 9:00 pm**

**Friday - Saturday | 12:00pm - 11:00pm**

**Sunday | 2:00 pm - 8:00pm**

**Monday Federal Holidays | 12:00pm to 10:00pm**

**This license is granted in conformity with the Statutes and ordinances relating thereto, and  
expires December 31, 2023 unless sooner suspended or revoked.**

ISSUED: August 30<sup>th</sup>, 2023

/s/ Greg Grev

/s/ Irwin Nesoff

/s/ Jason P. McCann

/s/ Brian S. McCarthy

/s/ Jerry Taverna

} Licensing  
Authoritie

PARKING LOT APPLICATION

FEE: \$50.00 PER CAR

DATE:

03/24/2024

NAME

Temple Beth Shalom

ADDRESS

600 Nantasket Ave, Hull

TELEPHONE NO.

781-925-4713

FID or SS #

BUSINESS NAME (DBA) IF APPLICABLE

TBS ↑

ADDRESS OF PARKING LOT

Corner of Nantasket & Heltzsa

NUMBER OF CARS

50

SIGNATURE OF APPLICANT



(Printed Name)

EMAIL ADDRESS

Temple Beth Hull@gmail.com

REFERRED TO FIRE CHIEF

APPROVED

DISAPPROVED

SIGNATURE OF FIRE CHIEF

REFERRED TO BUILDING COMMISSIONER

APPROVED FOR

CARS

SIGNATURE OF BUILDING COMMISSIONER





**TOWN OF HULL  
OFFICE OF THE TOWN MANAGER**

253 Atlantic Avenue Hull, MA 02045  
781-925-2000

To: Bartley Kelly, Chair Hull Redevelopment  
From: Authority Town Manager Jennifer Constable  
Date: March 2, 2024

**RE: 2024 HRA Parking Permit Conditions**

**HRA Parking Permit Conditions ~ May 2024 to October 2024**

**Total Number of Cars: 500 spots for paid parking**

- Maximum of **300** cars in the first HRA parking area as you turn onto Hull Shore Drive Extension (this is the large lot closest to the hotel and businesses). Hours of operation 8:00 am to 5:00 pm.
- Maximum of **200 NON-RESIDENT** cars in the lot bounded by Phipps Street. This lot is also available to resident vehicles **WITH A RESIDENT PERMIT**. Resident vehicles **are not part** of the 200-vehicle limit. **Resident vehicle parking will be segregated from general parking so staff can easily check that lot for compliance. There will be no charge for Town of Hull residents** with a resident permit. There is no limit to the amount of resident parking. Hours of operation 8:00 am to 5:00 pm.
- Maximum of **50** cars in the triangle shaped lot that is accessed from Water Street and bounded on the eastern side by Hull Shore Drive and the western side by Nantasket Ave. This lot shall be reserved **EXCLUSIVELY** for Hull Residents **WITH A RESIDENT PERMIT** from the hours of 8:00 am to 5:00 pm. **There will be no charge for Town of Hull residents** with a resident permit. Open to the public after 5:00 pm. Clear signage must be installed at the entrance of this lot. The operator will be responsible for enforcement of this provision.

**The order of parking cars and filling the lots shall remain unchanged.**

- The lots closets to the Hotel before opening the Phipps Street lot for general use. There are two exceptions to this license requirement:
- Any vehicle that has a MA Registered Handicap Placard or Handicap License Plate can park in the in the Phipps Street lot at any time. These types of patrons do not have to wait for the southern lots to fill first. Patrons who meet this requirement must display their placard on their vehicle if they do not have a handicap parking plate.

- Any Hull resident with a Town Parking Permit shall have access to the Phipps Street lot without having to wait for the southern lot to fill first.
- **All other visitors must** first be directed to park in the lots closest to the Hotel and shall not be permitted to park in the Phipps Street lot until the 300-car maximum in the southern lots has been achieved.
- Police Details will be present every Saturday and Sunday and additional days as determined by the Chief of Police, or their designee based upon their best judgment. Detail officers will be posted at the Nantasket and Phipps Street intersection.

In order to alleviate traffic congestion on Hull Shore Drive and Nantasket Ave the location where patrons pay to enter the lot as indicated by the X in the attached photo. The red dots represent traffic cones that will provide anyone pulling into the lot with a clear visual cue and direction to the attendant. This is the same entrance location as in previous years.

Please note Hull Police will be performing random checks on all parking lot operators in Town for compliance with their licenses.

**Permit holder will be required to acknowledge and accept that failure to strictly adhere to these permit requirements will lead to immediate forfeiture of the permit, with no right of appeal.**





Approval #4

FOR LICENSING AUTHORITY USE

APR - 8 2024



# TOWN OF HULL ALCOHOL LICENSE INFORMATION FORM

☒ ONE DAY LICENSE 4-8-2024
Name To Appear on License: KNIGHTS OF COLUMBUS

Business Name (dba) if different: \_\_\_\_\_

FID of Licensee: \_\_\_\_\_ ABCC License Number: \_\_\_\_\_

Address of Premises: 440 NANTASKET AVEPhone Number of Premises: 781-925-2700 Business Email: \_\_\_\_\_Business Mailing Address: ☒ Same as above \_\_\_\_\_

Owner of Business: \_\_\_\_\_

Manager of Record: Armando Aggie AguilarManager's Contact Phone: Cell Phone: \_\_\_\_\_ Home Phone:       

Manager's Home Address: \_\_\_\_\_

Applicant's (authorized) Signature [Signature] DATE: 4-8-2024

By signing above you are verifying the accuracy of all information

LOCATION OF EVENT: 440 NANTASKET AVE.License Class: ☐ One Day (1 + 1 Day[s])

TYPE OF LICENSE: (CHECK ONLY ONE)

☐ Club ☐ Package Store ☐ Veteran's Club ☐ General On Premise ☐ Restaurant☐ Innholder ☐ Tavern ☐ Other (Specify) NON PROFIT OLG

LICENSE CATEGORY:

☒ All Alcohol ☐ Wine & Malt ☐ Malt Only ☐ Wine Only ☐ Wine & Malt with Cordials☐ Other (please specify): \_\_\_\_\_NATURE OF EVENT: HOLY COMMUNION

HOURS OF OPERATION: (INCLUDE SET UP AND TAKE DOWN TIME)

☐ MULTIPLE DAYS - SEE SECOND PAGEDay of the Week: SATURDAY Date of the Event: 5-4-2024Open Time: 5:30 PM Close Time: 9:30 PMSeating Capacity: (if applicable)        Indoor        Outdoor        TotalOccupancy Number:       Entertainment License: ☐ Yes ☐ NoRequest for New Year's Eve  
Extension?☐ YES☐ NO

April 9, 2024

Board of Selectmen

253 Atlantic Avenue Hull, MA 02045

Greg Grey

Irwin Nesoff

Jason McCann

Brian McCarthy

Jerry Taverna

Dear Selectmen,

This letter serves the purpose to request the permission to once again hold the Annual Struzz's 5k Home Run, in honor of the late Danielle Struzziery, on Saturday, October 12, 2024, at 10:00am. This year will be the last year we will hold the annual race, so the set up of the morning will be a bit different; with registration opening up at 8:00am and a celebration of sorts at 10am prior to the race, at the Danielle Struzziery Field at 'N' Street. The race costs will be \$25 for pre-registration and \$30 day of registration. We will also be selling shirts, sweatshirts, and other race-related items.

The race route will be the same as it has been in the years past and will, as in years past, enlist as many police details as necessary. There will be a company on site for official timing and distance measurement for participants. There will also be water stations along the way for participants as they need them.

All proceeds from the race and the items sold prior to, during, and after will go to the Danielle E. Struzziery Scholarship Fund, which benefits senior student-athletes from Hull High School, as well as other charitable efforts in Hull.

We look forward to hearing back from you soon. In the meantime, should you have any questions, please feel free to contact Janine Struzziery at 617.827.0527 or [struzzshomerun@yahoo.com](mailto:struzzshomerun@yahoo.com).

Warm regards,

The Struzziery Family

8 Warren Street

Hull, MA 02045



**TOWN OF HULL**  
**ALCOHOL LICENSE INFORMATION FORM**

FOR LICENSING AUTHORITY USE

**Approval #6**

APR 10 2024

\$50 Fee (Per Day)



**ONE DAY LICENSE** May 17, 2024

Name To Appear on License: Friends of the Paragon Carousel

Business Name (dba) if different: \_\_\_\_\_

FID of Licensee: \_\_\_\_\_

ABCC License Number: \_\_\_\_\_

Address of Premises: 205 Nantasket Ave, Hull

Phone Number of Premises: 781-925-0472 Business Email: info@paragoncarousel.com

Business Mailing Address: ☐ Same as above

Owner of Business: Friends of the Paragon Carousel

Manager of Record: Cindy Lyons

Applicant's (authorized) Signature Lynnhia Lyons DATE: 4/6/24

By signing above you are verifying the accuracy of all information

LOCATION OF EVENT: Carousel Building 205 Nantasket Ave, Hull

License Class: ☒ One Day (1 + 1 Day[s])

TYPE OF LICENSE: (CHECK ONLY ONE)

☐ Club ☐ Package Store ☐ Veteran's Club ☐ General On Premise ☐ Restaurant

☐ Innholder ☐ Tavern ☐ Other (Specify) \_\_\_\_\_

LICENSE CATEGORY:

☒ All Alcohol ☐ Wine & Malt ☐ Malt Only ☐ Wine Only ☐ Wine & Malt with Cordials

☐ Other (please specify): \_\_\_\_\_

NATURE OF EVENT: Paragon Carousel Derby

HOURS OF OPERATION: (INCLUDE SET UP AND TAKE DOWN TIME)

☒ **MULTIPLE DAYS** - SEE SECOND PAGE

Day of the Week: Friday Date of the Event: May 17, 2024

Open Time: 5pm - 10pm M-W Close Time: 10:30 pm M-W

Seating Capacity: (if applicable) \_\_\_\_\_ Indoor \_\_\_\_\_ Outdoor \_\_\_\_\_ Total \_\_\_\_\_

Occupancy Number: \_\_\_\_\_

Entertainment License: ☐ Yes ☒ No

Request for New Year's Eve  
Extension?

☐ YES

☐ NO

## REQUESTING MULTIPLE ONE DAYS

**NUMBER OF ONE DAYS REQUESTED:** \_\_\_\_\_

**DATES OF ONE DAYS REQUESTED:**

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**HOURS OF OPERATION:** *(INCLUDE SET UP AND TAKE DOWN TIME)*

**REQUESTING TO OPEN:**

**Mon:** \_\_\_\_\_ **Tues:** \_\_\_\_\_ **Wed:** \_\_\_\_\_ **Thurs:** \_\_\_\_\_ **Fri:** \_\_\_\_\_ **Sat:** \_\_\_\_\_ **Sun:** \_\_\_\_\_

**REQUESTING TO CLOSE:**

**Mon:** \_\_\_\_\_ **Tues:** \_\_\_\_\_ **Wed:** \_\_\_\_\_ **Thurs:** \_\_\_\_\_ **Fri:** \_\_\_\_\_ **Sat:** \_\_\_\_\_ **Sun:** \_\_\_\_\_