

MILLER SEDERHOLM

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3 Mariners Landing
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HOWARD M. MILLER
Email: hmm@millersederholmlaw.com

E. DOUGLAS SEDERHOLM
Email: eds@millersederholmlaw.com

TRANSMITTAL

To: Board of Selectmen
Town of Tisbury
PO Box 1239
Vineyard Haven, MA 02456

Attention: Alexandra Kral, Assistant Town Administrator

FROM: Howard Miller

RE: Application of 339 State Road, LLC to transfer annual beer and wine restaurant license of Little House Café, Inc. and to appoint Brook Katzen manager and Packet for CV license

DOCUMENTS:

Enclosed original docs. for transfer of Beer and Wine license previously e mailed you and Packet for CV license. Insurance will follow after approval but before you issue licenses. Also enclosed are two checks; one for transfer of Beer and Wine which you are authorized to insert correct amount and the other for CV in amount of \$115. There is also included notification from ABCC acknowledging receipt of them of state transfer fee.

Thank you and call if any questions.
And of course let me know date of hearing so that I can give notice to abutters.

MASSACHUSETTS DEPARTMENT OF REVENUE

REVENUE ENFORCEMENT AND PROTECTION (REAP) ATTESTATION

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

339 STATE RD, LLC

*Signature of Individual or Corporate Name (Mandatory)

Frank Kutz

by: Corporate Officer (Mandatory, if applicable)

84-497643

**Social Security # (Voluntary) or Federal Identification Number

*This license will not be issued unless this certification clause is signed by the applicant.

**Your Social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or evocation. This request is made under the authority of MA G.L. c 62C s. 49A.



Town of Tisbury

Common Victuallers License Application

Please return this
form with:

All applicable
Attachments & Fees

to the
Licensing Office
Town of Tisbury
(508) 696-4202

New / Renewal (circle one)

Date application submitted: _____

(please fill out all fields below:)

Applicant/ Business Name: 339 STATE ROAD, LLC

(please include Corporate, Llc., or d/b/a info Little House Cafe
as well as business name) _____

Address of Business Operation: 339 STATE RD.

Mailing Address: PO Box 4580, UH 02568

Email: Littlehousemva@gmail.com **Cell phone:** 202.492.3072

Name of Individual Applying: Brook Kutzen

Print Name: Brook Kutzen **Signature:** Brook Kutzen

Nature of Business:

- ☒ Full Service Restaurant
☐ Take -Out
☐ Retail Only

Length of Operation:

- ☒ Year - Round
☐ Seasonal

Operation Hours: 7:30 AM to 8:30 PM M-F **Number of Seats:** 32
possibly brunch on Sundays

FOR ALL NEW APPLICATIONS ONLY:

_____ Did you receive a copy of the applicable licensing regulations?
_____ APPLICATION FEE
_____ ANNUAL LICENSE FEE (if license is granted)
_____ HEARING DATE

.....
Internal:

Advertisement placed on what date: _____ Publication(s): _____
REAP rec'd? _____
Inspections? _____
Insurance forms/ waivers? _____
Bond (if req.) _____

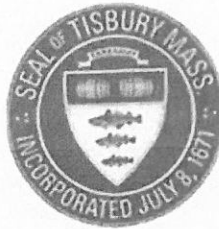


TOWN OF TISBURY
OFFICE OF THE SELECTMEN
P.O. BOX 1239 – 51 SPRING STREET
VINEYARD HAVEN, MASSACHUSETTS 02568
TEL: (508) 696-4200
FAX: (508) 693-5876
www.tisburyma.gov

Required Documents Check Off List

Following must be submitted together with your completed application:

- ☐ Revenue Enforcement and Protection (REAP) Attestation - To follow
- ☐ Workers' Compensation Insurance Affidavit
- ☐ Certificate of Liability Insurance
- ☐ Completed Inspection Sign – Off Sheet
- ☒ Payment in amount of \$115.00. Payments can be made via check made out to the Town of Tisbury or Credit Card at the Board of Selectmen Office (additional Credit Card Charge of 3% will apply)



TOWN OF TISBURY
CERTIFICATE OF INSPECTION
SIGN-OFF SHEET

NAME Jewik Khelalfa ESTABLISHMENT Little House PERMIT YEAR 2020

1) FIRE DEPARTMENT: ☐ APPROVE ☐ NOT APPROVE ☒ CONDITIONAL APPROVAL

CONDITIONS/ COMMENTS:

RE ATTACH EXIT SIGN LIGHT IN BASEMENT
REPLACE EXTENSION CORDS w/ PERMANENT WIRING KITCHEN
MICRO WAVES -
REPLACE EXTENSION CORDS w/ PERMANENT POWER FOR
PROPANE STOVE -

NAME: JOHN SEHUNIG

SIGNATURE: [Signature]

2) BUILDING INSPECTOR: ☐ APPROVE ☐ NOT APPROVE ☒ CONDITIONAL APPROVAL

CONDITIONS/ COMMENTS:

Exit Sign in dining room needs new battery
Exposed wires in electrical box above furnace - box needs a cover
Exposed wires on basement beam need to be in a junction box.

NAME: JOSS SEWRY

SIGNATURE: [Signature]

3) HEALTH INSPECTOR: ☒ APPROVE ☐ NOT APPROVE ☐ CONDITIONAL APPROVAL

CONDITIONS/ COMMENTS:

NAME: JOHN BLAKE

SIGNATURE: [Signature]

FIRE DEPARTMENT: 508-696-4246 / 508-889-3384
BUILDING DEPARTMENT: 508-696-4200 X 280
BOARD OF HEALTH: 508-696-4200 X 290

CU-23-20
#765
BW-2-26
#3560

MILLER SEDERHOLM

LAW OFFICE

3 Mariners Landing • Post Office Box 2356
Edgartown, MA 02539

HOWARD M. MILLER

hmm@millersederholmlaw.com

E. DOUGLAS SEDERHOLM

eds@millersederholmlaw.com

March 24, 2020

VIA EMAIL

Board of Selectmen
Town of Tisbury

Attention: Alexandra Kral, Assistant Town Administrator

Re: Application of 339 State Road, LLC to transfer annual beer and wine restaurant license of Little House Café, Inc. and to appoint Brook Katzen manager

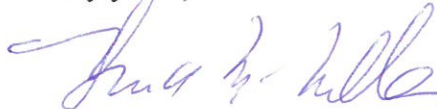
Dear Ms. Kral:

Concerning the above I enclose:

1. ABCC application and acknowledgment of payment of transfer fee.
2. Cori Request form for proposed manager, Brook Katzen and copy of his passport.
3. Certificate of Organization of applicant.
4. Plan of Operation and Employees' Manual.
5. Floor and seating Plan.
6. Certificates of Good Standing for Little House Café, Inc. from Department of Revenue and Department of Unemployment Assistance.
7. Check made payable to the Town of Tisbury in the amount of \$300.00 for filing fee will either be delivered or mailed to you as you suggest.
8. Agreement for purchase of assets of Little House, Café, Inc.
9. Copy of Lease between applicant and Landlord will follow.
10. Copy of Food Establishment Permit Application. The original has been filed with the Board of Health.

If anything appears missing or incomplete, please advise. Otherwise I am hoping you will treat this e filing as an original filing or at least schedule a date for hearing and arrange for publication of notice in one of our local newspapers.

Sincerely yours,



Howard M. Miller

HMM/hm

cc: Client, w/enc.



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)

BW-2-20

ENTITY/ LICENSEE NAME 339 State Road, LLC, dba Little House Cafe

ADDRESS 339 State Road

CITY/TOWN Tisbury

STATE MA

ZIP CODE 02568

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 checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other | <input type="checkbox"/> Change of DBA |

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

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



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

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

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.

The applicant, 339 State Road, LLC, dba "Little House Cafe" is purchasing the assets of the existing restaurant business from the Little House Cafe, Inc. including the annual Wine and malt restaurant license, and will continue to operate the restaurant as it has been for the last ten years. Closing is scheduled for May 1, 2020.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="\$12 Restaurant"/>	<input type="text" value="Wines and Malt Beverages"/>	<input type="text" value="Annual"/>

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number	<input type="text" value="BW-2-20"/>	FEIN	<input type="text" value="84-497643"/>
Entity Name	<input type="text" value="339 State Road, LLC"/>		
DBA	<input type="text" value="Little House Cafe"/>	Manager of Record	<input type="text" value="Brook Katzen"/>
Street Address	<input type="text" value="339 State Road, Vineyard Haven, MA 02568"/>		
Phone	<input type="text" value="508-687-9794"/>	Email	<input type="text" value="littlehousemv@gmail.com"/>
Add'l Phone	<input type="text" value="202-492-3072"/>	Website	<input type="text" value="www.littlehousemv.com"/>

4. DESCRIPTION OF PREMISES

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

The building consists of a main floor of approximately 1,118 square feet and an unfinished basement for storage of approximately 1,118 square feet. The main floor includes a kitchen, coffee bar, reception area, bathroom, and dining room containing 32 seats as shown on plans filed herewith. There are two outside tables each with seating for four.

Total Sq. Footage	<input type="text" value="1,118"/>	Seating Capacity	<input type="text" value="32"/>	Occupancy Number	<input type="text" value=""/>
Number of Entrances	<input type="text" value="1"/>	Number of Exits	<input type="text" value="1"/>	Number of Floors	<input type="text" value="1 (plus basement)"/>

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name By what means is the license being transferred?

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
<input type="text" value="Jenik Khelalfa Munafo"/>	<input type="text" value="President"/>	<input type="text" value="50%"/>
<input type="text" value="Merrick Carreiro"/>	<input type="text" value="Treasurer"/>	<input type="text" value="50%"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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
<input type="text" value="Brook Katzen"/>	<input type="text" value="82 South Road, Chilmark, MA 02535"/>	<input type="text" value="014 60 4031"/>	<input type="text" value="07/21/1979"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text" value="Sole Member"/>	<input type="text" value="100%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

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 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

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 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

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 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

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

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	
Not applicable			

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure

LLC

Date of Incorporation

March 3, 2020

State of Incorporation

Massachusetts

Is the Corporation publicly traded? ☐ Yes ☒ No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

Bari Boyer and Marshall Katzen

Landlord Phone

508-735-7968

Landlord Email

bariboyer@yahoo.com

Landlord Address

82 South Road, Chilmark, MA 02535

Lease Beginning Date

05/01/2020

Rent per Month

\$2,733.33

Lease Ending Date

04/30/2119

Rent per Year

\$32,800

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:

Howard M. Miller

Phone:

508-627-3719

Title:

Attorney for Applicant

Email:

hmm@millersederholmlaw.com

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	-0-
B. Purchase Price for Business Assets	\$300,000
C. Working Capital	\$10,000
D. Total Cost	\$310,000

*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
Brook Katzen, sole member of 39 State Road, LLC	\$10,000-\$50,000 as needed
Bank Loan from Rockland Trust	\$300,000.00
Total:	\$310,000

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Rockland Trust	\$300,000.00	secured by lease on premises	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

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

339 State Road, LLC (the Applicant) is purchasing the restaurant assets for \$300,000. Rockland Trust is providing a loan for \$300,000 expected to close on May 1, 2020. Documentation will be provided after closing of loan from Bank and for any personal funds contributed by Applicant or Applicant's sole member.

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	Brook Katzen	Date of Birth	07/21/1979	SSN	014-60-4031
Residential Address	82 South Road, Chilmark, MA 02535				
Email	brook@katzencompanies.com	Phone	202-492-3072		
Please indicate how many hours per week you intend to be on the licensed premises		40+			

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

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

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

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

☐ Yes ☒ No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
Sep 2015	Mar 2020	Vice President	The UIP Companies	Steven Schwat
Jan 2014	Aug 2015	Vice President	SB-Urban	Frank Saul III
Jan 2011	Dec 2013	Associate	The JBG Companies	Dean Cinkala

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 Brook Katzen Date 3/18/2020

13. MANAGEMENT AGREEMENT

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

If yes, please fill out section 13.

☐ Yes ☒ No

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

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

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

CRIMINAL HISTORY

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

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

☐ Yes ☐ No

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

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

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

13F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

ADDITIONAL INFORMATION

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



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)

BW-2-20

ENTITY/ LICENSEE NAME 339 State Road, LLC, dba Little House Cafe

ADDRESS 339 State Road

CITY/TOWN Tisbury

STATE MA

ZIP CODE 02568

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 checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

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

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

APPLICANT'S STATEMENT

I, Brook Katzen the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory
of 339 State Road, 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:

Brook Katzen

Date:

3/18/2020

Title:

Sole Member

CORPORATE VOTE

The Board of Directors or LLC Managers of

39 State Road, LLC

Entity Name

duly voted to apply to the Licensing Authority of

Oak Bluffs

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Mar 16, 2020

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 checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

"VOTED: To authorize

Brook Katzen, the manager and sole member of the LLC or Howard M. Miller, attyl

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

Brook Katzen

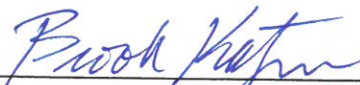
Name of Liquor License Manager

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

A true copy attest,

For Corporations ONLY

A true copy attest,



Corporate Officer / LLC Manager Signature

Corporation Clerk's Signature

Brook Katzen

(Print Name)

(Print Name)

ADDENDUM A

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

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

Entity Name

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

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

CRIMINAL HISTORY

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

☐ Yes ☐ No

TRANSFER OF LICENSE

To apply for a transfer of alcoholic beverages retail license, you will need the following:

- **DOR Certificate of Good Standing** This must be obtained by the seller, not the buyer.
- **DUA Certificate of Compliance** This must be obtained by the seller, not the buyer.
- **Transfer Application**
- **Business Structure Documents**
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- **Manager Application**
- **Purchase and Sales Agreement**
- **Proof of Citizenship** for the proposed Manager of Record.
- **Vote of the Corporate Board**
- **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- **Legal Right to Occupy**, a lease or deed.
- **Floor Plan**
- **Advertisement**
- **Monetary Transmittal Form**
- **\$200 Fee** paid online through our online payment link: [ABCC PAYMENT WEBSITE](#)
- **Payment Receipt**
- **Additional information, if necessary, utilizing the formats provided and or any affidavits.**
- **Management Agreement**, if applicable, requires the following :
 - Management Agreement Application
 - Management Agreement
 - Vote of the Entity
 - CORI Forms for all listed in Section 13 and attachments

Please Note: You may be requested to submit additional supporting documentation if necessary.

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 #: 3d6265e5-f0f5-4065-8005-d42e63299ddd**

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	339 State Road LLC	\$200.00
		\$200.00

Total Convenience Fee: **\$4.70**Date Paid: **3/20/2020 12:33:02 PM EDT**Total Amount Paid: **\$204.70**

Payment On Behalf Of

License Number or Business Name:
339 State Road, LLC**Fee Type:**
FILING FEES-RETAIL

Billing Information

First Name:
howard**Last Name:**
miller**Address:**
PO Box 5019**City:**
Edgartown**State:**
MA**Zip Code:**
02568**Email Address:**
hmm@millersederholmlaw.com



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

JEAN M. LORIZIO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)	LICENSEE NAME:	CITY/TOWN:
	339 State Road, LLC, dba Little House Cafe	Oak Bluffs

APPLICANT INFORMATION

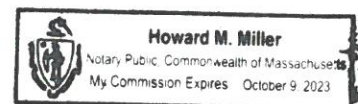
LAST NAME:	Katzen	FIRST NAME:	Brook	MIDDLE NAME:	Boyer			
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Worcester, MA					
DATE OF BIRTH:	07/21/1979	SSN:	014-60-4031	ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Boyer	DRIVER'S LICENSE #:	2736863	STATE LIC. ISSUED:	District of Columbia			
GENDER:	MALE	HEIGHT:	6	3	WEIGHT:	240	EYE COLOR:	Brown
CURRENT ADDRESS:	82 South Road							
CITY/TOWN:	Chilmark	STATE:	MA	ZIP:	02535			
FORMER ADDRESS:	1177 22nd Street NW, Unit 1C							
CITY/TOWN:	Washington	STATE:	DC	ZIP:	20037			

PRINT AND SIGN

PRINTED NAME:	Brook Katzen	APPLICANT/EMPLOYEE SIGNATURE:	<i>Brook Katzen</i>
---------------	--------------	-------------------------------	---------------------

NOTARY INFORMATION

On this	Wednesday, 18 March, 2020	before me, the undersigned notary public, personally appeared	Brook Katzen
(name of document signer), proved to me through satisfactory evidence of identification, which were		Driver's License	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
		<i>Howard M. Miller</i>	
		NOTARY	



DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	

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

*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



UNITED STATES OF AMERICA

Type / Type / Tipo	Code / Code / Código	Passport No. / No. du Passeport / No. de Pasaporte
		123456789

P USA

Surname / Nom / Apellidos

KATZEN

Given Names / Prénoms / Nombres

BROOK BOYER

BROOK BOTEK
Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

UNITED STATES OF AMERICA
Date of birth / Date de naissance / Fecha de nacimiento

21 Jul 1979

Place of birth / Lieu de naissance / Lugar de nacimiento

MASSACHUSETTS, U.S.A.

MASSACHUSETTS, U.S.A.
Date of issue / Date de délivrance / Fecha de expedición

25 Jan 2014

25 Jan 2014
Date of expiration / Date d'expiration / Fecha de caducidad

24 Jan 2024

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 51

Sex / Sexe / Sexo

M

Authority / Autorité / Autoridad

United States

Department of State

USA

P<USAKATZEN<<BROOK<BOYER<<<<<<<<<<<<<<<<<
4886383594USA7907212M2401243259586359<384610



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: 001428793

1. The exact name of the limited liability company is: 386 STATE ROAD, LLC

2a. Location of its principal office:

No. and Street: 386 STATE ROAD
 City or Town: VINEYARD HAVEN State: MA Zip: 02568 Country: USA

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

No. and Street: 386 STATE ROAD
 City or Town: VINEYARD HAVEN State: MA Zip: 02568 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:

TO ENGAGE IN A RETAIL AND FOOD SERVICE BUSINESS AND TO ENGAGE IN THE INVESTMENT IN AND OWNERSHIP, DEVELOPMENT, LEASING AND SALE OF REAL ESTATE AND IN ANY ACTIVITIES DIRECTLY OR INDIRECTLY RELATED OR INCIDENTAL THERETO. IN ADDITION, THE LLC MAY ENGAGE IN ANY OTHER ACTIVITY IN WHICH A LIMITED LIABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS MAY LAWFULLY ENGAGE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: S. FAIN HACKNEY
 No. and Street: 106 COOKE STREET
 City or Town: EDGARTOWN State: MA Zip: 02539 Country: USA

I, S. FAIN HACKNEY 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	BROOK KATZEN	386 STATE ROAD VINEYARD HAVEN, MA 02568 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
SOC SIGNATORY	BROOK KATZEN	386 STATE ROAD VINEYARD HAVEN, MA 02568 USA
SOC SIGNATORY	S. FAIN HACKNEY	106 COOKE STREET EDGARTOWN, MA 02539 USA

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	BROOK KATZEN	386 STATE ROAD VINEYARD HAVEN, MA 02568 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 3 Day of March, 2020,
S. FAIN HACKNEY

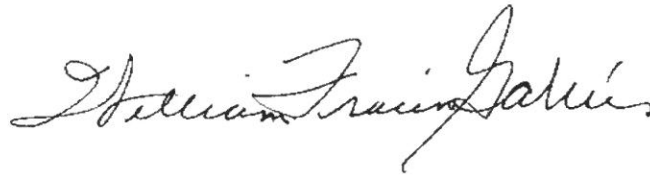
(The certificate must be signed by the person forming the LLC.)

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:

March 03, 2020 04:21 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

LITTLE HOUSE CAFÉ PLAN OF OPERATION

339 State Road, LLC (“the LLC” or the “Restaurant”) intends to continue operating the Little House Cafe in a substantially similar manner to the business that has operated the Little House Café for the last ten years. It plans to operate as a year round, full-service restaurant serving breakfast, lunch, and dinner six days a week between the hours of 7:30 am and 8:30 pm, and possibly brunch on Sundays. During those hours it will also offer food for take-out. The restaurant has seating capacity for thirty-two (32) people, which will continue. A plan showing the interior space and the proposed use of each room is attached.

Service of beer and wine will be similar to that in other full-service restaurants offering such a service. Upon arriving and checking in with a staff member, customers will be escorted to their table and provided with a menu.

Our menu (sample attached), will present the day’s selection and will include the following language to ensure our customers understand the Town’s rules regarding the service of beer and wine:

“THE TOWN OF TISBURY REQUIRES GUESTS TO ORDER A MEAL BEFORE RECEIVING ANY BEER OR WINE BEVERAGE”

The owner of the Restaurant (Brook Katzen) is TIPS certified. All employees handling or serving beer and wine will be TIPS certified within two weeks of being employed by the restaurant or recertified if their certification is more than two years old, and will not serve beer and wine unless certified. Servers will be trained to advise our guests that they may only receive beer and wine beverages while seated at a table after a meal has been ordered. They will also indicate, if necessary, that a single serving of soup, side salad, or other side dish or dessert does not constitute a meal, but multiple servings of the aforementioned may (in the servers’ reasonable judgement). Servers will request identification from all persons who appear to be less than thirty (30) years old and no service will be provided to any customers under the age of 21. The server will also ensure that no customer brings their own beer, wine, or other alcoholic beverage onto the premises.

Upon taking a guest’s order, the server will enter it into our point of sale system, whereby the kitchen will receive the food-related items and the terminal in our wine and beer service area (labeled on the attached plan) will receive the beer and wine order. Beer and Wine will only be stored in the service area and removed by a server for delivery to a guest’s table.

Weather permitting, from approximately May 1st to October 31st, we will provide beer and wine service for the two outdoor picnic tables on the State Road side of the Restaurant, following the same procedures described above.

EMPLOYEE HANDBOOK

About This Handbook

The Little House Café has developed this Employee Handbook to provide a general overview of your employment status and certain policies. This Handbook supersedes any previous handbook or written or unwritten policies or practices. The contents of this Handbook are presented as a matter of information only. While the Little House Café believes wholeheartedly in the plans, policies and procedures described herein, they are not conditions of employment, nor are they promises or guarantees. The Little House Café reserves the right to modify, revoke, suspend, terminate or change, in its sole discretion, any or all such plans, policies, or procedures, in whole or in part, at any time, with or without notice. The language used in this Handbook is not intended to create, nor is it to be construed to constitute, a contract between the Little House Café and any employee or employees. Employment at the Little House Café is at-will and this Handbook is not intended to nor does it alter your status as an employee at-will. Your employment at-will can be changed only by a written employment agreement signed by you and the Company.

As an employee at-will, your employment at the Little House Café is not guaranteed for any specified period of time. You may terminate your employment at any time and we may terminate your employment at any time, in our sole discretion, for any or no reason, with or without any previous notice, and regardless of the date of payment of wages or salary. If you do not provide the Little House Café with two-weeks' prior notice of your departure, however, you may not be eligible for rehire.

This Handbook should not be considered to be the only or final source of information, and you should consult with your supervisor with any questions that you may have about the interpretation of policies in this Handbook. When changes occur, a reasonable effort will be made to notify all supervisors and employees of such changes. The Little House Café will attempt to provide such notification prior to the effective date of any change along with a copy of the revised policy. However, if at any time there is a conflict between a published and the actual policy, the terms of the actual policy will govern.

POLICY ON SERVICE OF BEER AND WINE

All of our employees handling or serving beer or wine must be TIPS certified within two weeks of being employed or recertified if their TIPS certification is more than two years old. If you expect to handle or serve beer or wine as part of your employment at the Little House Café, we will pay for you to become TIPS certified, which can be done online. Our restaurant is dedicated to safe and responsible drinking policies. Your employment may be subject to immediate termination for violation of our policies which should be read as if they incorporate the instructions you have received or will receive in your TIPS training. In other words, although a specific service policy you were taught at TIPS may not be set forth in this manual, you are to assume it is a requirement of your employment.

Our menu advises guests that there will be no service of beer or wine except after they have ordered a meal. Service may be made to the guest only while seated at a table. You are to enforce this policy verbally if any customer attempts to order a drink before ordering a meal and from any location other than seated at a table. If necessary, you will also indicate that a single serving of soup, side salad, other side dish, or dessert is not considered a "meal" for this purpose. An entrée salad, or multiple servings of the above items may be considered a meal (in your reasonable judgement). If you have any doubt please speak to your supervisor.

Other rules include the following:

1. No service will be made except after a customer has ordered a meal while seated at a table and after you have determined that the customer is over 21. No customer may bring their own bottle of beer or wine (or other alcoholic beverage) on to the premises.
2. You will request identification from all persons who appear to be less than thirty (30) years old. Acceptable identification includes a military ID, a passport, a U.S. passport card, a valid (i.e.

not expired) state driver's license containing the birth date of the guest and a photograph of the guest from which you are able to conclude that the license is in fact that of the guest, and a Massachusetts Liquor Identification card.

3. No guest will be served more than one drink at a time. We do not serve beer or wine by the pitcher.

4. No guest who appears to be intoxicated will be served. If any guest appears to have become intoxicated while on the premises, you shall ask if you can assist them in getting home safely. If the guest does not indicate that there is someone with him or her that can assist him or her to get home safely (and you are able to verify the same) you should offer to obtain a taxi for the guest. If the guest resists, you should immediately report the situation to your supervisor who will attempt to reinforce your suggestions and if unsuccessful will attempt to detain the guest until a police officer arrives.

5. No guest will be allowed to remove a drink or a bottle of wine from the premises. A guest shall be permitted to take home a partially consumed bottle of wine when the bottle is resealed by a Manager or Assistant Manager in a tamper-proof bag in accordance with procedures established by State law. If a guest attempts to leave with a bottle of wine, you are to advise him or her of this policy; and if a guest wishes to leave with a partially consumed bottle you are to advise the Manager or Assistant Manager who shall have sole responsibility for sealing the bottle in accordance with State law.

6. No service of beer or wine will be made after 10:00 p.m. (or before 11:00 a.m.) and all unconsumed beer or wine shall be removed from all tables by 10:30 p.m. Hours may be extended if we are open on New Year's Eve.

7. No employee will consume any beer or wine on the premises during the course of his or her employment.

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK AND AT-WILL STATUS

This is to acknowledge that I have received a copy of the Little House Café employee Handbook. I understand that it contains important information on the current policies and practices of the Little House Café and the at-will nature of my employment with the Company. I agree to familiarize myself with all the materials in this Handbook, including, but not limited to the policy on the service of beer and wine.

I recognize that this Handbook supersedes all prior or existing policies and procedures of the Company.

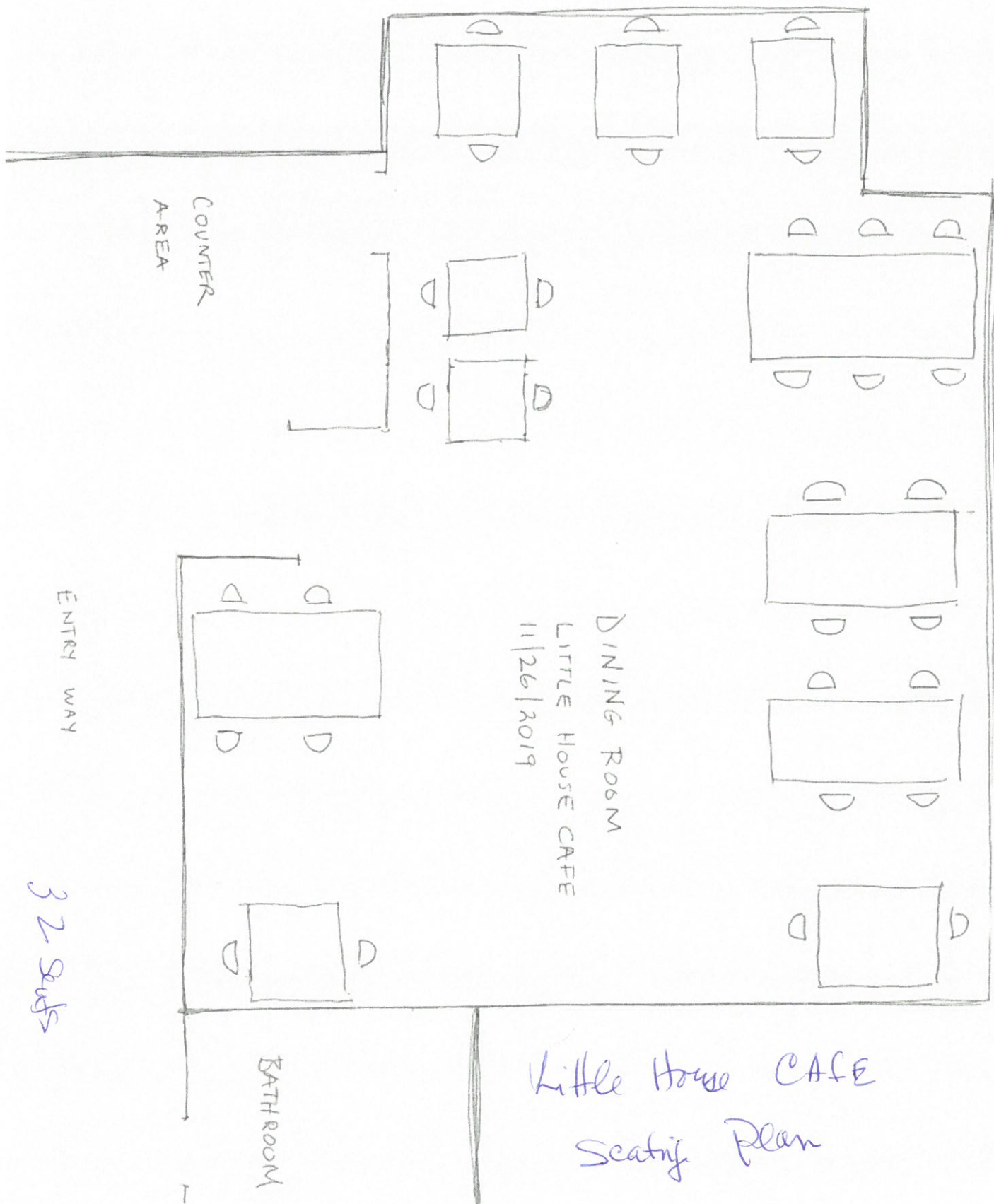
Date:

Employee's Printed Name

Employee's Signature

Little House Cafe
Main Floor Plan







Commonwealth of Massachusetts
Department of Revenue
Kevin W. Brown, Acting Commissioner

mass.gov/dor

Letter ID: L1679580224
Notice Date: March 6, 2020
Case ID: 0-000-792-637



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LITTLE HOUSE CAFE INC
PO BOX 1866
VINEYARD HAVEN MA 02568-0912

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



175553742

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Little House Cafe Inc.
P.O. BOX 4580
VINEYARD HAVEN, MA 02568

EAN: 10022151
March 03, 2020

Certificate Id:35947

The Department of Unemployment Assistance certifies that as of 3/3/2020 ,Little House Cafe 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.

Richard A. Jeffers, Director

Department of Unemployment Assistance

ASSET PURCHASE AGREEMENT

AGREEMENT made this 17th day of January 2020 by and between **LITTLE HOUSE CAFÉ, INC.**, with an address of 339 State Road, Vineyard Haven MA 02568 (hereinafter referenced as the "SELLER") and **BROOK KATZEN**, of 1177 22nd Street NW, Unit 1C, Washington, DC 20037 (hereinafter referenced as the "BUYER").

RECITALS

WHEREAS the SELLER is the owner of the business known as the "Little House Cafe" located at 339 State Road, Vineyard Haven MA 02568 (the "Business"); and

WHEREAS the SELLER desires to sell the assets of the Business and the BUYER desires to purchase the assets of the Business in its name or in the name of an entity owned or controlled by the Buyer, all on the terms and subject to the conditions set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. PURCHASE AND SALE OF ASSETS:

- (a) Subject to the provisions of this Agreement, SELLER agrees to sell, convey, transfer and assign to BUYER, and BUYER agrees to purchase and accept from SELLER, on May 1, 2020 unless otherwise extended by mutual agreement of the parties or as provided herein (the "Time of Closing" or the "Closing"):
 - (i) all tangible personal property and physical assets and equipment, including, without limitation, all kitchen and restaurant fixtures and equipment, computers, product inventory, supplies, furnishings, and other useable materials included in inventory, including, without limitation, the assets described on Exhibit A attached hereto (all such assets being herein called the "Tangible Assets"), and all assignable manufacturer's, distributor's or SELLER'S warranties with respect to the Tangible Assets;
 - (ii) all rights of the SELLER in any governmental licenses, permits, approvals, certificates, authorizations and rights, including without limitation the all alcoholic beverages license and the Licenses described in Exhibit B attached hereto (all of the foregoing, herein collectively called the "Licenses");
 - (iii) Contracts, business agreements, equipment leases, commitments, licenses and other legally binding arrangements made by SELLER, in the ordinary course of

business, consistent with past practices and provided to BUYER as required herein, and which BUYER has agreed to assume as of the Closing;

- (iv) copies of SELLER'S records relating to the assets being sold;
- (v) All customer and vendor lists and e-mail lists, mailing lists, menus and recipes;
- (vi) The goodwill attributable to the business;
- (vii) All of SELLER'S rights in and to all logos, trademarks, service marks, trade names, slogans, non-governmental licenses, intellectual property, trademarks, social media accounts, IP addresses, domain names, websites and other intangible property rights owned by, or licensed to SELLER, including without limitation, the name Little House Café and those identified on Exhibit C attached hereto; and
- (viii) All SELLER'S rights, claims or causes of action against third parties arising under warranties from manufacturers, vendors and others in connection with the Subject Assets (as defined below).

(b) There shall, however, be excluded from such purchase and sale the following property owned by the SELLER:

- (i) The SELLER'S corporate stock record book, corporate record books, including minutes of meetings of directors and stockholders, and such other records as have to do exclusively with the SELLER'S organization or stock capitalization; bank accounts; and any motor vehicles owned by the SELLER.
- (ii) The capital stock of SELLER.
- (iii) Cash and accounts receivable (if any) of SELLER, earned and arising prior to the Closing.

(c) The assets of the SELLER to be sold to and purchased by the BUYER under this Agreement are hereinafter collectively referenced as the "Subject Assets".

2. ASSUMPTION OF LIABILITIES: Notwithstanding any provision in this Agreement or any other writing to the contrary, BUYER is not assuming any liability, obligation or indebtedness of SELLER. All such liabilities, obligations and indebtedness shall be retained by and remain obligations, liabilities and indebtedness of SELLER (all such liabilities, obligations or indebtedness being herein referred to as the "Excluded Liabilities").

3. PURCHASE PRICE AND PAYMENT: The total purchase price to be paid to the SELLER for the Subject Assets shall be established as **THREE HUNDRED**

THOUSAND (\$300,000.00) AND 00/100 (the "Purchase Price") subject to certain adjustments as hereinafter set forth, which sum shall be paid to the SELLER as follows:

\$12,500.00 shall be paid upon execution of this agreement;

\$12,500.00 shall be paid upon expiration of the Due Diligence Period without a Termination Notice having been given;

\$275,000.00 shall be paid at the Time of Closing, by bank check, attorney IOLTA check backed by collected funds or federal wire transfer;

\$300,000.00 TOTAL

If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be the SELLER'S sole and exclusive remedy at law or equity for any breach by the BUYER hereunder.

4. ALLOCATION OF PURCHASE PRICE: The Purchase Price shall be allocated among the Subject Assets as specified in a reasonable manner by BUYER prior to the Closing. After the Closing, BUYER and SELLER agree to make consistent use of the allocation, fair market value and useful life specified by BUYER for all business, tax, accounting and other purposes, including the filing of such reports as may be required by the Internal Revenue Code or any regulation thereunder.
5. THE CLOSING: At the Closing:
 - (a) SELLER shall convey, transfer and assign to BUYER, and shall deliver to BUYER such instruments of transfer and assignment, in form and substance reasonably satisfactory to BUYER and its counsel (the "Transfer Instruments"), and required consents of third parties (if any), as shall be sufficient to convey, transfer and assign the BUYER sole and exclusive right, title and interest in and to all the Subject Assets free and clear of all liens, pledges, encumbrances and claims of third parties; such instruments to include a Bill of Sale;
 - (b) BUYER shall pay the purchase price less any deposit and less the sum of 32% of outstanding gift certificates that have not yet been redeemed and which the BUYER agrees to honor, plus the Replacement Payroll Costs defined in Section 13(j), by federal funds wire transfer, certified, cashier's, treasurer's or bank check(s) or a Massachusetts attorney's client escrow account check. A Schedule of Outstanding Gift Certificates is attached hereto as shall be provided no later than one (1) week prior to Closing.
 - (c) BUYER shall also pay for SELLER's useable inventory, including unopened beer and wine inventory. The value of the useable inventory shall be determined as follows: A full inventory shall be performed after the closing of the Business the night prior to the Closing. The usable inventory shall be valued at the cost to SELLER. SELLER

shall be responsible for paying any amounts due and/or owing for such inventory at or prior to the Closing.

- (d) SELLER shall deliver to BUYER all of SELLER'S files and records which constitute or relate to the Subject Assets and SELLER shall put BUYER in actual possession of the Subject Assets and such files and records.
- (e) SELLER shall execute and deliver to BUYER a Clerk's Certificate authorizing the transactions contemplated by this Agreement and resolutions adopted by the directors and shareholders of SELLER in form and substance satisfactory to BUYER
- (f) SELLER shall transfer all licenses on listed on Exhibit B to BUYER.
- (g) SELLER shall execute and deliver the Closing Certificate;
- (h) SELLER shall deliver a Good Standing Certificate for SELLER;

All such documents to be delivered by SELLER shall be in form and substance satisfactory to BUYER.

6. REPRESENTATIONS AND WARRANTIES: The SELLER represents and warrants to BUYER the following, all of which shall be true and accurate as of and shall survive the Closing:

- (a) SELLER owns sole and exclusive right, title and interest in and to all Subject Assets which will be at the Time of Closing free and clear of all security interests, mortgages, pledges, liens, encumbrances, charges or claims of third parties of any nature whatsoever, all of which shall be released or discharged prior to the Closing. To enable the SELLER to make conveyance as herein provided, the SELLER may, at the Time of Closing, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests pursuant to arrangements satisfactory to BUYER's counsel.
- (b) The Subject Assets represent all assets used in connection with the Business, other than such assets as may be conveyed pursuant to the terms of that certain Purchase and Sale Agreement, dated the date hereof, between BUYER and MCK Group, Inc. (the "Purchase and Sale Agreement").
- (c) All the Subject Assets and the SELLER'S use of the same, comply in all material respects with all applicable ordinances, environmental and other laws. All the Tangible Assets as well as heating, air conditioning, plumbing and any other building systems are and will be, as of the Time of Closing, in good working order and condition and suitable for use in the operation of the Business.
- (d) SELLER is not a party to, subject to or bound by any judgment or order of any court or governmental authority or any contract, commitment, agreement, undertaking, arrangement or restriction which could materially prevent use of the Subject Assets

by SELLER or BUYER, or sale of the Subject Assets by SELLER to BUYER.

- (e) There is no litigation, action, suit, investigation or proceeding pending or, to SELLER'S best knowledge, threatened against SELLER or the Business before or by any court or any other governmental agency and which could (or, with respect to threatened actions, could reasonably be expected to) (i) give rise to any material claim against any of the Subject Assets, (ii) impair SELLER'S ability to perform its obligations under this Agreement, (iii) in any way adversely affect BUYER'S ability to continue to operate the Business as heretofore operated.
- (f) To the best of Seller's knowledge, SELLER has in all material respects conducted the Business in compliance with all applicable federal, regional, state and local laws, ordinances, rules and regulations, and environmental laws. The SELLER has not received any notice concerning any investigation of or any claim alleging the need for an environmental assessment of or any environmentally related work, repairs, construction, alterations or installations related to the Business.
- (g) The execution, delivery and performance of this Agreement by the SELLER and the consummation of the transactions contemplated hereby will not (i) require the consent, approval or authorization of any third party; (ii) conflict with or result in a breach or termination of any agreement or other instrument to which the SELLER is a party, or by which SELLER may be bound or (iii) violate any judicial or administrative order, award, judgment or decree applicable to the SELLER.
- (h) As of the Time of Closing, SELLER will have no outstanding accounts payable with respect to its operations. SELLER will indemnify and hold Buyer harmless for any claims made against SELLER relating to SELLER'S accounts payable.
- (i) SELLER has duly filed with the appropriate governmental agencies, all tax returns and reports required to be filed. All such returns and reports are accurate and complete; and the SELLER has paid in full all taxes, interest, penalties and assessments due and owing. The SELLER has made all withholdings of tax required to be made under all applicable tax regulations, including meals and sales taxes, and such withholdings have either been paid to the appropriate governmental agencies or set aside in accounts for such purpose or accrued, reserved against and entered upon the books of the SELLER. SELLER has paid all FICA and other employment related taxes related to the Business.
- (j) SELLER is not a party to any pending action or proceeding, or to the best of SELLER's knowledge, is any action or proceeding threatened, by any governmental authority for assessment or collection of taxes and no claim for assessment or collection of taxes has been asserted against the SELLER.
- (k) Neither the SELLER nor any other party is in material default with respect to any contract or agreement to be assumed by BUYER.

- (l) No representation or warranty by SELLER in this Agreement and no document, statement, certificate or schedule furnished to BUYER by or on behalf of SELLER pursuant hereto, or in connection with the transactions contemplated hereby, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein not misleading. There is no fact which materially adversely affects the condition (financial or otherwise), properties, business or prospects of the Business.
- (m) There are no controversies pending or threatened between the SELLER and any of its employees. The SELLER has complied with all laws relating to the employment of labor, including any provisions thereof relating to wages, hours, collective bargaining and the payment of social security and similar taxes, and the SELLER is not liable, with respect to its operation of the Business, for any arrears of wages or any taxes or penalties for failure to comply with any of the foregoing. To the best of the SELLER's knowledge, there are no organizational efforts presently being made or threatened by or on behalf of any labor union with respect to the SELLER's employees.
- (n) The Business is and has always been in compliance with all applicable laws and SELLER does not have any basis to expect and has not received any notice, order or other communication from any government, governmental agency or instrumentality of any alleged, actual or potential violations of or failure to comply with any law.
- (o) SELLER is a Massachusetts corporation validly existing and in good standing under the laws of the Commonwealth of Massachusetts and is duly qualified to transact business;
- (p) SELLER has the corporate power and authority to execute, deliver, and perform this Agreement, and all other agreements, documents and instruments to be executed and delivered by SELLER pursuant hereto (collectively, the "Seller Agreements") and to own the Subject Assets and operate the Business prior to the consummation of the transaction contemplated hereby.
- (q) SELLER has taken all necessary corporate and shareholder action to authorize the execution, delivery and performance by SELLER of this Agreement and the Seller Agreements.
- (r) There is no litigation, action, suit, investigation or proceeding pending or, to SELLER'S best knowledge, threatened against SELLER before any court or any other governmental agency and which could (or, with respect to threatened actions, could reasonably be expected to) impair SELLER'S ability to perform its obligations under this Agreement;
- (s) Seller has paid all corporate excise tax, meals tax, or any other department of revenue related expenses and has filed all tax returns required by law and paid all taxes including but not limited to sales tax.

- (f) All financial statements and information provided (and to be provided) by SELLER to BUYER fairly present the financial condition of the SELLER on the respective dates thereof and the results of the SELLER's operations for the respective periods covered thereby.

These representations and warranties shall also be true and correct as of the Time of Closing, and SELLER shall deliver to BUYER at the Closing a Certificate representing that all of the representations and warranties of SELLER contained herein are true and correct as of the Time of Closing (the "Closing Certificate").

7. ARTICLE V - POST-CLOSING COVENANTS:

- (a) Notices of Certain Events; Continuing Disclosure. SELLER agrees that it shall promptly notify BUYER of:

- (i) any notice or other communication from any person alleging that the consent of such person is or may be required in connection with the transactions contemplated by this Agreement;
- (ii) any notice or other communication from any governmental or regulatory agency or authority in connection with the transactions contemplated by this Agreement; and
- (iii) any actions, suits, claims, investigations or proceedings commenced or, to SELLER'S knowledge threatened against, or relating to or involving or otherwise affecting SELLER or the Business or that relate to the consummation of the transactions contemplated by this Agreement.

- (b) Payment of Obligations. Subsequent to the Closing, SELLER shall pay all of the Excluded Liabilities in the ordinary course of business as they become due. SELLER agrees that SELLER shall maintain sufficient net worth and liquidity after the Closing in order to satisfy such Excluded Liabilities.

8. CONDUCT OF BUSINESS PRIOR TO CLOSING: SELLER shall: (a) refrain from making any sale, lease, transfer or other disposition of any of the Subject Assets other than in the normal course of business at fair market value in connection with replacements of equal or greater value without the prior written approval of BUYER, which approval will not be unreasonably withheld; (b) maintain insurance on the Tangible Assets as currently insured; (c) not permit any of the Licenses to expire or to be surrendered or voluntarily modified, or take any action which could cause any governmental authority to institute proceedings for the suspension, revocation or limitation of rights under any License; or fail to prosecute with due diligence any pending applications to any governmental authority; (d) notify BUYER in writing immediately upon learning of the institution or threat of any action against the SELLER in any court, or any action against the SELLER before any governmental agency and notify BUYER in writing promptly upon receipt of any administrative or court order relating to the Subject Assets or the SELLER; (e) pay or cause to be paid or provided for when due all income, property, sales, use, franchise, excise, social security, withholding, worker's

compensation and unemployment insurance taxes and all other taxes of or relating to the SELLER, the Subject Assets and the employees required to be paid to city, county, state, federal and other governmental units up to the Time of Closing; (f) not execute any agreements or contracts with third parties which will be binding on BUYER after the Closing without first obtaining BUYER's prior written consent

9. DUE DILIGENCE: BUYER shall, at BUYER's sole discretion and expense, undertake, to the extent deemed necessary by BUYER, a due diligence review and inspection of the Business, the Subject Assets, the Premises and the financial records of Business from the date hereof until 5:00 PM on February 15, 2020 (the "Due Diligence Period"):

(a) SELLER shall make the premises leased by SELLER and located at 339 State Road in Tisbury, Massachusetts (the "Premises") available for inspection by BUYER or its agents at reasonable time and upon reasonable notice.

(b) SELLER agrees to make available to the BUYER within one (1) week of this Agreement, the following:

- (i) Annual Statements of Operations (including profit and loss statements) and Income Tax returns of the Business for fiscal years 2016, 2017, 2018 and current year's preliminary statements of operations for all of 2019 to date.
 - (ii) A list and copies of all agreements, permits, management agreements, employment contracts, service contracts, leases and other contracts, permits, licenses and agreements relating to the Business, including all amendments and modifications thereto.
 - (iii) All architectural and construction plans, as-built documents, and existing title insurance policies relating to the Premises.
 - (iv) Copies of the two (2) most recent property tax bills on the Premises.
 - (v) A listing of all marketing programs and efforts from past years;
 - (vi) A list of all outstanding gift certificates;
 - (vii) Any data and information requested by BUYER with respect to the POS system.
- (c) BUYER shall have the right at any time to request, in writing, any additional books, records or accounts of the Business, not previously provided to BUYER, or to perform any inspections or investigations, that BUYER deems necessary to complete BUYER's due diligence review.

- (d) If, as a result of BUYER's due diligence review, BUYER determines, in BUYER's sole discretion, that BUYER is not satisfied with the results of BUYER's due diligence review, BUYER shall have the right by written notice given to BUYER on or before the end of the Due Diligence Period that BUYER desires to terminate this Agreement and the Purchase and Sale Agreement (a "Termination Notice"). In the event that such a Termination Notice is timely given all deposits under this Agreement and the Purchase and Sale Agreement shall be promptly returned without recourse to either party.

10. CONDITIONS TO CLOSING: In addition to all other conditions of this Agreement, SELLER and BUYER'S obligation to consummate the transactions contemplated by this Agreement is subject to satisfaction at the Time of Closing of each of the following conditions precedent:

- (a) The Subject Assets shall not have been materially, adversely affected by fire, accident or other casualty. If the said assets shall have been damaged by fire or casualty insured against, and if BUYER chooses in BUYER's sole discretion to proceed with the transaction, then the SELLER shall, at the option of the BUYER, either pay over or assign to the BUYER, at the Closing, all amounts recovered or recoverable on account such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or the parties will make a reasonable adjustment for the value of the affected property. BUYER shall have the right to inspect same immediately prior to the Closing to confirm compliance with this clause.
- (b) The Manager of the all alcoholic beverages restaurant license held by the SELLER and used in connection with the Business shall have been transferred to BUYER or BUYER's nominee. The BUYER and SELLER shall cooperate in changing the Manager of the all alcoholic beverages restaurant license held by the SELLER to BUYER or BUYER's nominee. The Buyer shall be responsible for all costs and fees attributable to the transfer.

11. INDEMNIFICATION:

- (a) The SELLER shall from and after the Time of Closing indemnify, defend, reimburse, and hold harmless BUYER and its employees, agents, owners and affiliates from and against all claims, losses, damages, costs (including, without limitation, court costs and reasonable attorneys' fees), expenses, obligations and liabilities suffered, incurred or sustained by BUYER on account of: (i) the SELLER'S failure to pay and perform promptly when due all of its obligations, liabilities and debts, (ii) any liability of the SELLER relating to the Business or the Subject Assets not specifically assumed by BUYER hereunder; (iii) any inaccuracy in or breach of any representation or warranty of SELLER contained in this Agreement; (iv) any breach or nonfulfillment of any covenant or obligation of SELLER contained in this Agreement or any SELLER Transfer Instrument; (v) any liability or obligation of the Business existing at the Time of Closing and not explicitly assumed by the BUYER in writing for which claim is made against the BUYER;

- (b) If the Closing occurs, BUYER shall indemnify, reimburse and hold harmless SELLER from and against all claims, losses, damages, costs (including, without limitation, court costs and reasonable attorneys' fees), expenses and liabilities suffered, incurred or sustained by SELLER from and after the Closing, on account of (a) any inaccuracy in or breach of any representation or warranty of BUYER contained in this Agreement; (b) any breach or nonfulfillment of any covenant or obligation of BUYER contained in this Agreement.

12. COVENANTS TO SURVIVE CLOSING: Notwithstanding any investigation made by either BUYER or SELLER, all covenants, agreements, representations and warranties contained in this Agreement and in any other instruments which may be delivered pursuant hereto or in connection with the transactions contemplated hereby and which are referred to herein or in any other agreements, documents and instruments delivered by or on behalf of the SELLER or BUYER after the date hereof and at or prior to the Time of Closing, shall be deemed to be material and to have been relied upon by BUYER or SELLER, as applicable, and shall survive the Closing and the consummation of the transactions contemplated hereby.

13. MISCELLANEOUS:

- (a) Law Governing: This Agreement shall be construed under and governed by the laws of The Commonwealth of Massachusetts.
- (b) Risk of Loss: The risk of loss by force majeure or for any other reason to SELLER'S Business or property between the date of this Agreement and the Closing shall be on SELLER.
- (c) Assignment: This Agreement shall not be assignable by the SELLER or BUYER without the prior written consent of the other, provided that BUYER may assign its rights and delegate its obligations, without recourse to one or more partnerships, corporation or other business entities in which the BUYER has an interest or under common control with BUYER.
- (d) Entire Agreement: This Agreement and any other documents and agreements entered into in connection herewith and referred to herein or set forth the entire understanding between the parties relating to the subject matter hereof.
- (e) Severability: If any term or provision of this Agreement or the application thereof to any circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.
- (f) Counterparts: This Agreement may be executed in multiple counterparts, with the same force and effect as if all the signatures thereto appeared on the same instrument.
- (g) Taxes: Any sales taxes payable by reason of transfer and conveyance of the Subject Assets hereunder shall be paid by SELLER. SELLER shall have paid all Mass DOR

obligations, Federal IRS obligations, Massachusetts sales and meals tax obligations, and all other tax obligations through the Closing.

- (h) Mail: SELLER agrees that following the Closing all mail, telephone inquiries, returns, supplies or materials addressed to SELLER relating to the Subject Assets shall be promptly delivered or referred to BUYER. BUYER shall promptly deliver or refer to SELLER all mail or telephone inquiries relating to SELLER'S obligations hereunder.
- (i) Training: SELLER agrees to provide appropriate and sufficient on-site training to the BUYER before the Closing. Prior to the Closing, beginning on April 1st, 2020 and continuing until the Closing or earlier termination of this Agreement, SELLER and its principals shall provide such-on site training as BUYER reasonably requests up to a maximum of 40 hours per week. SELLER agrees to recruit and train new employees, as agreed to with the BUYER, in order to maintain proper staffing and a smooth transition after Closing, including a breakfast line cook and a baker. For the hours before the Closing, BUYER shall pay for all direct payroll costs (excluding recruitment costs) associated with these two replacement employees (the "Replacement Payroll Costs") as an adjustment at Closing. After the Closing, SELLER and its principals shall be reasonably available to provide operational support as needed for one month after Closing for no additional compensation, not to exceed a total of 40 hours in the first week, 30 hours in the second week, 20 hours in the third week, and 10 hours in the fourth week.
- (j) Broker's Services. SELLER and BUYER each represents to the other, that they have not dealt with any real estate broker, salesperson, finder or other person entitled to a commission or fee in connection with this transaction except The Business Exchange which is to be paid a commission from the SELLER, according to a separate listing agreement. The SELLER and BUYER each agrees to hold the other harmless from, and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation. This paragraph shall survive delivery of the Bill of Sale and Assignment Agreement or termination of this Agreement.
- (k) Simultaneous Closing. BUYER's and SELLER's obligations hereunder are contingent on the simultaneous closing of the transaction as described in the Purchase and Sale Agreement. Any extension of the closing date and time of that transaction will automatically result in the same extension under this Agreement. Any termination of the transaction contemplated under the Purchase and Sale Agreement shall be deemed a termination of this Agreement.
- (l) Deposits. All deposits made hereunder shall be held, in escrow, by Edmond G. Coogan Law Office, P.C. in a non-interest-bearing account, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this Agreement pending written instructions

mutually given by the SELLER and the BUYER or order of court of competent jurisdiction.

14. NOTICES: All notices required or permitted to be given hereunder shall be in writing and delivered by hand or mailed postage prepaid, by registered or certified mail, or shall be sent by fax or electronic mail, addressed in the case of SELLER to Geoghan E. Coogan, Esq., Edmond G. Coogan Law Office, P.C., P.O. Box 1639, Vineyard Haven, MA., 02568, fax no. (508) 693 -7316, e-mail: cooganlaw@gmail.com; and in the case of the BUYER to S. Fain Hackney, Reynolds, Rappaport, Kaplan & Hackney, LLC, P.O. Box 2540, 106 Cooke Street, Edgartown, MA 02539; fax no. (508) 627-3088; e-mail: fhackney@rrklaw.net, or in the case of either party to such other address as shall be designated by written notice given to the other party. Any such notices shall be deemed given when so delivered by hand, by facsimile transmission or electronic mail or if so mailed, when deposited with the U.S. Postal Service, postage prepaid.
15. FURTHER ASSURANCES: Each party hereto shall use best efforts to comply with all requirements imposed hereby on such party and to cause the transactions contemplated hereby to be consummated as contemplated hereby and shall, from time to time and without further consideration, after the Closing, execute such further instruments and take such other actions as any other party hereto shall reasonably request in order to fulfill its obligations under this Agreement and to effectuate the purposes of this Agreement and to provide for the orderly and efficient transition of the Business to BUYER. Each party shall promptly notify the other party of any event or circumstance known to such party which would indicate a breach or non-compliance with any of the terms, conditions, representations, warranties or agreements of any of the parties to this Agreement.
16. COSTS AND EXPENSES: Except as otherwise expressly provided herein, each party shall bear its own expenses in connection herewith. Any and all transfer, sales, use, documentary and similar taxes and recording and filing fees incurred in connection with the transactions contemplated herein shall be borne by SELLER and not by BUYER.
17. AMENDMENT, MODIFICATION AND WAIVER. The parties may amend or modify this Agreement in any respect. Any such amendment or modification shall be in writing. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision hereof.
18. HEADINGS: The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.


IN WITNESS WHEREOF, the SELLER and BUYER have caused this Agreement to be executed by their respective duly authorized representatives, as of the day and year first above written.

SELLER:

BUYER:

LITTLE HOUSE CAFÉ, INC.

By: _____
JENIK KHELALFA MUNAFO
ITS: PRESIDENT

 1/17/20
BROOK KATZEN

By: 
MERRICK CARREIRO
ITS: TREASURER

IN WITNESS WHEREOF, the SELLER and BUYER have caused this Agreement to be executed by their respective duly authorized representatives, as of the day and year first above written.

SELLER:

BUYER:

LITTLE HOUSE CAFÉ, INC.

By: 
JENIK KHELALFA MUNAFO
ITS: PRESIDENT

 1/17/20
BROOK KATZEN

By: _____
MERRICK CARREIRO
ITS: TREASURER

Exhibit A
Tangible Assets

Little House Café Assets

Equipment	Year Purchased	Condition
Gas Griddle 36" or 48	2018	new
6 Burner Gas Range	2018	new
6 Burner Electric Range	2017	new
Electric Convection Oven	2017	new
Walk-In Condenser Unit	2017	new
Hi Temp Dishwasher	2017	new
Display Refridgerator	2018	new
Display Refridgerator	2016	new
Display Refridgerator	2015	new
Hood w/ Fire Supression	2010	new
Gas Vertical Rotisserie	2010	new
Gas Fryorlator	2010	new
Espresso Machine	2010	new
Espresso Machine	2018	used
Ice Machine	2010	used
Sandwich Refridgerator Unit (2)	2015	new
Sandwich Refridgerator Unit	2010	new
Counter Refridgerator Unit	2010	new
Counter Refridgerator Unit	2017	used
20 Quart Mixer	2010	new
Deli Slicer	2015	used
Chest Freezer Units (4)	2015,16,18	new
Upright Freezer	2015	new
Upright Refrigerator (2)	2017	used
Microwave oven (3)	2018, 2017	new
Comercial Blenders (2)	2,016	new
Robocoup Food Processor	2010	new
Furniture		
Dining Room Tables (11, various sizes)	2010	new
Dining Room Chairs (32)	2010	new
Stainless Steel Work Tables (9, various sizes)	various	new
Cabinets and Shelving (various)		
Picnic Tables and Outdoor Benches	2015,16	new
Umbrellas	2018	new
Shelving in Kitchen and Basement		
Custom Built Counters and Shelves		
Other		
Plates and Utensils for Service		new
All Small Wares, and Pots, Pans		new
Cooking Utensils and Bowls		new
Window Unit Air Conditioners (2)	2018	new
Vacuum Cleaner	2017	new
Heavy Duty Steam Cleaner	2015	new
Dehumidifier (3)	2015,16,17	new

Leasehold Improvements

Includes complete renovation of upstairs and basement prep kitchen.

Also extensive improvements to dining room, bathroom and outdoor areas.

Sound Proofing in Dining Room

Propane Fireplace in Dining Room

Installed New Windows in Entire Building

Hand Sinks (2)

Water Ejector Pumps (2)

Grease Traps (3)

3 Bay Sink

2 Bay sink

Landscaping Redesign of Front Yard

Stone Patio

Irrigation System

Installed 2nd Electric Meter

New Septic System

Installed New A/C - Heat Pump Condensor 2014

Outdoor Lighting

All New Fences

Basement Addition/Renovation:

Includes Service Entrance to Basement

Prep Kitchen Area

Baking Area

Storage

Walk-In Refrigerator

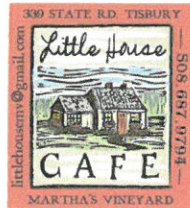
Exhibit B

Licenses

- 1) Beer and Wine License
- 2) Common Victualer's License
- 3) Food Permit

Exhibit C
Intangible Assets

Logos:



Trade Name:

“Little House Café” or “Little House Cafe”

Social Media Accounts:

Facebook: Little House Cafe, @LittleHouseCafe

Instagram: littlehousemv

Twitter: @LittleHouseMV

Website / Domain:

www.littlehousemv.com

Email Account:

littlehousemv@gmail.com

Exhibit D
Gift Certificates

To be provided by Seller no later than one (1) week prior to Closing.

FOR BOARD OF HEALTH USE ONLY

Date Received

Date Inspected

Approved by

Permit # Issued

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF TISBURY

Food Establishment Permit Application*(Application must be submitted at least 30 days before the planned opening or expiration date of current permit)*

1. Establishment Name: Little House Cafe													
2. Establishment Address: 339 State Road, Vineyard Haven, MA 02568													
3. Establishment Mailing Address: PO Box 4580, Vineyard Haven, MA													
4. Establishment Telephone No: 508-687-9794													
5. Applicant Name & Title: 339 State Road, LLC (Brook Katzen, Owner)													
6. Applicant Address: 82 South Road, Chilmark, MA 02535													
7. Applicant Telephone No: 202-492-3072 Email Address: brook@katzencompanies.com													
8. Owner Name & Title (if different from applicant):													
9. Owner Address (if different from applicant):													
10. Establishment Owned By: <input type="checkbox"/> An Association <input type="checkbox"/> A Corporation <input type="checkbox"/> An Individual <input type="checkbox"/> A Partnership <input checked="" type="checkbox"/> Other Legal Entity <u>LLC</u>	11. If a Corporation or Partnership, give name, title and home address of officers or partner. <table><tr><td><u>Name</u></td><td><u>Title</u></td><td><u>Home Address</u></td></tr><tr><td colspan="3"><hr/></td></tr><tr><td colspan="3"><hr/></td></tr><tr><td colspan="3"><hr/></td></tr></table>	<u>Name</u>	<u>Title</u>	<u>Home Address</u>	<hr/>			<hr/>			<hr/>		
<u>Name</u>	<u>Title</u>	<u>Home Address</u>											
<hr/>													
<hr/>													
<hr/>													
12. Person Directly Responsible for Daily Operations (Owner, Person in Charge, Supervisor, Manager, etc.) Name & Title: Brook Katzen, Owner Address: 82 South Road, Chilmark, MA 02535 Telephone No: 202-492-3072 Emergency Telephone No: Fax:													
13. District or Regional Supervisor (if applicable) Name & Title: Address: Telephone No: Fax:													

Food Establishment Information

14. Water Source: Town Water		15. No. of Inside Seats: 32	
Sewage Disposal: Septic		No. of Outdoor Seats: 8 (2 picnic tables)	
16. Days and Hours of Operation: 7 days/week, 10 am – 10 pm		17. No. of Food Employees: 8	
18. Name of Person in Charge Certified in Food Protection Management: Brook Katzen Required as of 10/1/2001 in accordance with 105 CMR 590.003(A). Please attach copy of certificate.			
19. Person Trained in Anti-Choking Procedures (if 25 seats or more): Yes No			
20. Location <input checked="" type="checkbox"/> Permanent Structure <input type="checkbox"/> Mobile		22. Establishment Type (check all that apply) <input checked="" type="checkbox"/> Retail (Sq. Ft.) <input type="checkbox"/> Caterer <input checked="" type="checkbox"/> Food Service – <input type="checkbox"/> Food Delivery <input checked="" type="checkbox"/> Food Service – Takeout <input type="checkbox"/> Residential Kitchen for Retail Sale <input type="checkbox"/> Food Service – Institution (Meals/Day) <input type="checkbox"/> Residential Kitchen for Bed & Breakfast Home <input type="checkbox"/> Other (Describe) <input type="checkbox"/> Residential Kitchen for Bed & Breakfast Establishment <input type="checkbox"/> Frozen Dessert Manufacturer	
21. Length of Permit <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Seasonal <input type="checkbox"/> Temporary - Dates of Operation for Seasonal or Temporary Permits:			
23. Food Operations: (Check all that apply)		Definitions: PHF – potentially hazardous food (time/temperature controls required) Non-PHF's – non –potentially hazardous food (no time/temperature controls required) RTE – ready to eat foods (ex. Sandwiches, salads, muffins which need no further processing)	
<input type="checkbox"/> Sale of Commercially Pre-Packaged Non-PHF's	<input checked="" type="checkbox"/> PHF Cooked to Order	<input type="checkbox"/> Hot PHF Cooked and Cooled or Hot Held for more than a single meal service	
<input type="checkbox"/> Sale of Commercially Pre-Packaged PHF's	<input type="checkbox"/> Preparation of PHF's for Hot and Cold Holding for Single Meal Service	<input type="checkbox"/> PHF and RTE Foods Prepared for Highly Susceptible Population Facility	
<input type="checkbox"/> Delivery of Packaged PHF's	<input type="checkbox"/> Sale of Raw Animal Foods Intended to be Prepared by Consumer	<input type="checkbox"/> Vacuum Packaging/Cook Chill	
<input type="checkbox"/> Customer Self-Service	<input type="checkbox"/> Reheating of Commercially Processed Foods for Service within 4 hours	<input type="checkbox"/> Use of Process Requiring a Variance and/or HACCP Plan (including bare hand contact Alternative, time as a public health control)	
<input type="checkbox"/> Customer Self-Service of Non-PHF and Non-Perishable Foods Only	<input type="checkbox"/> Ice Manufactured and Packaged for Retail Sale	<input type="checkbox"/> Offers Raw or Undercooked Food of Animal Origin	
<input checked="" type="checkbox"/> Preparation of Non-PHF's	<input type="checkbox"/> Juice Manufactured and Packaged For Retail Sale	<input type="checkbox"/> Prepares Food/Single Meals for Catered Events or Institutional Food Service	
<input type="checkbox"/> Offers RTE PHF in Bulk Quantities	<input type="checkbox"/> Retail Sale of Salvage, Out of Date or Reconditioned Food	To be completed by the Board of Health Total Permit Fee: Payment is due with application	

I, the undersigned, attest to the accuracy of the information provided in this application and I affirm that the food establishment operation will comply with 105 CMR 590.000 and all other applicable law. I have been instructed by the Board of Health on how to obtain copies of 105 CMR 590.000 and the Federal Food Code.

24. Signature of Applicant: _____
Pursuant to MGL Ch.62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed
All state tax returns and paid state taxes required under law.

25. Social Security Number or Federal ID: _____

26. Signature of Individual or Corporate Name: _____