



License Transactions:

New Wine and Malt Retail Package Store License

Little Shop of Olive Oils, Inc.
5 Main Street
Franklin, MA 02038

The applicant is seeking a New Wine and Malt Retail Package Store License to be located at 5 Main Street, Franklin MA. The License Manager will be Michael Wilkinson.

All Departments have signed off on this application.

MOTION to approve the request by Little Shop of Olive Oils, Inc. for a new Wine and Malt Retail Package Store License and approve the Manager, Michael J. Wilkinson.

DATED: _____, 2019

VOTED:

UNANIMOUS: _____

YES: _____ **NO:** _____

ABSTAIN: _____

ABSENT: _____

RECUSED: _____

A True Record Attest:

Teresa M. Burr, CMC
Town Clerk

, Clerk
Franklin Town Council

**NOTICE OF PUBLIC HEARING
FRANKLIN, MA**

**NOTICE OF PUBLIC HEARING
FRANKLIN, MA
New Wine and Malt Retail Package Store License - The Little
Shop of Olive Oils, Inc.**

The Franklin Town Council will hold a Public Hearing on an application by The Little Shop of Olive Oils, Inc., located at 5 Main Street, Franklin, MA for New Wine & Malt Retail Package Store License. The hearing will be held on Wednesday, November 13, 2019 at 7:10 PM in the Council Chambers, second floor of the Municipal Building, 355 East Central Street, Franklin, MA. Information on this application may be obtained in the Town Administrator's Office.

Town of Franklin

355 East Central Street
Franklin, MA 02038



RETAIL PACKAGE APPLICATION (Select all that apply)

NEW/ANNUAL FEE: \$2,500 ALL ALCOHOL, \$1,500 WINE & MALT,

\$500 LICENSE MODIFICATION (Changes to Alcohol Licenses)

Date: 9/9/19

Business Owner: Michael J Wilkinson
First Middle Initial Last

Address: 23 Broken Tree Rd Medway MA 02053 Telephone #: _____
Town/City zip

Email Address: Mike@shopEVOO.com

Name of Business: The Little Shop of Olive Oil

Business Location: 5 Main St. Franklin MA 02038 Telephone #: _____

Corporation Name: (If applicable) _____

Address: 5 Main St. Franklin MA 02038 FID # _____
Town/City zip

Manager Name: Michael J Wilkinson
First Middle Initial Last

Address: 23 Broken Tree Rd Medway MA 02053

Date of Birth: _____ Social Security Number: _____

Description of premises:

Gourmet Foods, Olive Oil + Balsamic Vinegar

Sq. Footage 1100

Hours of Operation: 11-6 Tue.-SAT Sun 11-4pm

I hereby state that all information provided on this application is true and accurate.

Applicant signature: [Signature]

Common Victualer Licenses are issued in conformity with the authority granted by General Laws, Chapter 140 and amendments thereto. All licenses expire December 31 of each year.

The Town Administrator's office upon receipt will forward copies of all applications to the following departments for their review and recommendations.

Police Chief (508-528-1212) Shall initiate a background check of the proposed manager and review the application to determine if, in his opinion, any public safety hazard would exist by reason of the location or the hours of operation.

Signoff: Yes/No _____ N/A **Conditions:** _____

Fire Chief (508-528-2323) or his designate, Shall review and examine the proposed business location to determine if, in their opinion, any public safety hazard would exist by reason of the location, and that the proposed premises meets all fire safety regulations.

Signoff: Yes/No _____ N/A **Conditions:** _____

Building Inspection (508-520-4926) Shall examine and review the proposed business location to determine if, in their opinion, any public safety hazard would exist by reason of the location, and that the proposed premises meet all building safety regulations and building codes.

Signoff: Yes/No _____ N/A **Conditions:** _____

Zoning Officer (508-520-4926) Shall examine and review proposed business location to determine if it conforms to all zoning regulations and bylaws.

Signoff: Yes/No _____ N/A **Conditions:** _____

Board of Health (508-520-4905) Shall examine and review proposed business location to determine if, the premises meets and conforms to the provisions of the State Sanitary Code and any local regulations of the Board of Health and that all necessary health permits have been obtained.

Signoff: Yes/No _____ N/A **Conditions:** _____

Treasurer's Office (508- 520-4950) Shall examine their records to see that all taxes and fees due to the Town of Franklin are up to date for both the applicant and owner of property to be used for proposed business.

Signoff: Yes/No _____ N/A **Conditions:** _____

Each of Departments Shall make whatever recommendations it deems necessary to the **Town Administrator's office** (508-520-4949) after review of such application, recommending such measures or restrictions on the issuance of any license as may be necessary to protect the public peace, health, safety or general welfare of the community.

LICENSE **APPROVED – Condition (s)** _____

DECLINED – Reason (s) _____

DATE _____

TOWN ADMINISTRATOR SIGNATURE: _____

NEW LICENSE

To apply for an alcoholic beverages retail license, you will need the following:

- **New Retail 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**
- **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**
- **Abutter's Notification**
- **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

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



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

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

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

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

Your Information

Payment

Receipt

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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

Transaction Processed Successfully.

INVOICE #: [REDACTED]

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	The Little Shop of Olive Oils	\$200.00
		\$200.00

Date Paid: 9/30/2019 12:47:39 PM EDT

Payment
On Behalf

Total Convenience Fee: \$4.70

Total Amount Paid: \$204.70

Of

License Number or Business Name:

The Little Shop of Olive Oils

Fee Type:

FILING FEES-RETAIL

Billing Information

First Name:

michael

Last Name:

wilkinson

Address:

City:

State:

MA

Zip Code:

Email Address:



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: *(number will be assigned)*

ARTICLE I

The exact name of the corporation is:

Little Shop of Olive Oils Inc.

ARTICLE II

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

ARTICLE III

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
STK	\$0.00000	0	\$0.00	0

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

ARTICLE IV

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

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

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

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

ARTICLE VII

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

Later Effective Date: 09/13/2016 Time: 04:00 PM

ARTICLE VIII

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

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

Name: Tracey Wilkinson
 No. and Street: _____
 City or Town: _____ State: MA Zip: 02053 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
Vice President	Tracey Wilkinson	
President	Michael Wilkinson	
Treasurer	Tracey Wilkinson	
Secretary	Tracey Wilkinson	
Director	Tracey Wilkinson	

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

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

Specialty Food and Gifts

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: _____
 City or Town: _____ State: MA Zip: _____ Country: USA

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

No. and Street: _____
 City or Town: _____ State: MA Zip: _____ Country: USA
which is
 its principal office
 an office of its secretary/assistant secretary
 an office of its transfer agent
 its registered office

Filer's Contact Information

(Enter a contact name, mailing address, and email and/or phone number.)

Contact Name: Tracey WilkinsonBusiness Name: Little Shop of Olive Oils Inc

No. and Street:

City or Town:

State: MA

Zip:

Country: USA

Contact Phone:

Contact Email:

Please provide an email address to receive an expedited response from the Corporations Division.

If the filing is rejected for any reason, you will be contacted. If no email address is provided, correspondence from the Division will be sent by mail.

Signed this 12 Day of September, 2016 at 12:11:52 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

Tracey Wilkinson

**LEASE 5 MAIN STREET
FRANKLIN, MA 02038**

**FOURZOL LLC, LESSOR and THE
LITTLE SHOP OF OLIVE OILS, INC.,
LESSEE**

LEASE and Guarantee, 5 Main Street, Franklin, MA 02038

1. **PARTIES:** LESSOR, which expression shall include Fourzol LLC, a Massachusetts limited liability company with a principal address at 480 Summer Street, Westwood, MA 02090, (together with its successors, and assigns where the context so admits, the ("LESSOR")) does hereby lease to The Little Shop of Olive Oils, Inc. a Massachusetts corporation having a principal office at 23 Broken Tree Road, Medway, MA 02053.
2. **PREMISES:** LESSOR hereby leases to LESSEE and the LESSEE hereby leases the following described premises (herein sometimes referred to as the "Premises", "Demised Premises" or the "leased premises"): the 1100 square foot suite on the street floor of the building known and numbered as 5 Main Street, Franklin, MA 02038, including together with the right to use in common with others entitled thereto, the parking lot and other common areas. The Premises are shown on the floor plan attached hereto as Exhibit A.
3. **TERM:** The initial term of this lease shall be for three (3) years, starting April 1, 2017 and ending March 31, 2020. Tracey and Michael Wilkinson shall guarantee the lease for the first 2 years, the guarantee shall thereafter be a rolling 6-month guarantee for the remaining base term and option years.
4. **Automatic Renewal Option:** Provided the obligations of LESSEE under this Lease shall then be current and not in default beyond all applicable notice and grace periods, this lease shall automatically renew for up to two separate, successive three (3) year terms unless LESSEE notifies LESSOR in writing no later than three (3) months prior to the end of the then existing lease term (i.e. three (3) months prior to the end of the initial term and three (3) months prior to the end of the first extension term, respectively) of LESSEE's intent to not renew. Prior to the automatic renewal to extend the original term, the expression "the term of this Lease" or any equivalent expression shall mean the original term; after any automatic renewal, the expression "the term of this Lease" or any equivalent expression shall mean the original term as extended. Except as expressly otherwise provided in this Lease, all the agreements and conditions contained in this Lease shall apply to the additional period to which the original term shall be extended as aforesaid.
5. **BASE RENT:** The LESSEE shall pay the LESSOR base rent at the rate of: **\$1,040.00 per month plus CAM Fee of \$410.00, for a total rent of \$1,450.00 per month (collectively, the "Rent"); All rent shall be payable without offset or deduction. Rent is due on the first day of each and every month.** In the event that the rent is not received by the 5th of the month then LESSEE shall pay a penalty as described in section 27 of this lease, "LATE CHARGE". **Notwithstanding that payment of full Rent commences on April 1, 2017, LESSEE agrees to pay LESSOR the sum of \$1,000 for the interim period from lease execution until March 31, 2017. This \$1,000 interim period payment, the first full month's rent of \$1,450.00, the last month's rent of \$1,450 and security deposit of \$1,450 shall be due at lease signing, for a total of \$5,350.**
6. **PAYMENT OF RENT:** All payments of rent and additional rent shall be made to the LESSOR c/o Eastern Bank B332, Attention Fourzol LLC or Michael Mouhanna, 240 Providence Highway, Dedham, MA 02026, or as may be otherwise directed by the LESSOR in writing.
7. **SECURITY DEPOSIT: Security deposit of \$1,450.00 shall be due at lease signing.**

LEASE and Guarantee, 5 Main Street, Franklin, MA 02038

8. **GROSS LEASE – MANNER OF PAYMENT:** This Lease is intended to be a so-called “gross lease” and LESSEE shall not be obligated to pay any charge or bear any expense whatsoever against or with respect to the Demised Premises except as herein specifically provided. LESSEE shall pay Rent as and when the same shall become due and payable. Rent shall be payable without demand therefor, and without any abatements, setoffs or deductions except as provided herein. Monthly rental amount includes any and all CAM fees.
9. **UTILITIES:** LESSEE shall be responsible for the payment of electricity, telephone and internet usage by LESSEE to the leased premises, provided electricity is separately metered. LESSOR shall provide and pay at its expense, heat, water and sewer.
10. **USE OF LEASED PREMISES:** The LESSEE shall use the leased premises for the sale of Oils, Vinegar, Salt, Spices, Teas, beauty products, Creams, Lotions, Cheese, Bread, Wine and related products and services, including without limitation, Gift Baskets cooking classes and food tastings, and any other lawful purposes.
11. **COMPLIANCE WITH LAWS:** The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises, or use made thereof, which will be unlawful, improper, noisy, or offensive, or contrary to any law or any municipal by-law or ordinance in force in the town of Franklin, MA. Without limiting the generality of the foregoing (a) except as allowed by applicable law, the LESSEE shall not bring or permit to be brought or kept in or on the leased premises or elsewhere on the LESSOR’s property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Laws; and (b) the LESSEE shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the leased premises and any work performed by the LESSEE therein. The LESSOR shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the parking lot and other common areas.
12. **FIRE INSURANCE:** The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE’s use of the premises.
13. **MAINTENANCE** Throughout the term of this Lease, the LESSEE agrees to maintain the interior non-structural walls, windows and the leasehold improvements and alterations made by LESSEE within the Demised Premises in the same condition as they are in on the Commencement Date or as they may be put in during the term of this Lease, reasonable wear and tear, damage by fire or other insured casualty only excepted, and whenever necessary, to replace bulbs and ballasts in lighting fixtures and to replace plate glass and other glass therein. Throughout the term of this Lease, the LESSEE agrees, at its cost, (a) to maintain in good order and condition and in compliance with applicable laws,, (i) all portions of the Demised Premises except those for which LESSEE is responsible as set forth above, (ii) the building in

LEASE and Guarantee, 5 Main Street, Franklin, MA 02038

which the Demised Premises are located; (iii) the parking lot and other common areas; (b) to remediate any mold or pest infestation; and (c) to keep the parking lot and common areas free from ice and snow.

- 14. ALTERATIONS-ADDITIONS:** The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and materials furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein, and at the LESSOR's option LESSEE may be required to remove alterations returning the building to the condition at the time of this lease signing. **LESSEE shall be allowed to make cosmetic improvements to the interior of the demised space such as painting, installing new carpeting and flooring and erection of shelving and non-structural walls. LESSEE shall obtain all necessary permits for any work performed and ensure that all vendors are licensed and insured.**
- 15. ASSIGNMENT-SUBLEASING:** The LESSEE shall, upon written notice, have the right to assign or sublet the whole or any part of the leased premises to an entity which should be taking over the leased space during the term of the lease. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease..
- 16. SUBORDINATION:** This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, deeds of trust or other such instruments in the nature of a mortgage.
- 17. LESSOR ACCESS:** The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make any required repairs and alterations and may show leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.
- 18. INDEMNIFICATION AND LIABILITY:** The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by anything occurring on the leased premises caused by the negligence or willful misconduct of LESSEE unless caused by the negligence or misconduct of the LESSOR, and from all loss damage wherever occurring occasioned by any omission, fault, neglect or other misconduct of the LESSEE.

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19. **LESSEE'S LIABILITY INSURANCE.** The LESSEE shall maintain with respect to the Demised Premises and the property of which the Demised Premises are a part, Commercial General Liability insurance in the amount of at least \$500,000.00 combined single limit, bodily injury and property damage per occurrence; \$500,000.00 annual aggregate with a deductible of no more than \$5,000.00, with companies having Best Insurance Guide Rating of A- or better, qualified to do business in Massachusetts and in good standing therein, insuring the LESSOR and its mortgagees, any ground LESSORs, as well as the LESSEE, against injury to persons or damage to property. The LESSEE shall also maintain property insurance, including so-called "Improvements and betterments" coverage, on the Demised Premises and the contents thereon. The LESSEE shall deposit with the LESSOR certificates of such insurance at or prior to the commencement of the term, and thereafter, at least thirty (30) days prior to the expiration of any such policies. If obtainable without extra cost to LESSEE, all such insurance certificates shall provide that such policy shall not be canceled or modified without at least thirty (30) days prior written notice to each insured named therein and that LESSOR, its mortgagees, any ground LESSORs and any Managing Agent shall each be named as an additional insured.
20. **FIRE, CASUALTY-EMINENT DOMAIN:** Should a substantial portion of the leased premises or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if: (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking. The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.
21. **DEFAULT AND BANKRUPTCY:** In the event that: (a) The LESSEE shall default in the payment of any installment of Rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or (c) The LESSEE shall be declared bankrupt or insolvent according to law, or , if any assignment shall be made of LESSEE's property for the benefit of creditors, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after required notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of
- NET LEASE, COPYRIGHT GREATER BOSTON REAL ESTATE BOARD ALL RIGHTS RESERVED

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the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecution or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of ten (10) percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

In the event of default by LESSOR continuing for more than ten (10) days after written notice, LESSEE shall have all rights available to it at law or in equity, including, without limitation, the right to engage in self-help and obtain reimbursement by LESSOR.

22. **NOTICE:** Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at 480 Summer Street, Westwood, MA 02090 or to such other address as the LESSOR may from time to time advise LESSEE in writing. Until otherwise directed in writing by LESSOR, all rent shall be sent to the LESSOR at: c/o Eastern Bank B332, Attention Fourzol LLC or Michael Mouhanna, 240 Providence Highway, Dedham, MA 02026.
23. **SURRENDER:** The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks hereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in the condition as of the commencement date, reasonable wear and tear and, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.
24. **BROKERAGE:** The LESSEE warrants and represents that he has dealt with no broker entitled to claim a commission in connection with this Lease transaction except for Century 21 Commonwealth and RE/MAX Executive Realty (collectively, the "Brokers") and shall indemnify the LESSOR from and against any such claim except any such claim by the Brokers, including without limitation reasonable attorneys' fees incurred by the LESSOR in connection therewith.
25. **CONDITION OF PREMISES:** Except as may be otherwise expressly set forth herein, the LESSEE shall accept the leased premises "as is" in their condition as of the commencement of the term of this lease, Prior to March 31, 2017, time being of the essence, LESSOR shall perform the following work at LESSOR's expense and in a good and workmanlike manner in accordance with all applicable laws:

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replace the decayed particle board on the front exterior entrance and ensure the door is level; replace the AC unit in the building (weather permitting, by March 31, 2017); clean air conditioning vent; securing the flooring at the back entrance, the access to basement, to safely allow product deliveries and shipments with hand trucks by a licensed contractor; remediate all existing mold and pest infestation; and provide and install ADA compliant restroom facilities in the leased premises if required by building inspector. Any of the foregoing work that will involve entry into the leased premises shall be done before or after LESSEES's business hours after opening of the business.

26. **FORCE MAJEURE:** In the event that the LESSOR or LESSEE is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the LESSOR or LESSEE, the LESSOR or LESSEE shall not be liable to the other party therefor nor, except as expressly otherwise provided in case of casualty or taking, shall the LESSEE be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the LESSEE that such failure constitutes actual or constructive eviction from the leased premises or any part thereof.
27. **LATE CHARGE:** If rent or any other sum payable hereunder remains outstanding for a period of five (5) days, the LESSEE shall pay to the LESSOR a late charge of \$10 per each and every day that the payment is late.
28. **LIABILITY OF OWNER:** No owner of the property of which the leased premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LESSOR, shall be personally liable for performance of the LESSOR's obligations hereunder. Throughout term of this lease the LESSOR shall maintain commercial liability insurance in amounts at least equal to the amounts required by LESSEE herein and shall maintain property insurance for the full replacement cost of the property of which the Demised Premises are a part.
29. **OTHER PROVISIONS:**
- a) LESSEE to provide LESSOR with a bank check in the amount of \$5,350 payable to FOURZOL LLC, covering the initial interim rent of \$1,000; the security deposit and first and last month's Rent. The security deposit shall be returned to LESSOR within ten days after the end of the term except to the extent previously applied towards a default of LESSEE.
 - b) LESSEE shall have the right to add its name to the pylon sign along Main Street and shall have the right to install wall signage on the rear of the building and a hanging sign attached to the front of the building.
 - c) LESSEE may take possession of the leased premises as early as December 22, 2016 without any obligation to pay rent until April 1, 2017, provided the lease is signed and all deposits have been paid.

LEASE and Guarantee, 5 Main Street, Franklin, MA 02038

- d) LESSEE shall have the right to park in the rear of the building. This is open parking for the LESSEE and its clients and customers.
- e) LESSEE shall have access to their premises in the building and parking facilities in the rear of the building 24 hours a day, 7 days a week.
- f) LESSOR shall compensate CENTURY 21 Commonwealth \$1,940.00, to be divided equally with RE/MAX Executive Realty.
- g) **THE SUBMISSION OF A DRAFT OF THIS LEASE DOES NOT CONSTITUTE AN OFFER AND NEITHER PARTY SHALL BE BOUND UNLESS AND UNTIL A FINAL LEASE IS EXECUTED AND DELIVERED.**
- h) In the event the property of which the Demised Premises are a part, the Demised Premises or their contents are damaged or destroyed by fire or other insured casualty:
(a) LESSOR, to the extent of the coverage of LESSOR's policies of property insurance obtained by LESSOR or required to be obtained hereunder, hereby waives its rights, if any, against LESSEE with respect to such damage or destruction, even if said damage or destruction shall have been caused, in whole or in part, by the negligence of LESSEE its agents, servants, employees, or contractors; and (b) LESSEE to the extent of coverage of LESSEE's policies of property insurance obtained by LESSEE or required to be obtained hereunder, hereby waives its right, if any, against LESSOR with respect to such damage or destruction, even if said fire or other casualty shall have been caused, in whole or in part, by the negligence of LESSOR, its agents, servants, employees, or contractors; LESSOR and LESSEE shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.
- i) If either party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, proceeding, trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the court.

IN WITNESS HEREOF, the said parties hereunto set their hands and seals this 30 day of December, 2016.

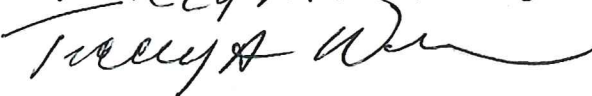
LESSEE:

Little Shop of Olive Oils, Inc.

By: 

Michael Wilkinson, President

Tracey A. Wilkinson



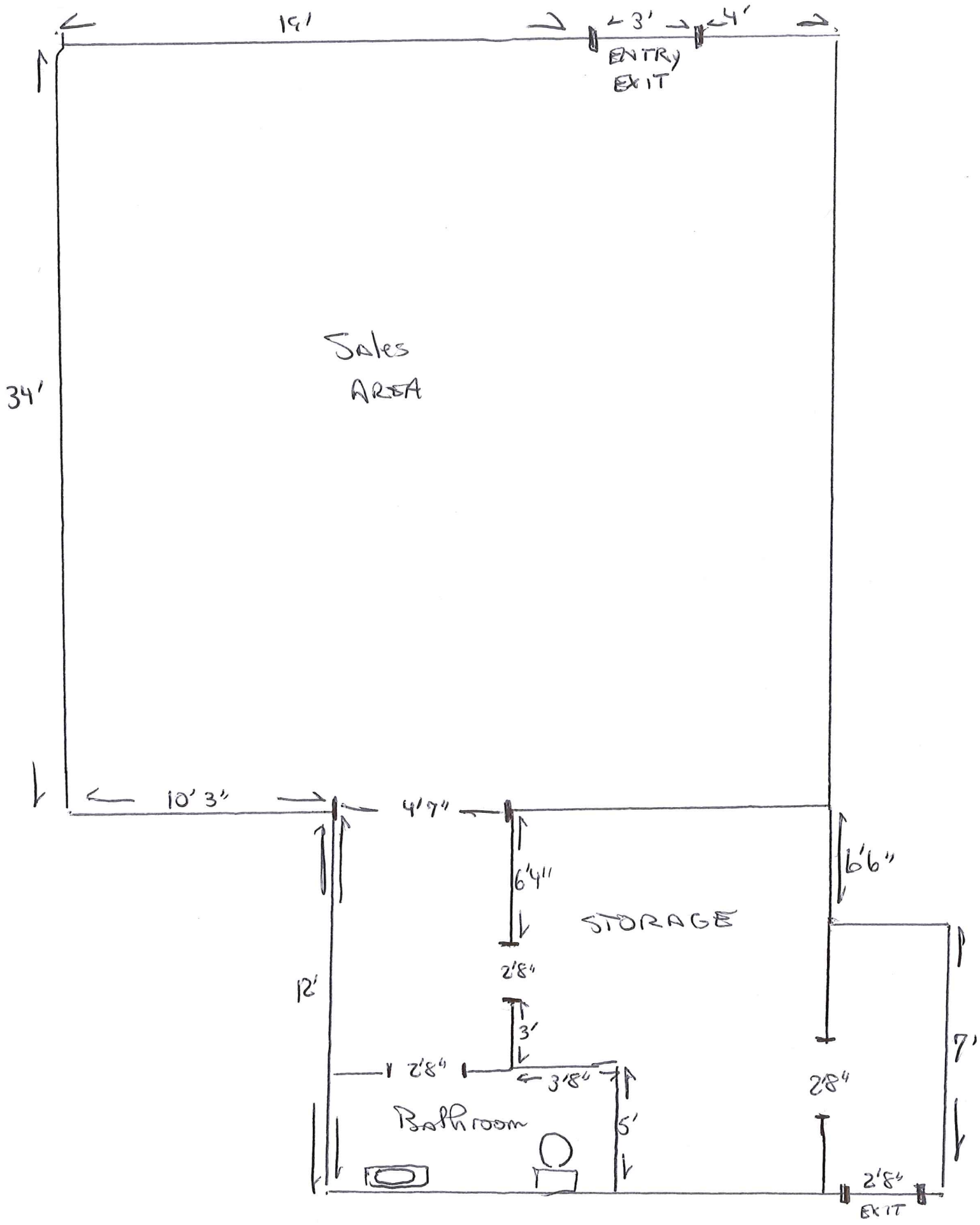
LESSOR:

Fourzol LLC

By: 

Michael Mouhanna, Manager

FLOOR PLAN 5 MAIN ST. The Little Shop of Olive Oils



Date of this notice: 09-07-2016

Employer Identification Number:

Form: SS-4

Number of this notice: CP 575 A

LITTLE SHOP OF OLIVE OILS
% TRACEY & MIKE WILKINSON

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN . This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

04/15/2017

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is LITT. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number () - Best Time to Call

DATE OF THIS NOTICE: 09-07-2016
EMPLOYER IDENTIFICATION NUMBER:
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
|||||

LITTLE SHOP OF OLIVE OILS
% TRACEY & MIKE WILKINSON

Town of Franklin

Town Administrator
Tel: (508) 520-4949

Fax: (508) 520-4903



355 East Central Street
Franklin, Massachusetts 02038-1352

Dear Applicant:

To apply for a **Retail Package Store license** you will need to complete an interactive application and forms on the Alcohol Beverage Control Commission's web site at <https://www.mass.gov/alcoholic-beverages-retail-licenses>, forms must be printed out and delivered to the Local Licensing Authority. The Local License authority for the Town of Franklin is the Town Council.

Application and forms should be mailed or delivered to: **Town Administrator's Office**
Municipal Building, 3rd Floor
355 East Central Street
Franklin, MA 02038

The Town Council will review your application at an advertised public hearing. They meet twice a month. Once all the paperwork is in order, we will determine and inform you of a hearing date you will then place a legal advertisement with Milford Daily News. The applicant is responsible for payment of the legal advertisement.

Abutters must be notified by certified mail within (3) three days after publication of the legal notice. A list can be obtained from our Assessors Office (see-attached form). For purposes of an alcohol license application, an abutter is a person whose property directly touches the proposed premises. **(Not required for a license transfer unless the location is changing.)**

Churches, synagogues, hospitals and public or private elementary or secondary schools located within 500 feet of the proposed premises must be also be notified.

Approval of an application by the Town Council is only the first step in the license process. The ABCC must also approve the license.

The annual fee for a Wine and Malt Retail Package Store License is \$1500 and the fee for an All Alcohol Retail Package Store is \$2500.

Please call the Town Administrator's Office if you have any questions.



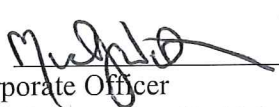
CERTIFICATE OF COMPLIANCE WITH STATE LAWS

Pursuant to M.G.L Chapter 62C, Sec 49A, and M.G.L. Ch. 151A, Section 19A, the undersigned acting on behalf on the License Holder, certifies under the penalty of perjury that, to the best of the undersign's knowledge and belief, the License Holder is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support*.



** Signature of Individual or Corporate License Holder (Mandatory)

*** License Holder's Social Security Number/or Federal Identification Number

By:  President Date: 9/9/19
Corporate Officer
(Mandatory, if applicable)

*The provision in the Attestation of relating to child support applies only when the License Holder is an individual.

**Approval of or a renewal of a license will not be granted unless this certification clause is signed by the applicant. For all corporations, a certified copy of the vote of the Board of Directors must be provided.

*** 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. Providers who fail to correct their non-filing or delinquency will not have a license or other agreement issued, renewed or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, section 49A.

The following documents must be submitted with application:

1. **Business Certificate** – You will first need to obtain an approved business verification form from our Building/Inspection/Zoning office. Submit this form to the **Town Clerk's Office** and request a business certificate. Offices are located on the first floor of the Municipal Building
Fee \$40 good for four-years.
2. **Floor Plan of business premises**
3. **Certificate of Compliance with State Laws**, completed and signed
4. **Workers' Compensation Insurance Affidavit**, completed and signed with a certificate of insurance attached

Additional documents that must be submitted to our office before a license will be issued:

1. **Food Establishment Permit** - Issued by the **Health Department**- Please visit them to pickup forms and to determine the health codes you will need to meet. The Office is located on the first floor of the Municipal Building.
Fees- seating 1-49 \$200.00 OR seating 50+ \$250.00
2. **Certificate of Occupancy** – Issued by the Building/Inspection/Zoning office, located on the first Floor of the Municipal Building
Fee \$100.
3. **Signs**- Building Permits for signs are issued by Building/Inspection Department. Sign will need to be approved by the Design Review Commission. After Design Review approval, you will need to obtain a Building permit for the sign.

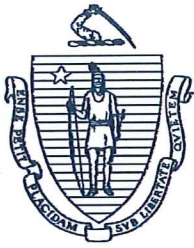
ADDITIONAL INFORMATION YOU NEED TO KNOW

- All taxes, fees and other monies owed to the Town of Franklin must be up to date before license will be issued. This includes the property taxes for the proposed licensed premises.
- Renovations -If you are doing renovations, visit our Building/Inspection/Zoning office to determine what permits are needed.
- Change of Use – If the previous business at your proposed location was not a food establishment, you will need to confirm that restaurants are allowed in that zone. Also, you *may* need additional approval for the change of use.

INSPECTIONS

License will not be issued until premises are inspected and the responsible office has signed off. The Applicant is responsible to schedule the appointments with the following offices:

Building/ Inspection/Zoning	508-520-4926
Board of Health	508-520-4905
Fire Department	508-528-2323



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 Office of Investigations
 600 Washington Street
 Boston, MA 02111
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: The Little Shop of Olive Oil

Address: 5 MAIN STREET

City/State/Zip: FRANKLIN MA 02038 Phone #: _____

Are you an employer? Check the appropriate box:

1. I am an employer with 8 employees (full and/or part-time).*
2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

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

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

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

Insurance Company Name: Feingold + Feingold Ins. Agency

Insurer's Address: 22 Elm St

City/State/Zip: Worcester MA 01608

Policy # or Self-ins. Lic. # _____ Expiration Date: 2/12/20

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

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

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

Signature: [Signature] President Date: 9/9/19

Phone #: _____

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

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
 6. Other _____

Contact Person: _____ Phone #: _____

Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an *employee* is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An *employer* is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that "**every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required.**"

Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Office of Investigations would like to thank you in advance for your cooperation and should you have any questions, please do not hesitate to give us a call.

The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111

Tel. # 617-727-4900 ext 406 or 1-877-MASSAFE
Fax # 617-727-7749
www.mass.gov/dia

Town of Franklin – Board of Assessors
355 East Central St
Franklin, MA 02038
Tel # 508-520-4920
Fax # 508-520-4923

Abutters List Request Form

Please Note: A \$25.00 fee per list is required to process your request. Payment is due at the time of submission of this form. Please allow 10 days from the date of both payment and submission of the form for the Assessors office to complete processing your request. (Revised 1-1-17)

Date of Request ___ / ___ / _____

Assessors Parcel ID # (12 digits) _____ - _____ - _____

Property Street Address 5 MAIN St. Franklin

Distance Required From Parcel # listed above (Circle One) **500** 300 100
(Note: if a distance is not circled, we cannot process your request)

Property Owner Fouzou LLC

Property Owner's Mailing Address'

Town/City _____

Property Owner's Telephone # _____

Requestor's Name (if different from Owner) Michael Wilkinson

Requestor's Address ,

Requestor's Telephone # _____

Office Use Only: Date Fee Paid ___ / ___ / _____ Paid in Cash \$ _____

Paid by Check \$ _____ Check # _____ Town Receipt # _____



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

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="off-premise-15"/>	<input type="text" value="12 General On - Premises"/>	<input type="text" value="Wine and Malt beverages"/>	<input type="text" value="Annual"/>

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

Is this license application pursuant to special legislation? Yes No Chapter Acts of

2. BUSINESS ENTITY INFORMATION

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

Entity Name FEIN

DBA Manager of Record

Street Address

Phone Email

Alternative Phone Website

3. DESCRIPTION OF PREMISES

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

Total Square Footage: Number of Entrances: Seating Capacity:

Number of Floors: Number of Exits: Occupancy Number:

4. APPLICATION CONTACT

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

Name: Phone:

Title: Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	Sole Proprietor	Date of Incorporation	9/7/2016
State of Incorporation	Massachusetts	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Michael Wilkinson			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President	50	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Tracey Wilkinson			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Vice President	50	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Additional pages attached? Yes No

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

MANAGEMENT AGREEMENT
 Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement. Yes No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Fourzol, LLC

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

3/31/2017

Rent per Month

1450

Lease Ending Date

12/31/2022

Rent per Year

17400

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

Yes No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	
C. Other * (Please specify below)	30000
D. Total Cost	30000

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Bank of America	30000
Total:	30000

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.
None			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

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

Not Required

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

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

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* Yes No *Manager must be a U.S. Citizen
If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? Yes No
If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
1/1987	6/30/2018	Technitian	Verizon	Dave Brogan
7/1/2018	Current	Owner	The Little Shop of Olive Oils	Self

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature Date

ADDITIONAL INFORMATION

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

We intent to pair Olive Oils and Balsamic Vinegars with wine for customer home cooking and dining.

APPLICANT'S STATEMENT

I, Michael Wilkinson the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of The Little Shop of Olive Oil
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:

Michael Wilkinson

Date:

9/5/19

Title:

President

CORPORATE VOTE

The Board of Directors or LLC Managers of Entity Name

duly voted to apply to the Licensing Authority of and the City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize 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 Name of Liquor License Manager

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

A true copy attest,


Corporate Officer /LLC Manager Signature

Michael J. Wilkinson
(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

ADDENDUM A

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

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

Entity Name <input style="width: 100%; height: 25px;" type="text"/>	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed) <input style="width: 100%; height: 25px;" type="text"/>
--	--

Name of Principal	Residential Address	SSN	DOB
<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" 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 style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" 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 style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" 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 style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" 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 style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" 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 style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" 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

CRIMINAL HISTORY

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

Yes No



THE COMMONWEALTH OF MASSACHUSETTS

Town of Franklin
Health Department
355 East Central Street

NUMBER:
RF12-2019
FEE:
\$100.00

PERMIT TO OPERATE A RETAIL FOOD ESTABLISHMENT

THE LITTLE SHOP OF OLIVE OILS
5 MAIN STREET

Franklin, MA 02038
Registered under the provisions of Section 305 A, Chapter 94 of the General Laws

Permit Expires:
August 20, 2020

Registration shall not be transferred, assigned, or conveyed. No Retail Food Establishment shall process, prepare for sale, or sell any food product unless registered.

Date issued:
August 14, 2019

David E. McKeowney
Public Health Director



Town of Franklin, MA
 Department of the Town Clerk
 355 East Central Street, Franklin, MA 02038

Date Issued: February 16,
 2017
 Record #: 25414
 Certificate #: 17-38

BUSINESS VERIFICATION CERTIFICATE

In conformity with the provisions of Chapter 110, Section 5 of the General Laws, as amended, the undersigned hereby declare(s) that a business under the title of:

The Little Shop of Olive Oils

is conducted at:

5 Main Street

by the following person:

FULL NAME

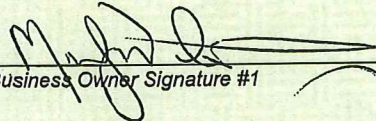
Michael & Tracey Wilkinson

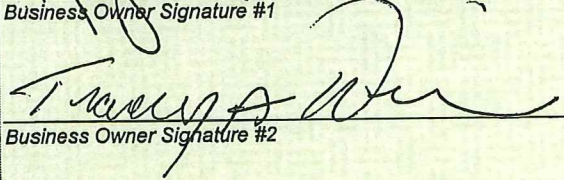
RESIDENCE

5 Main Street, Franklin, MA 02038

A certificate issued in accordance with this section shall be in force and effect for four years from the date of issue and shall be renewed each four years thereafter so long as such business shall be conducted and shall lapse and be void unless so renewed.

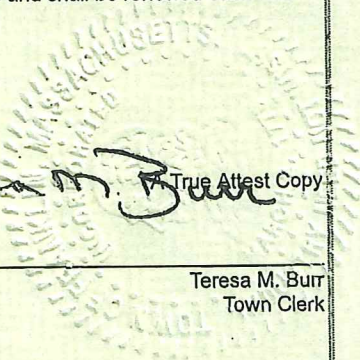
Expiration Date: 02-16-2021


 Business Owner Signature #1


 Business Owner Signature #2

 True Attest Copy

Teresa M. Burr
 Town Clerk



To learn more, scan this barcode or visit franklinma.viewpointcloud.com/records/25414





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: LICENSEE NAME: CITY/TOWN:
(IF EXISTING LICENSEE)

APPLICANT INFORMATION

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

PRINT AND SIGN

PRINTED NAME: APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

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

 NOTARY

DIVISION USE ONLY

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