

Town and County of Nantucket Select Board • County Commissioners

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C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE SELECT BOARD APRIL 14, 2025 - 11:00 AM REMOTE PARTICIPATION VIA ZOOM WEBINAR NANTUCKET, MASSACHUSETTS

YOU TUBE LINK FOR VIEWING ONLY:
<https://youtube.com/live/lx1v8DTlxL8>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:
https://us06web.zoom.us/webinar/register/WN_HZg1WJcTRFGgSCgSpuxdpA

I. CALL TO ORDER

II. ANNOUNCEMENTS

III. LICENSING AND PETITIONS - DEPARTMENTAL REQUESTS

1. Request for Renewal of Seasonal Liquor Licenses.
2. Culture and Tourism: Report on Event Permitting for 2025 Season.
3. Licensing:
 - a) Request for Approval of Gallery Pouring Permit Policy.
 - b) Request for Approval of Rental Car Medallion Waiting List Policy and Process.
 - c) Request for Review and Approval of 2025 Sidewalk Dining Permit Conditions and Agreements.

IV. LICENSING AND PETITIONS - LICENSE HOLDER REQUESTS

1. Request for Approval of Extended Entertainment Hours for Cisco Brewers, Inc. dba Cisco Brewers, for Premises Located at 5 Bartlett Farm Road, for a Public Event on Saturday, June 21, 2025 for Live Entertainment from 7:00 PM until 9:00 PM.
2. Request for Approval of Change of Officers Application for Annual All-Alcoholic Beverages Club License for The Sankaty Head Beach Club, Inc. dba The Sankaty Head Beach Club for Premises Located at 18 Hoicks Hollow Road.

V. LICENSING AND PETITIONS - PUBLIC HEARINGS

1. Public Hearing to Consider Application for New Seasonal Wine and Malt Beverages Package Store License for Nantucket Provisions, Inc. dba Provisions, Elga Andreeva, Manager for Premises Located at 3 Harbor Square.
2. Public Hearing to Consider Application for License Transfer and Management Agreement for Seasonal All-Alcoholic Beverages Hotel License from LH Manager Northeast, LLC dba Beachside at Nantucket, to 30 North Beach Street, LLC dba Beachside at Nantucket, Samantha Anne Shaw, Manager for Premises Located at 30 North Beach Street.
3. Public Hearing to Consider Application for License Transfer and Management Agreement for Annual All-Alcoholic Beverages Hotel License from LH Manager Northeast, LLC dba Faraway Hotel, to 29 Center Street, LLC dba Faraway Hotel, Nathan Parsons, Manager for Premises Located at 29 Center Street.
4. Public Hearing to Consider Utility Petition from Nantucket Electric Company/ National Grid, Plan # 30756491, to Install Approximately 130' of 2-4" Conduits from Pole 1 on Cato Lane to Existing Pump Station on Roberts Lane.
5. Public Hearing to Consider Utility Petition from Verizon New England, Inc. and Nantucket Electric Company/National Grid, Plan # 1A6BV1U, to Remove Pole 6 and Relocate Pole 5-84 Approximately 8' Northeast from Current Location on Newtown Road.

VI. ADJOURNMENT



Agenda Item Summary

Agenda Item #	III. 1.
Date	4/14/2025

Staff

Amy Baxter, Licensing Administrator

Subject

License Renewals – Seasonal Liquor – Updated from March 10, 2025 Meeting

Executive Summary

Please note this is the final review of Seasonal Renewal Applications for 2025 and includes one additional non-renewal. The list below and attached is the final and complete list.

Acting as the Licensing Authority for the Town of Nantucket, The Select Board must vote to renew existing Liquor Licenses on an Annual Basis – December for Annual Liquor Licenses and March for Seasonal Liquor Licenses. Renewal of existing Licenses allows for the process to begin for Issuing Licenses to operate. A renewal does not automatically issue the License. Each Licensee must take the required steps to comply with State and Local regulations to be issued a 2025 License.

Non-renewals for 2025:

1. Foggy Bottom Kitchen, LLC, dba Foggy Nantucket, formerly located at 157 Orange Street with a Seasonal Package Store License, was approved by the Select Board for a change of location to Straight Wharf in June of 2024. The ABCC requested additional information of the applicant and they did not receive a response. The ABCC sent back the application with no action in August of 2024. The licensee surrendered the license in an email to Licensing as the license and plan would not work in the new location.
2. Berkeley Place Restaurant Limited Partnership, dba Grille 23. This license was non-renewed in 2024 but is still showing up as an active license in the ABCC system so we just need to add this again to non-renewal list to have it officially removed.
3. Nantaco ACK, LLC, dba Nantaco will not be opening their location at 21 South Water Street in 2025. They will be catering private events and were directed to go through the process with Health. If they wish to open another location in the future they were advised to apply for a New License as there is no quota for on-premise licenses.

Additional Notes on Renewals:

1. Current Vintage at Four Easy Street is renewing the existing license so it remains active while the Transfer application is considered by ABCC. The Select Board approved the transfer on 3-10-25. and if approved, the ABCC.



2. LH Manager Northeast, LLC dba Beachside at Nantucket is also renewing the existing license to allow for a Transfer that will also be heard at the April 14th Select Board Hearing.

Staff Recommendation

Renewal of all Seasonal Liquor Licenses on the condition that the full renewal process is completed and approved by Licensing; Health; Building; Fire and all required Town and State requirements are met and fees paid. If any Licensee fails to complete the renewal process and is subject to suspension or revocation of license will be scheduled for a Public Hearing before the Select Board.

Licensees legally have the entire month of March to complete ABCC renewal.

Background/Discussion

1. **Alcohol licenses** are entitled to be “automatically renewed” if they are for the same type of license and location. In order to deny renewal for some reason at renewal time, the licensing board cannot simply vote not to renew but needs to provide notice and a hearing. The same rule should apply to add any restrictions that were not on the license this year. In addition, please note that there is a special rule for reducing the hours, i.e., imposing an earlier closing time, for an on-premises pouring license. The statute requires that an on-premises licensee be allowed to serve until 11:00 p.m., but the local licensing authority has discretion to allow it to be open until 2:00 a.m. or sometime between 11 – 2. The licensing authority may impose an earlier closing time, but it must provide a hearing and determine that there is a “public need” for it. The statute specifically states:
 - a. The licensing authority shall not decrease the hours during which sales of such alcohol beverages may be made by a licensee until after a public hearing concerning the public need for such decrease; provided, however, that a licensee affected by any such change shall be given 2 weeks notice of the public hearing.

Impact: Environmental ☐ Fiscal ☒ Community ☒ Other ☐

Board/Commission Recommendation

N/A

Public Outreach

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

Attachments

Seasonal Liquor License List for 2025 Renewals; ABCC Seasonal Certification Form for Signatures





2025 LICENSE RENEWAL || SEASONAL LIQUOR

ON-PREMISE LICENSES - CLUB		
DBA	LIC #	PREMISES ADDRESS
Great Harbor Swim and Tennis	00193-CL-0762	23 Nobadeer Farm Road
Sankaty Head Beach Club	00041-CL-0762	18 Hoicks Hollow Road
Westmoor Club	00170-CL-0762	10 Westmoor Lane
ON-PREMISE LICENSES - GENERAL-ON-PREMISES		
DBA	LIC #	PREMISES ADDRESS
Flying Minnow	07111-GP-0762	14 Airport Road
PPX Events	04849-GP-0762	7 South Water Street
Siasconset Golf Course	07576-GP-0762	260 Milestone Road
ON-PREMISE LICENSES - HOTEL		
DBA	LIC #	PREMISES ADDRESS
Beachside at Nantucket	07260-HT-0762	30 N. Beach Street
Cliffside Beach Club	00192-HT-0762	46 Jefferson Avenue
Jared Coffin House	00006-HT-0762	29 Broad Street
Le Languedoc	00005-HT-0762	24 Broad Street
The Brant	06891-HT-0762	6 & 8 North Beach Street
White Elephant Residences	00207-HT-0762	19 South Beach Street



2025 LICENSE RENEWAL || SEASONAL LIQUOR

ON-PREMISE LICENSES - RESTAURANT		
DBA	LIC #	PREMISES ADDRESS
American Seasons	00007-RS-0762	80 Centre Street
Bar Yoshi	04843-RS-0762	Old South Wharf
Brant Point Grill	00115-HT-0762	50 Easton Street
Chanticleer	00174-RS-0762	9 New Street, Siasconset
Company of the Cauldron	03285-RS-0762	5 India Street
CRU	00201-RS-0762	49 Straight Wharf
Ethos Nantucket	07481-RS-0762	18 Broad Street
Galley Beach	00026-RS-0762	54 Jefferson Avenue
Lemon Press	04022-RS-0762	41 Main Street
Lobster Trap	00056-RS-0762	23 Washington Street
Millies	00160-RS-0762	326 Madaket Road
Oran Mor Bistro	00152-RS-0762	2 South Beach Street
Rose and Crown	00167-RS-0762	23 South Water Street
Sandbar at Jetties	03248-RS-0762	4 Bathing Beach Road
Ships Inn	00095-HT-0762	13 Fair Street
Slip 14	00138-RS-0762	14 Old South Wharf
Straight Wharf Fish Market	07451-RS-0762	Harbor Square



2025 LICENSE RENEWAL || SEASONAL LIQUOR

ON-PREMISE LICENSES - RESTAURANT		
DBA	LIC #	PREMISES ADDRESS
Straight Wharf Restaurant	00021-RS-0762	6 Harbor Square
Summer House	00179-RS-0762	17 Ocean Ave/1 Magnolia
Summer House Beachside Bistro	00144-RS-0762	16 Ocean Avenue
Surfside	07475-RS-0762	2 Broad Street
The Pearl and Boarding House	07476-RS-0762	12 Federal Street
The Proprietors	00208-RS-0762	9 India Street
The Tavern Restaurant & Gazebo	00049-RS-0762	28 Harbor Square
Ventuno	00020-RS-0762	21 Federal Street
Wauwinet	0057-HT-0762	120 Wauwinet Road
OFF-PREMISE LICENSES - PACKAGE STORE		
DBA	LIC #	PREMISES ADDRESS
167 Raw	89056-PK-0762	167 Hummock Pond Road
Brix	00163-PK-0762	1A Windy Way
Current Vintage	00177-PK-0762	4 Easy Street
Epernay	70767-PK-0762	1 North Beach Street
Harpoon Liquors/Fresh	00187-PK-0762	3 Salem Street
Millies Market	00189-PK-0762	1 Miller's Way
Sconset Bookstore	00075-PK-0762	8 Main Street, Siasconset
The Green Market	90297-PK-0762	4 India Street

SEASONAL RENEWAL CERTIFICATION FOR THE YEAR

CITY/TOWN:

A. SEASONAL LICENSEES WHO FAILED TO RENEW FOR THE UPCOMING YEAR:

LICENSE #:

LICENSEE CORPORATE NAME AND ADDRESS:

B. SEASONAL LICENSEES DISAPPROVED BY THE CITY/TOWN FOR THE UPCOMING YEAR

LICENSE #:

LICENSEE CORPORATE NAME AND ADDRESS:

We hereby certify that the premises described in the year renewal applications for the above mentioned municipality are now occupied, used, or controlled by the licensee and will be on April 1, . The renewal applications have been approved by the Local Licensing Authorities and forwarded to the ABCC.

The Local Licensing Authorities



Agenda Item Summary

Agenda Item #	III. 2.
Date	4/14/2025

Staff

Amy Baxter, Licensing Administrator; Shantaw Bloise, Director of Culture and Tourism; Deana-Rae Weatherly, Cultural Affairs and Special Events Coordinator

Subject

Special Events Permitting Report

Executive Summary

An introduction to the Events Permitting tracking report with Licensing and Culture and Tourism.

Staff Recommendation

Select Board to review all pending Events for questions and consent to move forward with permitting. Identify any possible Public Assemblies and determine when and if a Public Hearing will be required.

Background/Discussion

Licensing and Culture and Tourism wish to provide the Events Tracking report monthly at Licensing Select Board meetings. The Select Board acting as the Licensing Authority must review and approving every permit issued on the Administrative side even outside of a Public Hearing.

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

Board/Commission Recommendation

N/A

Public Outreach

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

Attachments

Special Event Tracking Report



Date	Status	Permit #	Event Name	Host	Contact	Set-up Time	Event Time	Break Down Time	Size	Location	Beach Event	Police Detail	# PD	Pouring Permit	Tent Permit	Entertainment Permit	Street Blocking	Public Assembly	Food Permit	EAP	NFD/EMT	NFD/EMT #	Checklist sent to applicant	PAID	Notes	
January																										
1/4/2025	complete	010425-01	200th Anniversary of the Nantucket African Meeting House	MAAH	Sage Morgan-Hubbard	10:00 AM	11:00 AM - 1:00 PM	2:00 PM	50 + 5	African Meeting House and Higginbotham House	no	no	0	no	no	no	no	no	no	no	no		Yes	yes	Decided not to serve alcohol	
February																										
2/14/2025	complete	021425-01	Valentine's Day Dinner	Center for Elder Affairs	John Copenhaver	4:00 PM	6:00 PM - 8:30 PM	8:30 PM	40 + 4	Saltmarsh Center	no	no	0	beer + wine	no	no	no	no	no	no	no		Yes	yes	Permit for events up to 4/9/25	
March																										
3/15/2025	complete	031525-01	ShamRock Run	Nantucket ShamRock Run	Christy Bassett Baker	9:30 AM	10:30 AM - 2:30 PM	2:30 PM	150 + 10	5 Bartlett Farm Rd	no	yes	2	no	no	no	no	no	no	yes	no		yes	yes		
April																										
4/17/2024	complete	041725-01	Spring Sweep -- AAN Big Gallery Reception	Artist Association of Nantucket	Nicole Pena	4:00 PM	5:00 pm - 7:00 pm	7:15 PM	100 + 7	12 Straight Wharf	no	no	no	beer + wine	no	no	no	no	no	yes	no		yes	yes		
4/25/2025	complete	042525-01	Welcome Home Reception	Artist Association of Nantucket	Nicole Pena	4:00 PM	5:00 pm - 7:00 pm	7:15 PM	80 + 5	8 Federal St	no	no	no	beer + wine	no	no	no	no	no	yes	no		yes	yes		
4/25/2025	complete	042525-02	Flower Power	NHA	Robin London	5:00 PM	6:00 pm - 8:00 pm	8:00 PM	300 + 10	Whaling Museum	no	yes	3	no	no	no	no	yes	no	yes	yes		Yes	n/a	Submitted for public safety	
4/26/2025	schedule meeting		Daffodil Car Show and Parade	Chamber	Bianca Brown	7:00 AM	9:00 AM - 12:30 PM	12:30 PM	1000 + 15	Town Main St - Sconset Main St	no	yes	6	no	no	yes	yes	yes	no	yes	yes		n/a			
4/26/2025	schedule meeting		Daffodil Picnic	Chamber	Bianca Brown	7:00 AM	12:45 PM - 3:00 PM	3:00 PM	1000 + 15	Sconset Main St	no	yes	6	no	no	no	yes	yes	no	yes	yes		n/a			
4/26/2025	schedule meeting		Daffodil Children's Beach	Chamber	Bianca Brown	8:00 AM	10:00 AM - 1:30 PM	2:30 PM	500 + 10	Children's Beach	no	no	0	no	no	yes	no	yes	no	yes	no		n/a			
May																										
5/10/2025	checklist incomplete		Rising Tide Cup	Rising Tide Pre-School	Meghan Washington	7:00 AM	8:00 am - 4:00 pm	5:00 PM	50 + 5	Nantucket Disc Golf Course	no	no	0	no	no	no	no	no	no	yes	no		yes			
WINE FEST																										
5/14/2025	complete-permit to be issued with the rest of NWF permits		Stargazing Sips and Sweets	MMA	Amy Young	5:15 PM	7:30 PM - 10:00 PM	10:15 PM	65 + 5	Loines Observatory	no	no	0	all alcohol	no	no	no	no	yes	yes	no		yes			
5/14/2025	incomplete - need health department permits and accompanying documents		Wine Festival Welcome Reception	Nantucket Wine Festival	Tanya McDonough		5:00-8:00 PM		250	The Nantucket Hotel	no	no	0	all alcohol	no	no	no	no	no	yes	yes	1	yes		5 catereres thus far - need to know how many in total	
5/15/2025	incomplete -restaurant does not hold a license		French Country Luncheon	Nantucket Wine Festival	Nancy Bean/Gabriel Frasca		11:00 AM-1:00 PM		50	Straight Wharf Restaurant	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		restaurant needs to be permitted	
5/15/2025	incomplete		VIK Tasting	Nantucket Wine Festival	?		1:00PM - 2:30PM		22-24	unknown	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a			
5/15/2025	incomplete		Rose Seminar	Nantucket Wine Festival	?		1:00PM - 2:30PM		50	The Nantucket Hotel	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a			
5/15/2025	incomplete		Champagneand Caviar Seminar	Nantucket Wine Festival			3:30PM - 5:00PM		60	The Nantucket Hotel	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a			
5/15/2025	incomplete		Veuve Clicquot La Grande Dame Tasting	Nantucket Wine Festival			3:30PM - 5:00PM		22-24	unknown	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a			
5/15/2025	incomplete		Donelan Wine Tasting	Nantucket Wine Festival			2:00PM-3:30PM		22-24	unknown	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a			
5/15/2025	incomplete		Island Gala	Nantucket Wine Festival	Chelsye Harp	8:00AM	5:00PM-9:30PM	10:00PM	700	Bartlett's Farm	no	yes	5 officers and 1 sargeant	all alcohol	yes	yes	no	yes	yes	yes	yes	4	yes			
5/16/2025	incomplete		"The Saints" Bordeaux Luncheon	Nantucket Wine Festival			11:30AM-1:30PM		60	American Seasons Restaurant	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a			
5/16/2025	incomplete		Shuck It Oyster Seminar	Nantucket Wine Festival			11AM-12:30PM		150	The Nantucket Hotel	no	no	0	all alcohol	no	no	no	no	yes	no	yes	1	n/a			
5/16/2025	incomplete		Passport Cheese & Wine Seminar	Nantucket Wine Festival			2Pm-3:30PM		120	The Nantucket Hotel	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a			
5/16/2025	incomplete		Caviar, Oyster & Bubbles	Nantucket Wine Festival			5PM-6:30PM		250	The Nantucket Hotel	no	no	0	all alcohol	no	no	no	no	no	yes	yes	1	n/a			
5/16/2025	incomplete		A Tour of Tuscany Seminar	Nantucket Wine Festival			11AM-12PM		40	Bartlett's Farm	no	no	0	all alcohol	yes	no	no	no	yes	yes	no	0	yes			
5/16/2025	incomplete		Champagne Clambake	Nantucket Wine Festival			12PM-3PM		300	Bartlett's Farm	no	yes	4 officers	all alcohol	yes	yes	no	yes	yes	yes	yes	2	yes			
5/16/2025	incomplete		"SMOKED!" Grill Around the World	Nantucket Wine Festival			5PM-8PM		300	Bartlett's Farm	no	yes	4 officers	all alcohol	yes	yes	no	yes	yes	yes	yes	2	yes			

5/16/2025	incomplete		Oregon Wine Luncheon	Nantucket Wine Festival			11:30AM-1:30PM		80	The Nantucket Inn	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/16/2025	incomplete		Pinot Around The World Seminar	Nantucket Wine Festival			3PM-4:30PM		80	The Nantucket Inn	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/16/2025	incomplete		"Battle of the Cabs" Dinner	Nantucket Wine Festival			7PM-10PM		80	The Nantucket Inn	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/16/2025	incomplete		Taste of Tuscany Seminar	Nantucket Wine Festival			11AM-11:45AM		20-25	6 North Beach Street	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/16/2025	incomplete		South African Wine Tasting Seminar	Nantucket Wine Festival			1PM-1:45PM		20-25	6 North Beach Street	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/16/2025	incomplete		Ridel Glass Seminar	Nantucket Wine Festival			3PM-3:45PM		20-25	6 North Beach Street	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/16/2025	incomplete		Port & Chocolate Seminar	Nantucket Wine Festival			5PM-5:45PM		20-25	6 North Beach Street	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/16/2025	incomplete		Frank Family Wine Tasting	Nantucket Wine Festival			11:00AM-12:30PM		22-24	unknown	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/16/2025	incomplete		Domaine du Cellier aux Moines Tasting	Nantucket Wine Festival			11:00AM-12:30PM		22-24	unknown	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/16/2025	incomplete		Arkenstone Tasting	Nantucket Wine Festival			11:30AM-1:00PM		22-24	unknown	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/16/2025	incomplete		Domaine du Pegau Tasting	Nantucket Wine Festival			2:00PM-3:30PM		22-24	unknown	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/16/2025	incomplete		Groth Vineyards Tasting	Nantucket Wine Festival			2:00PM-3:30PM		22-24	unknown	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/16/2025	incomplete		M. Chapoutier Tasting	Nantucket Wine Festival			11:30AM-1:00PM		22-24	unknown	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/16/2025	incomplete		Ken Wright Cellars Tasting	Nantucket Wine Festival			3:30PM - 5:00PM		22-24	unknown	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/16/2025	incomplete		The Vineyard House Tasting	Nantucket Wine Festival			3:30PM - 5:00PM		22-24	unknown	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/16/2025	incomplete		Chateau Angelus Dinner	Nantucket Wine Festival			7:00PM-10:00PM		22-24	unkown	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/16/2025	incomplete		Chateau du Pommard Dinner	Nantucket Wine Festival			7:00PM-10:00PM		22-24	13 Upper Tawpawshaw Rd	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/16/2025	incomplete		Pahlmeyer Dinner	Nantucket Wine Festival			7:00PM-10:00PM		22-24	75 Main St	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/16/2025	incomplete		Cos d'Estournel Dinner	Nantucket Wine Festival			7:00PM-10:00PM		22-24	5 Sherburne Turnpike	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/16/2025	incomplete		Ratti Dinner	Nantucket Wine Festival			7:00PM-10:00PM		22-24	10 Maxi Pond Rd	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/17/2025	incomplete		Rose Brunch	Nantucket Wine Festival			10AM-12PM		150	The Nantucket Hotel	no	no	0	all alcohol	no	no	no	no	no	yes	yes	1	n/a		
5/17/2025	incomplete		Maria Mitchell Women's Empowerment	Nantucket Wine Festival			1PM-3PM		60-80	The Nantucket Hotel	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/17/2025	incomplete		Judgment of Paris Seminar	Nantucket Wine Festival			11:30AM-1PM		150	Sconset Casino	no	no	0	all alcohol	no	no	no	no	no	yes	yes	1	n/a		
5/17/2025	incomplete		La Fete Charity Dinner	Nantucket Wine Festival			7PM-10:30PM		150	Sconset Casino	no	no	0	all alcohol	no	no	no	no	no	yes	yes	1	n/a		
5/17/2025	incomplete		Grand Tastings Session 1	Nantucket Wine Festival			11AM-1:30PM		700	Bartlett's Farm	no	yes	5 officers and 1 sargeant	all alcohol	yes	yes	no	yes	yes	yes	yes	2 amb and 2 eng	yes		
5/17/2025	incomplete		Rock n' Rhone Seminar	Nantucket Wine Festival			2PM-3:30PM		40	Bartlett's Farm	no	no	0	all alcohol	yes	no	no	no	no	yes	no	no	yes		
5/17/2025	incomplete		Grand Tasting Session 2	Nantucket Wine Festival			3PM-6PM		700	Bartlett's Farm	no	yes	5 officers and 1 sargeant	all alcohol	yes	yes	no	yes	yes	yes	yes	2 amb and 2 eng	yes		
5/17/2025	incomplete		Farm to Table Dinner	Nantucket Wine Festival			7PM-10PM		30	Bartlett's Farm	no	no	0	all alcohol	yes	no	no	no	no	yes	no	no	yes		
5/17/2025	incomplete		Accendo Cellars Tasting	Nantucket Wine Festival			2PM-3:30PM		22-24		no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		

5/17/2025	incomplete		Canard Vineyard Dinner	Nantucket Wine Festival			7PM-10PM		22-24		no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/17/2025	incomplete		Chateau Beaucastel Dinner	Nantucket Wine Festival			7PM-10PM		22-24	10 Maxi Pond Rd	no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/17/2025	incomplete		Chateau Tropolong-Mondot Dinner	Nantucket Wine Festival			7PM-10PM		22-24		no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/17/2025	incomplete		El Enemigo Dinner	Nantucket Wine Festival			7PM-10PM		22-24		no	no	0	all alcohol	no	no	no	no	no	no	no	0	n/a		
5/18/2025	incomplete		Jazz Brunch	Nantucket Wine Festival			11AM-2PM		150	The Nantucket Hotel	no	no	0	all alcohol	no	no	no	no	no	yes	yes	1	n/a		
5/18/2025	incomplete		NISHA Yappy Hour	Nantucket Wine Festival			10:30AM-12PM		50	Bartlett's Farm	no	no	0	all alcohol	yes	no	no	no	yes	yes	no	0	yes		
5/18/2025	incomplete		Junior Top Chef Competition	Nantucket Wine Festival			10AM-12PM		50	Bartlett's Farm	no	no	0	all alcohol	yes	no	no	no	yes	yes	no	0	yes		
5/18/2025	incomplete		Trade Tasting	Nantucket Wine Festival			11AM-12:30PM		200	Bartlett's Farm	no	yes	2 officers	all alcohol	yes	yes	no	no	yes	yes	yes	1	yes		
5/18/2025	incomplete		Grand Tastings Session 3	Nantucket Wine Festival			1PM-4PM		700	Bartlett's Farm	no	yes	5 officers and 1 sargeant	all alcohol	yes	yes	no	yes	yes	yes	yes	2am and 2 eng	yes		
5/17/2025	complete	051725-01	Running for a cause, not from the cops 5k	Nantucket Police Charitable Association	Jacquelyn Hollis	12:00 AM	8:00 AM - 11:00 AM	12:00 PM	150 + 15	Start at Surfside Beach Parking Lot	no	yes	2	no	no	yes	no	no	no	yes	yes		yes	yes	
5/23/2025	waiting for payment	052325-01	Shipwreck & Lifesaving Museum Opening	Egan Maritime Institute	Carlisle Jensen	3:00 PM	5:00 - 7:00 pm	7:00 PM	60 + 5	Shipwreck and Lifesaving Museum	no	no	0	beer + wine	no	no	no	no	no	yes	no		yes		
5/24/2025	complete		NEW Moon Fest	NCTV	Stephanie Serra	9:00 AM	5:00 PM - 10:00 PM	9:00 AM	350 + 25	Sconset Casino	no	yes	4	beer + wine	no	no	no	yes	no	yes	yes		yes	yes	
5/24/2025	checklist incomplete		Figawi Race Weekend	Figawi Charities	Shelley Crawford and Chris Kelsey	5/22/2025 8:00	9:00 AM - 10:00 PM	5/26/2024 12:00	750 + 30	Nantucket Boat Basin, Corner of New Whale and	no	yes	8	all alcohol	yes	yes	yes	yes	no	yes	yes		yes		
June																									
6/6/2025			Make Nantucket Healthy Again	TEAM Vaccinate	Robert Houton	6:00 PM	6:00 PM - 9:00 PM	9:00 PM	100 + 8	Jetties Beach	yes	yes	2	yes	yes	yes	no	no	no	yes	no		n/a		no events at Jetties, may resubmit for another location
6/14/2025	schedule meeting		Clean Water Classic	Nantucket Land and Water Council	Emily Molden and Hafsa Lewis	7:00 AM	9:00 AM - 12:00 PM	12:00 PM	100 + 10	Francis St. Beach	yes	yes	tbd	no	no	no	no	no	no	yes	yes		no		
6/14/2025	complete		Ride for Baxter	Elise Norton	Elise Norton		9:00 AM - 11:00 AM		60	Start at VFW	no	no	0	no	no	no	no	no	no	no		n/a			
6/28/2025	waiting for payment	062825-01	Race for Open Space	Nantucket Conservation Foundation	Allison Levy	3:00 PM 6/27/25	8:00 am - 12:00 pm	12:30 PM	500 + 25	220 Milestone Rd	no	yes	2	no	no	yes	no	yes	no	yes	yes		yes	invoice sent	
6/30/2025	awaiting response from fire		Fairwinds in Bloom: Supporting Behavioral Health Together	Fairwinds	Lauren Telinde	4:00 PM	5:00 PM - 7:00 PM	7:30 PM	150 + 10	Shipwreck & Lifesaving Museum	no	yes	2	beer + wine	no	no	no	no	no	yes	no		yes		
July																									
7/2/2025	complete	070225-01	Losing Lambie Book Reading	Diana Blau	Diana Blau	9:30 AM	10:00 AM - 11:00 AM	11:30 AM	20 + 1	Children's Beach	no	no	n/a	no	no	no	no	no	no	no	no		yes	yes	
7/3/2025	checklist incomplete		Friends Fete	Almanack Arts Colony	Kelly Zutrau	8:30 AM	6:00 PM - 9:30 PM	07/06/2025, 9:00 AM	175 + 12	25 Almanack Pond Rd	no	no	0	all alcohol	yes	yes	no	no	no	yes	no		yes		
7/4/2025	pending committee review		Nantucket Firecracker 5k Run & Walk	Nantucket Health Club	Robert Laundry	5:30 AM	7:00 AM - 9:00 AM	10:00 AM	600 + 10	Start at Jetties	no	yes	6 or 7	no	no	yes	yes	yes	no	yes	yes		Yes		
7/11/2025	complete	042525-01	Group Show #1 Reception	Artist Association of Nantucket	Nicole Pena	4:00 PM	5:00 pm - 7:00 pm	7:15 PM	80 + 5	8 Federal St	no	no	no	beer + wine	no	no	no	no	no	yes	no		yes	yes	
7/11/2025	waiting for payment	071125-01	Night at the Museum	Egan Maritime Institute	Carlisle Jensen	9:00 AM	5:30 pm - 8:00 pm	12:00 AM	200 + 10	Shipwreck & Lifesaving Museum	no	yes	2	all alcohol	yes	no	no	no	no	yes	yes		yes		
7/22/2025	checklist incomplete		Farm Fresh Feast	Sustainable Nantucket	Cat Steckbeck	7/22/2025; 12:00 PM	5:30 PM - 10:00 PM	07/24/2025; 1:30 PM	224 + 5	168 Hummock Pond Rd	no	yes	2	all alcohol	yes	yes	no	no	no	yes	yes		yes		
7/24/2025	pending committee review		Stargazer Gala	Maria Mitchell	Amy Young	TBD	6:00 PM - 10:00 PM	TBD	400 + 50	Tom Nevers	no	yes	5	yes	yes	yes	no	yes	no	yes	yes		Yes		
7/25/2025	complete	041725-01	Watermarks PC Reception	Artist Association of Nantucket	Nicole Pena	4:00 PM	5:00 pm - 7:00 pm	7:15 PM	100 + 7	12 Straight Wharf	no	no	no	beer + wine	no	no	no	no	no	yes	no		yes	yes	
7/26/2025	checklist incomplete		50th Annual Sand Castle Contest	NISDA	Laura Herold	9:00 AM	1:00 PM - 4:00 PM	4:15 PM	200 + 8	Jetties Beach	yes	no	0	no	yes	no	no	no	no	yes	no		Yes		
7/31/2025	complete	041725-01	Watermarks PC Dinner	Artist Association of Nantucket	Nicole Pena	5:00 PM	6:00 pm - 8:00 pm	8:15 PM	100 + 7	12 Straight Wharf	no	no	no	beer + wine	no	no	no	no	no	yes	no		yes	yes	

August																									
8/1/2025	complete	042525-01	Group Show #2 Reception	Artist Association of Nantucket	Nicole Pena	4:00 PM	5:00 pm - 7:00 pm	7:15 PM	80 + 5	8 Federal St	no	no	no	beer + wine	no	no	no	no	no	yes	no		yes	yes	
8/4/2025	checklist incomplete		NHA Community Day	NHA	Jocelyn Wong	7:00 AM	9:00 AM - 12:00 PM	12:00 PM	500 + 25	Children's Beach	no	yes	5	no	no	no	no	yes	no	yes	yes		yes		
8/7/2025	complete	041725-01	Hale Juried Reception	Artist Association of Nantucket	Nicole Pena	4:00 PM	5:00 pm - 7:00 pm	7:15 PM	100 + 7	12 Straight Wharf	no	no	no	beer + wine	no	no	no	no	no	yes	no		yes	yes	
8/8/2025	complete	042525-01	10 x 10 Reception	Artist Association of Nantucket	Nicole Pena	4:00 PM	5:00 pm - 7:00 pm	7:15 PM	80 + 5	8 Federal St	no	no	no	beer + wine	no	no	no	no	no	yes	no		yes	yes	
8/22/2025	checklist incomplete		Sunset Soiree	The Trustees	Jevon Mansfield	9:00 AM	5:00 pm - 8:00 pm	8:30 PM	175 + 10	Coskata-Coatue Wildlife Refuge	no	yes	2	all alcohol	yes	yes?	no	no	no	yes	no		yes		
8/24/2025	waiting for payment	082425-01	Family Night at the Museum	Egan Maritime Institute	Carlisle Jensen	1:00 PM	3:00 - 6:00 pm	7:00 PM	100 + 10	Shipwreck and Lifesaving Museum	no	yes	1	beer + wine	no	ni	no	no	no	yes	no		yes		
September																									
9/11/2025	waiting for payment	091125-01	Lifesavers Recognition Day	Egan Maritime Institute	Carlisle Jensen	4:00 PM	5:00 - 7:00 PM	7:00 PM	100 + 5	158 Polpis Rd	no	yes	2	beer + wine	no	no	no	no	no	yes	no		yes		
9/13/2025 - 9/14/2025	checklist incomplete		Nantucket Island Fair	Nantucket Island Fair Committee	Jessica Gage and Abby Slosek	9/12/2025 8:00	10:00 AM - 4:00 PM	9/14/2025 16:00	1000 + 40	Tom Nevers Field	no	yes	9	no	yes	yes	no	yes?	yes	yes	yes		yes		
October																									
10/10/2025	complete	041725-01	Wet Paint Recption	Artist Association of Nantucket	Nicole Pena	4:00 PM	5:00 pm - 7:00 pm	7:15 PM	100 + 7	12 Straight Wharf	no	no	no	beer + wine	no	no	no	no	no	yes	no		yes	yes	
10/12/2025	awaiting events committee review		Nantucket Half Marathon	Nantucket Triathlon Club	James Meehan	6:00 AM	8:00 AM - 12:00 PM	12:00 PM	1000 + 75	Bartlett's Farm + Smooth Hummocks	no	yes	11	no	no	yes	no	yes	yes	yes	yes		yes		Land Bank approved on 1/14/25
November																									
December																									
12/5/2025	complete	041725-01	Cool Yule Recption	Artist Association of Nantucket	Nicole Pena	4:00 PM	5:00 pm - 7:00 pm	7:15 PM	100 + 7	12 Straight Wharf	no	no	no	beer + wine	no	no	no	no	no	yes	no		yes	yes	



Agenda Item Summary

Agenda Item #	III. 3b.
Date	4/14/2025

Staff

Amy Baxter, Licensing Administrator

Subject

Rental Vehicle Medallion (RVM) Waitlist Process

Executive Summary

Waitlist process for allocation of for surplus Rental Vehicle Medallions.

Staff Recommendation

Licensing recommends the Select Board consider approval for Licensing to launch the Waitlist process for Rental Car medallions and to set a meeting date to determine allocation for the 8 Surplus Medallions.

The waitlist renewal for Taxi-Tour-Charter-Limo takes place in May and Licensing would prefer to attach this to the existing process.

Select Board must determine the number of medallions released to applicants once they are approved. Recommend 2 or no more than 4 to start. This can be amended based on number available at the Board's discretion. Once an agency has a license they can obtain additional medallions through a transfer with other agencies or by applying for additional spaces on the waiting list.

Background/Discussion

The Select Board reviewed and approved to go with a Waitlist Process over a Lottery at the January Select Board meeting.

Licensing recommends the start of this process go as follows:

- Open Application online Beginning May 1 with public advertising/announcement going live after SB approval.
- Application to mirror existing renewal application for existing agencies (attached).
- Application/Renewal Fee. A Standard \$25 Application Fee which is already approved and Annual Renewal of \$10 to remain on the waiting list. This is consistent with existing Taxi/Tour/Charter/Limo process.
- Any applicants on the existing list of requests (list attached) will retain their place on the list, i.e. they are currently #4 and no one above them applies for the waiting list, they will be #1.



- The process to establish the working list should be the month of May and renewal will take places each May thereafter.

Impact: Environmental ☐ Fiscal ☒ Community ☒ Other ☐

Board/Commission Recommendation

N/A

Public Outreach

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

Attachments

Rental Vehicle Medallion Waitlist Process; Forms Request Waitlist





Rental Vehicle Medallion Waiting List Process

Final Review for 4/14/25 Select Board Meeting

Set-up of Waitlist

- Establish list using order set by existing information request list published in 2021:
<https://www.nantucket-ma.gov/FormCenter/Licensing-29/RENTAL-CAR-INFO-REQUEST-178>
- List of 27 Form Applicants attached
- All those who submitted a form will be contacted and invited to apply for the waiting list. If they apply they will retain their original place on the list.
- Once the original list is complete the new applicants will be placed in the order received.

How to Apply for the Medallion Waiting List

- An online form similar to existing Agency Renewal Form will be posted and go live upon approval of Select Board.
- Licensing requests the establishment of the initial list take place in the month of May to correspond with the waiting list renewal process in place for Taxi/Tour/Charter/Limo.

Waiting List Renewal

- Applicants must renew their position on the waiting list every year during the month of May (or as determined by Select Board).
- A renewal form and fee will be required to maintain position. Currently Taxi Waiting List renewal fee is \$10.
- Those that fail to renew in the month determined will fall off the list and must reapply.

Distribution of Medallions

- Select Board to determine the minimum number of medallions to be distributed to a new agency when available (2-4 recommended)
- Distribution will be on an annual basis as available only - no guarantee there will be medallions available every year.
- Once an applicant is in line to receive medallions they will be notified by Licensing.
- At time of notification they will have 30-60 days (as set by Select Board) to meet determined conditions for a Rental Car Agency.
- The applicant can choose to pass at time of notification and remain on the list at the top spot. The opportunity will then move to the next applicant on the list.

Rental Vehicle Medallion Waiting List

(Request Form Submissions as of 4-7-25)

#	Submission Date	Last Name	First Name	Business Name (if applicable)	Do you currently own, manage or represent a rental car agency?	Do you wish to open a new agency/rental car service?
1	9/17/2021 10:36	BAXTER	AMY	NPD	No	No
2	9/27/2021 5:53	Holmes	Daniel		No	Yes
3	10/13/2021 6:08	Holmes	Daniel	Ack Surfcasting	No	Yes
4	11/15/2021 17:26	Walling	Tom	Enterprise Holdings	Yes - Off Island	Yes
5	12/14/2021 18:15	Oneslager	Carson		No	Yes
6	1/2/2022 12:08	Banjara	samir		No	Yes
7	1/7/2022 11:19	MURPHY	DEAN	Hertz Car Rental	Yes - On Nantucket	
8	2/17/2022 8:06	Banjara	Samir		No	Yes
9	3/16/2022 18:06	Adams	Elizabeth	Avalara on Behalf of SalonCentric, Inc		
10	8/29/2022 19:04	Gingras	Chad		No	Yes

Rental Vehicle Medallion Waiting List

(Request Form Submissions as of 4-7-25)

#	Submission Date	Last Name	First Name	Business Name (if applicable)	Do you currently own, manage or represent a rental car agency?	Do you wish to open a new agency/rental car service?
11	10/1/2022 9:58	White	Seth	ACKtion 4x4 Rentals LLC	No	Yes
12	10/18/2022 13:44	Nahon	Juan	Avis Buget Group	Yes - Off Island	Yes
13	10/26/2022 2:59	Norton	Aaron	???	No	Yes
14	11/14/2022 9:14	Luna	Bruno		No	Yes
15	3/24/2023 12:53	Glowacki	Charlie		No	Yes
16	3/29/2023 15:55	Broad	James		No	Yes
17	3/30/2023 16:39	Mahoney	Timothy	Affordable rentals	Yes - On Nantucket	No
18	3/31/2023 8:28	McAuley	Aaron		Yes - On Nantucket	Yes
19	4/20/2023 16:54	Morris	Mike	Go Rentals	Yes - Off Island	Yes
20	7/31/2023 10:06	mahoney	timothy	Affordable Rentals	Yes - On Nantucket	No

Rental Vehicle Medallion Waiting List

(Request Form Submissions as of 4-7-25)

#	Submission Date	Last Name	First Name	Business Name (if applicable)	Do you currently own, manage or represent a rental car agency?	Do you wish to open a new agency/rental car service?
21	9/29/2023 10:25	Marinova	Polya		Yes - On Nantucket	No
22	11/2/2023 13:12	Conway	Joseph		Yes - On Nantucket	Yes
23	1/2/2024 22:08	mahoney	timothy	Affordable Rentals	Yes - On Nantucket	No
24	1/18/2024 19:36	Furnadzhiev	Hristo		No	No
25	3/23/2024 15:17	Mainova	Polya		No	No
26	5/6/2024 21:29	Holmes	James	Just Charming MA LLC	No	Yes
27	5/8/2024 11:19	Mahoney	Timothy	Affordable Rentals	Yes - On Nantucket	No
28	5/8/2024 19:48	Belanger	Dean		No	Yes



Town & County of
NANTUCKET, MA

LICENSING & PERMITS OFFICE
PSF, 4 Fairgrounds Road, M-F 8am-4pm
508-325-4100, x5917
licensing@police.nantucket-ma.gov

2025

RENTAL VEHICLE BUSINESS LICENSE RENEWAL

License Renewal Fee: \$150

Note: All Town taxes, fees, assessments, betterments and other outstanding municipal charges must be paid before the release of new or renewed Town licenses. Please contact Tax Department at 508-228-7200 x 7047 or 7048 if you have a question on tax payment status.

Part I - Applicant

BUSINESS NAME(Applicant) _____

DBA _____ BUSINESS TAX ID # _____

BUSINESS EMAIL _____ BUSINESS PHONE _____

BUSINESS PHYSICAL ADDRESS _____ CITY _____ STATE _____ ZIP _____

BUSINESS MAILING ADDRESS _____ CITY _____ STATE _____ ZIP _____

LOCATION OF RENTAL AGENCY PREMISES ON NANTUCKET _____

Part II – Manager of Record

MANAGER NAME _____

MANAGER EMAIL _____ MANAGER PHONE _____

MANAGER PHYSICAL ADDRESS _____ CITY _____ STATE _____ ZIP _____

MANAGER MAILING ADDRESS _____ CITY _____ STATE _____ ZIP _____

Part III – Business Organization

The business for which this application is being filed is a

- ☐ Sole Proprietorship (list owner's name):
- ☐ Partnership (List all partners):
- ☐ Limited Partnership (list all partners):
- ☐ Corporation/LLC

If the applicant is a corporation/LLC, give the name and home address of each officer, director, shareholder, member and the amount of stock in the company owned by each person. Submit an additional sheet with this information if necessary:

Applicant Signature _____ Date _____

Official Use Only

Signature _____ Date _____

Comments: _____

The Commonwealth of Massachusetts
Town of Nantucket
Motor Vehicle Lessor Surcharge Return

Surcharge Period: December 2024

Business Name:

Rental Location:

Nantucket, MA 02554

According to Massachusetts General Laws, Chapter 90, Section 20E as amended, all registered owners Of motor vehicles engaged in the taxicab business or the business of leasing or renting motor vehicles must file a surcharge return: The surcharge will be paid to the city or town within whose borders the rental or lease transaction was initiated as specified in the rental or lease agreement. The surcharge is sixty cents (\$.60) per rental or lease transaction. The registered owner engaged in the taxicab business or the business of leasing/renting motor vehicles is required to pay this surcharge, but may pass the surcharge along as a cost of the lease or rental to the renter or lessee. The payment and return must be received by the twentieth day of the month following the month in which the surcharge was collected.

REPORT

Number of Rental Transactions: 55

Surcharge (Item 1 x \$0.60) : \$ 33.00

I DECLARE THAT I HAVE EXAMINED THIS RETURN AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE AND CORRECT.

Signature

01/07/2025

Date

Title / Phone Number

Made check payable to and send to:
Town of Nantucket
Office of the Parking Clerk

4 Fairgrounds Rd.
Nantucket, MA 02554



Town & County of
NANTUCKET, MA

PERMIT #: _____

DATE: _____

BEACH DRIVING PERMIT

THIS PERMIT DOES NOT INCLUDE GREAT POINT

Stickers Expire **Annually** on December 31st

Please check one of the following boxes and be ready to show your **REQUIRED** registration.

Vehicle Registered ON Nantucket Purchase Date: January 1 - May 31	\$50 ☐	Vehicle Registered ON Nantucket Purchase Date: June 1 - December 31	\$100 ☐	Rental Vehicle Purchase Date: January 1 - December 31	\$200 ☐
Vehicle Registered OFF Nantucket Purchase Date: January 1 - June 30	\$100 ☐	Vehicle Registered OFF Nantucket Purchase Date: July 1 - September 30	\$150 ☐	Vehicle Registered OFF Nantucket Purchase Date: October 1 - December 31	\$100 ☐

VEHICLE OWNER: _____

APPLICANT: _____

EMAIL: _____ PHONE #: _____

NANTUCKET ADDRESS: _____
(CAN BE A HOTEL/RENTAL HOME/DOCK/ETC.)

PLATE #: _____ STATE: _____

MAKE/MODEL/COLOR: _____

In consideration of the issuance of this "Beach Vehicle Permit," I accept full responsibility for any liability which may arise from the operation of my vehicle upon the designated areas for which this "Beach Vehicle Permit" is issued, and I will save and hold harmless the Town of Nantucket, its employees, and the owners of participating properties as shown on the Beach Driving Map against any claims and losses that may arise in connection with the operation of my vehicle within the aforementioned designated areas.

I certify under the pains and penalties of perjury that I have read, understand, and agree to abide by the laws and regulations governing the use of vehicles on the designated beaches and routes within the Town of Nantucket and to the conditions set forth above.

Signature: _____

DECALS MUST BE PLACED ON FRONT AND REAR BUMPER

NON-REFUNDABLE & NON-TRANSFERABLE

CC

Cash

Check



Agenda Item Summary

Agenda Item #	III. 3c.
Date	4/14/2025

Staff

Amy Baxter, Licensing Administrator

Subject

Annual Renewal of Sidewalk Dining Permits– Public Property Fees

Executive Summary

In March of 2023, downtown core restaurants that were allowed sidewalk seating under Pandemic related conditions applied for permanent Alteration to their Liquor Licenses and executed License Agreements with the Town of Nantucket for use of the public space. Those Sidewalk permits must be renewed on an Annual basis.

Staff Recommendation

1. Select Board to review agreement terms and conditions as developed in 2023 and consider renewal of permits and 2025 License agreements. Several changes are recommended to the conditions.
2. Discuss review of 2024 season and any concerns or feedback on the program and specific locations.
3. Vote on terms and conditions with or without amendments. Vote on location renewals.
4. Approved locations will be required to sign the License Agreement, pay associated fees and provide insurance coverage to receive sidewalk permit.
5. If significant changes are made to the program or individual spaces are reduced it is recommended that a fee reduction be considered.

Background/Discussion

LICENSING COMMENTS

Review of the program was requested by several sources including PLUS and Town Administration. The complaints, concerns and recommendations are as follows:

1. Many spaces have been pushing past the initial boundaries as established by ADA and related guidelines. Main sidewalks like Main Street require 6 feet of pedestrian passage. Side streets 4-5 feet.
2. PLUS has requested up to 8 feet vertical and horizontal clearance. No space would meet that currently unless they went to smaller 2 tops on Broad and Main Street.
3. Additional issues with added furniture/umbrellas that have not been approved by the Town and that push too far into pedestrian spaces.



4. Several locations left items out on the sidewalk and lights in the trees all winter. Lights in the trees are not approved by the Town.
5. One location in particular was found to have a bar cart/service bar on the sidewalk and patrons standing around like it was a bar and no staff present. All of the above not allowed. They were given a warning.

RENEWALS:

Please note that renewal does not automatically issue the permit. A signed license agreement, proof of insurance and fees are required. The Renewals are as follows:

BROAD STREET

1. Ethos Nantucket, 18 Broad Street
 - a. 4 Tables; 16 Seats
2. Billies on Broad (Formerly Dune), 20 Broad Street
 - a. 4 Tables; 16 seats

SOUTH WATER STREET

1. Rose & Crown, 23 South Water Street
 - a. 6 Tables; 20 Seats
2. Nantaco, 21 South Water Street
 - a. Non-Renewal of license
3. Misogi Noodle Bar, 9 South Water Street
 - a. 4 Tables, 8 Seats

MAIN STREET

1. The Club Car, One Main Street
 - a. 5 Tables; 10 seats
2. Lemon Press, 41 Main Street
 - a. 5 Tables; 20 seats
 - b. Limited to Dinner Service Only beginning @ 5pm

STRAIGHT WHARF

1. Backyard BBQ, 20 Straight Wharf
 - a. 4 Tables; 16 seats

Impact: Environmental ☐	Fiscal ☐	Community ☐	Other ☐
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Board/Commission Recommendation
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N/A



Public Outreach

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

Attachments

Sidewalk Dining Presentation



Sidewalk Dining Review



Internal Discussion Only

Presented By : Licensing and Permits

Sidewalk Dining Program: *What Needs to be Solved?*



After instituting a Sidewalk Dining Permit post-pandemic (2022) a review of standards and conditions is requested before renewals granted for 2025.



Discussion Points:

- How are restaurants managing trash?
- How do we create a more consistent look with furniture, stations and lighting?
- Where are pedestrian passage ways being impacted by furniture/umbrellas?
- What other impacts to sidewalks is occurring outside of dining areas? i.e. host stands, furniture, statues, etc.
- What are ways to expand or support in the future (through Planning efforts)?

Conditions

As detailed in 'Exhibit A of current License Agreement

Discussion Points/Recommended Changes in Red

Hours of Operation: 8am to 10pm daily. (Exception Lemon Press 5pm to 10pm daily)

Entertainment: No Entertainment/Music (Non-Live/Live) allowed on sidewalk seating areas.

Maintenance of Public Right of Way:

Constantly monitor the dining area for waste paper, garbage and other trash.
Placement clips, cup holders and other must be utilized to prevent blowing paper.

ADA accessibility:

A clear pedestrian path required. A minimum of 48" but 60" preferred.

Planning recommends 8ft clearance which is not possible in most areas.

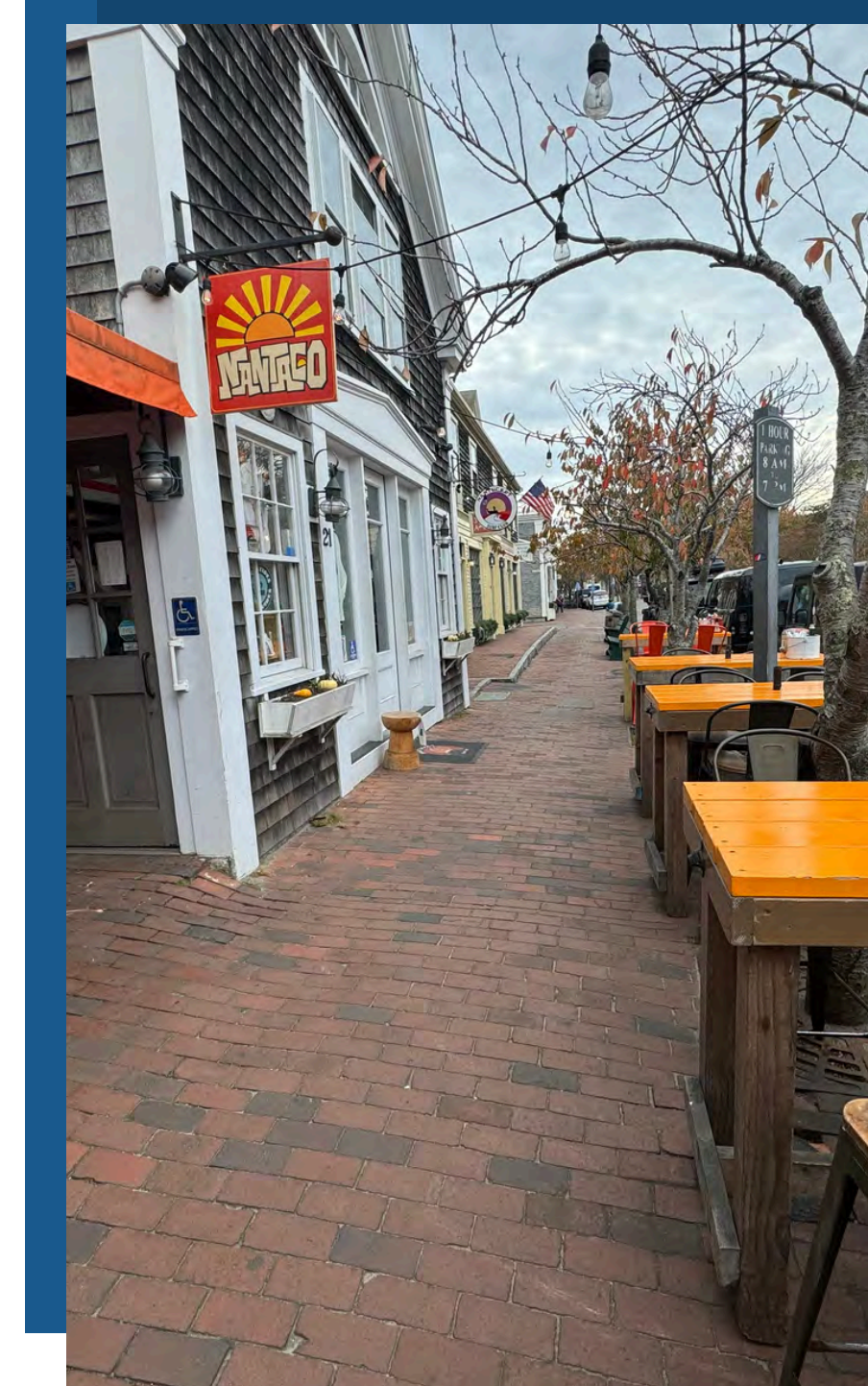
Eliminate umbrellas as they overtake pedestrian passage. Do we reduce tables to 2-top?

Proof of Consent by Third Parties:

Restaurants with proposed outdoor sidewalk seating on private property of third parties must submit proof of consent by the third party to for such use, such as a lease or other agreement.

Liability:

Restaurants with outdoor seating on public property must provide certificate of liability insurance naming the Town of Nantucket as an additionally insured party in the amount of \$500,000/\$1 million providing coverage during the license period. Restaurants serving alcohol must provide proof that the Licensee's Liquor Liability Insurance policy covers the proposed outdoor seating area and that the Town is listed as additional insured.



NanTaco

Appearance

As detailed in 'Exhibit A of current License Agreement

Discussion Points/Recommended Changes in Red

Sidewalk Dining Furniture and Accessories:

Easy to assemble on site and dismantle for storage or in case of emergency hazard situations.

Require removal of tables/chairs nightly or when restaurant closed? Storage may be difficult for some. Recommended at least chairs removed

All outdoor furniture, plantings, and amenities will be of a high quality and add to the appearance and vibrancy of the public way.

Any changes to furniture/accesories must be reviewed/approved by Town. Compliance inspections to be made at the discretion of the Building Commisioner as it relates to accesibility.

Areas that are determined to be in poor condition or of poor-quality materials that detract from the public way will be asked to upgrade or remove the outdoor dining area.

Signage and Advertising Restrictions

While modest enhancement of outdoor seating areas is encouraged (e.g. with flower planters), signs and corporate logos (including that of the restaurant utilizing the outdoor dining space) may not be displayed in the outdoor seating area. No promotional signage or logos shall be allowed on any outdoor dining elements (umbrellas, enclosures, etc.). **No enhanement may block pedestrian passage.**

Heaters:

Fire Department permit required for any proposed propane heating lamps.



Rose & Crown

Outdoor Dining Fees

Beer & Wine: \$1000

Maximum 3 tables or 12 seats
Must fit within storefront/licensed premises

Beer & Wine: \$1500

Minimum 4 tables
Maximum tbd based on storefront & location
Must fit within storefront/licensed premises

All Alcohol: \$2000

Maximum 3 tables or 12 seats
Must fit within storefront/licensed premises

All Alcohol: \$2500

Minimum 4 tables
Maximum tbd based on storefront & location
Must fit within storefront/licensed premises



Analysis

- 8 Locations were permitted for Outdoor Dining on Town sidewalks in 2024.
- Minimal complaints are generally received from the public on this subject. Any issues or complaints are captured in this chart by location.
- Congestion in many areas is common and spaces/umbrellas/tables are pushing into pedestrian passage.
- Standards for Pedestrian Passage were set during Covid in consultation with State and Local ADA representatives.

LOCATION	TYPE	ISSUES
Rose & Crown South Water Street	All Alcohol 5 Tables	• Paper Goods/Trash Management
NanTaco South Water Street	All Alcohol 16 seats max	• Paper Goods/Trash Management • Staff monitoring of service lacking
Misogi Noodles South Water Street	All Alcohol 3 Tables/ 2-tops only	• Very tight space - can only do 2 tops
Dune Broad Street	All Alcohol 5 tables	• Currently places tables on both sides of sidewalk which reduces pedestrian passage
Ethos Broad Street	All Alcohol 3-4 tables	• Tables left on sidewalk • Loose management of alcohol service
Lemon Press Main Street	All Alcohol 4 tables - dinner only	• Crowded Sidewalk and furniture left out when take out line crowds sidewalk
Club Car Main Street	All Alcohol 3-4 Tables/2-tops only	• Congested area/taxi stand
Backyard BBQ Lower Main Street/Straight Wharf	All Alcohol 5 Tables	• Congested Area/Adjacent Taxi Stand • Umbrellas Reach out into Pedestrian way

South Water



Rose & Crown

23 South Water Street



NanTaco

21 South Water Street



Misogi Noodles

9 South Water Street

Main Street



Lemon Press

41 Main Street



The Club Car

One Main Street



Backyard BBQ

20 Straight Wharf

Broad Street



Dune (Transfer in process)

20 Broad Street

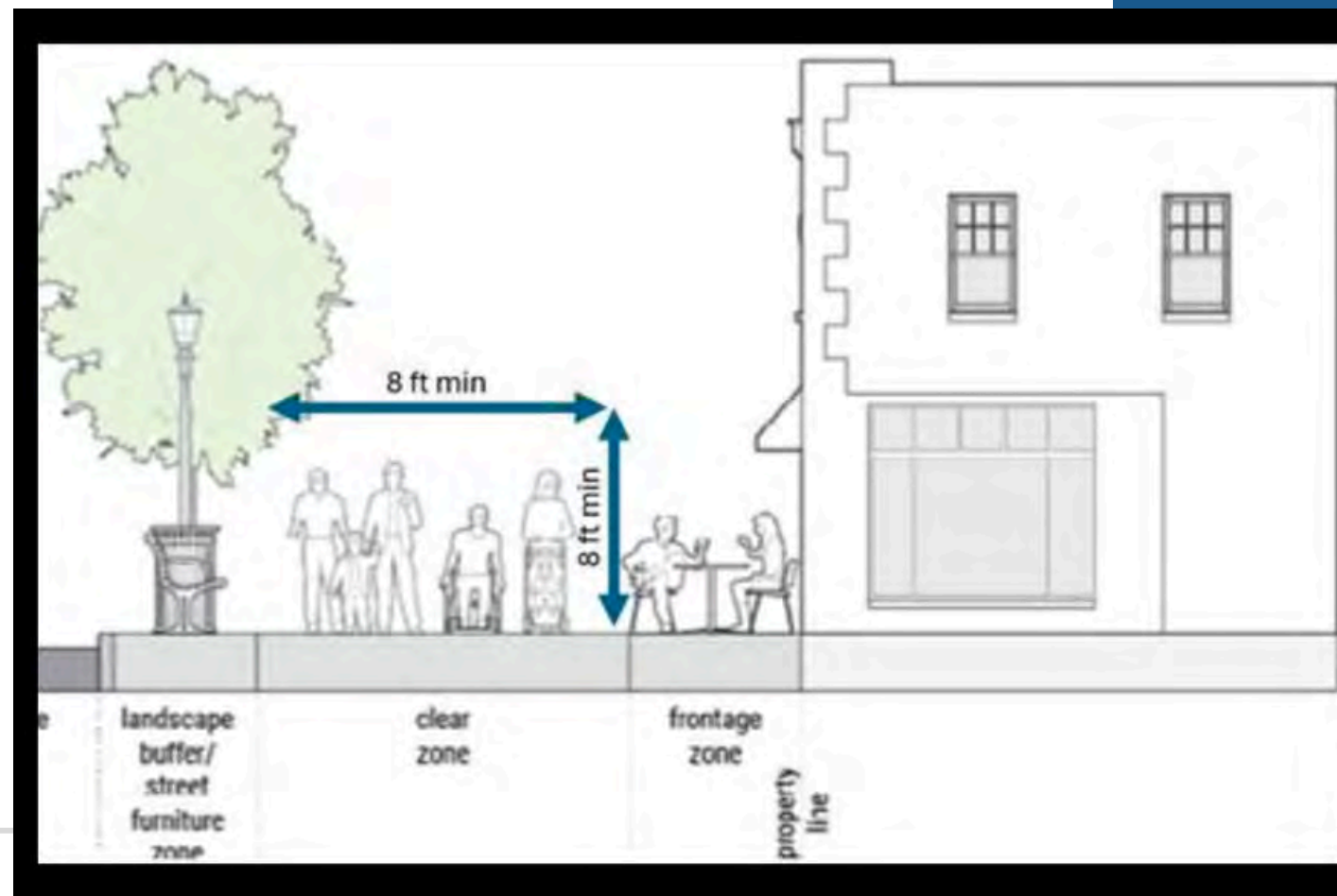


Ethos

18 Broad Street

Planning Proposal

As recommended by PLUS (Mike Burns)



For Discussion:



Expand requirements for pedestrian passage to 8 feet vertical and horizontal.



Short-term options: 8ft requirement may eliminate most spaces. Can we make adjustments while a long term solution is considered? Remove umbrellas? Reduce all. Tables to 2-tops only?



Future/Long-term solution: Consider elimination of parking spaces to accommodate expanded sidewalks/seating areas on a seasonal basis?



Action Items *For Discussion.....*

What steps can we take to move this program forward and address concerns?

- Solicit feedback and conversation with Restaurants on benefits and challenges of program. Include Chamber and C&T on full business impact.
- Style guidance for furniture, etc. should be reviewed and approved.
- Consider extending policy and agreement into wider policy or regulations to include all uses of public sidewalks by businesses. I.e. host stand, book signings, etc.





Agenda Item Summary

Agenda Item #	IV. 1.
Date	4/14/2025

Staff

Amy Baxter, Licensing Administrator

Subject

Special Event Extension of Entertainment Hours – ***Cisco Brewers, Inc. dba Cisco Brewers, 5 Bartlett Farm Road***

Executive Summary

Cisco Brewers has requested an extension of their Entertainment Hours for a Special Event open to the public on June 21, 2025. The Extension would be from 7:00 pm (normal shut-down) to 9:00 pm.

Staff Recommendation

The request falls within the noise ordinance for a one-time event. It is recommended that abutters are notified prior to the event.

Background/Discussion

Please note that the Liquor License is valid until 11:00 pm and they are allowed by law to serve until 11:00 pm. It is by choice of the operators to close at 7:00 pm. Regardless of the Entertainment decision, the Licensee may be open for Alcohol sales and service until 11:00 pm.

Massachusetts State Law says that § 12 licensees cannot be barred from serving alcohol between 11:00 a.m.-11:00 p.m. LLAs may grant extended opening hours between 8:00 a.m. and 11:00 a.m. and extended closing hours between 11:00 p.m. and 2:00 a.m. In no event can sales be made between 2:00 a.m. and 8:00 a.m.

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

Board/Commission Recommendation

N/A

Public Outreach

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)



Attachments

Summer Solstice Event Proposal; Cisco Emergency Action Plan; Cisco Brewers Entertainment License



Cisco Brewers Summer Solstice Event Proposal

Event Date: June 21, 2025

Event Time: 11am-9pm

Location: Cisco Brewers, 5 Bartlett Farm Rd

Expected Ticket Sales/Attendance: 700-800 people

Health and Safety Protocols: Visible, accessible, and clearly marked emergency exits. Police and EMT Detail.

In addition to the police detail, we will have 2 parking lot attendants. We will have 6 people stationed at the door to manage the line, check ID's, and scan tickets. And 6 people stationed around the courtyard to manage the crowd and keep the fire exits clear.

Transportation and Parking: Cisco Shuttle will run its normal route from downtown to the brewery. Along with our normal parking, we will ask permission to use Bartlett's Farm as an overflow lot and provide transportation from that lot to the brewery entrance.

Event Overview:

Cisco Brewers is excited to host an exclusive, elevated ticketed music event to celebrate the Summer Solstice, marking the official start of the summer season on Nantucket. The event will include 3-4 music artists beginning at 12pm and concluding at 9pm. We will have a couple local artists, as well as a national touring artist, Stephen Marley.

LICENSE FEE: **\$100.00**

THE LICENSING BOARD *for the*
TOWN OF NANTUCKET, MASSACHUSETTS
HEREBY GRANTS AN
ENTERTAINMENT LICENSE
▶ **SEVEN DAYS** ◀

BUSINESS: Cisco Brewers, Inc.
DBA: Cisco Brewers
PREMISES: 5 Bartlett Farm Road
Nantucket, MA 02554
MANAGER: Randolph Hudson

LICENSED PREMISES DESCRIBED AS:

Garden Area starting at Northeast corner of Brewery Retail, heading North for 5 feet and turning West along Garden for 60 feet, turning South for 100 feet to edge of Patio, turning East to Southwest corner of Brewery wall, turning North along Brewery wall to beginning at Northeast corner of Retail.

Approved Entertainment:

- LIVE MUSIC AND ENTERTAINMENT
- STREAMING/PRE-RECORDED MUSIC
- TELEVISION
- AMPLIFIERS

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of Section 183A, Chapter 140 of the Massachusetts General Laws, and any rules or regulations made thereunder by the licensing authorities.

Conditions of License:

- **HOURS: 12:00 pm to 7:00 pm; 7 Days**
- All Entertainment must end by 7:00 pm.
- **ACOUSTIC MUSIC ONLY** to be played through house system.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this 9th day of December 2024.



Brooke Mohr
Chair, Select Board

THIS LICENSE WILL EXPIRE DECEMBER 31, 2025

**Unless earlier suspended, cancelled, or revoked*

**This License Shall Be Displayed On the Premises in a Conspicuous Place Where it May Be Easily Seen.
A Current Certificate of Inspection with Approved Occupancy Must Always be Posted with this License.**

Cisco Brewers Emergency Action Plan for Normal Business with Special Event Addendum

The purpose of this Security, Safety & Emergency (SSE) Procedures Handbook is to establish protocols that will enable the Cisco Brewers (CB) Staff, the Nantucket Police Department, the Nantucket Fire Department, and hired Security Services to anticipate when possible, and respond to any SSE situations that may occur during regular business or during special events, and to assign responsibilities for effective management and coordination of the resources to control these situations. This plan provides the basis for orderly evacuation, effectively utilizing manpower and equipment, to assure the minimization of lost life, injuries, and/ or damaged property.

A. SECURITY, SAFETY & EMERGENCY PROCEDURES HANDBOOK

This Security, Safety & Emergency (SSE) Procedures Handbook was developed to anticipate possible emergencies and disasters that may occur, assigning responsibilities to provide emergency preparedness/response to personnel working on or around Cisco Brewers (CB) It shall be reviewed by the CB staff, Police and Fire Departments, and hired Security Services on an ongoing basis. Sections of this handbook shall be revised as necessary.

B. GENERAL PUBLIC SAFETY

It is the desire of CB and participants in the Public Safety Program, that the utmost effort be extended in a coordinated and informed manner, to respond to emergencies and incidents which may impact the safety of the public and staff at CB. The Public Safety Program is divided into four categories: Nantucket Police Department, Nantucket Fire Department, First Aid / EMT, Cisco Security. CB maintains MA Certified Crowd Managers on staff at all times.

C. POLICE DEPARTMENT

CB will contract with Nantucket law enforcement to provide police detail as necessary to patrol the perimeter and CB grounds assuring compliance with all laws. These services include but are not limited to the investigation of crimes, compilation of reports, and maintaining law and order.

D. FIRE DEPARTMENT

If a fire situation should arise, the necessary information shall be reported to CB Security Services. They shall dial 911 and report the incident. Security will relay to the Nantucket Fire Department via 911 dispatch the best location / gate to access the incident. If a gate or gates needs to be opened for access of fire equipment, security shall relay that information to the correct area supervisor for immediate action. The designated management will escort the Fire Department to the correct area.

E. FIRST AID / EMT

CB will contract with the Nantucket Fire Department to provide on site first aid and medical services as necessary by CB and NFD determinations. Nantucket Fire will respond to medical emergencies and evaluate the situation and patients. Requests for ambulance transport or medical care will be directed through the Fire Department.

F. CISCO SECURITY TEAM

CB will maintain daily security for security services that include but are not limited to:

1. Patrolling the entire CB grounds and parking areas.
2. Scheduling personnel at gates used for ingress and egress.
3. Scheduling personnel for fixed and roving positions.
4. Inspecting perimeter fencing.
5. Inspecting emergency exit gates during the business operational hours.

G. RECOGNIZING POTENTIAL SCENARIOS

1. When CB Security are patrolling their positions (fixed or roving) they must always be aware of what is happening around them. This is described as 'Situational Awareness'. They should be aware of situations including but not limited to:
2. Individuals acting excessively aggressive, intoxicated, or other unusual behaviors inside or outside CB grounds.
3. Someone spending too much time watching a location where money is accumulated or high level access is granted. CB Security should be especially alert to repeat visitors or outsiders who have no apparent business and are asking about the facility or operations.
4. A vehicle parked too long in an unusual area.
5. An individual appearing to be carrying a weapon (gun, mace, pepper spray or knife). Toy guns, water pistols or other imitation weapons are prohibited items upon entry to CB grounds.

This list is only to assist CB Security in their awareness of possible situations they may encounter. If any CB Security personnel observe situations they determine to be suspicious or potentially hazardous, they will contact CB management and

describe what they are observing. CB management will respond and further assess the situation. They will either deal with the situation directly or request assistance from the Nantucket Police Department.

H. COMMUNICATIONS HOW TO REACT TO A SECURITY, SAFETY, OR EMERGENCY

SITUATION In any security, safety or emergency situation:

1. CB Staff who witness the incident shall immediately report to CB Management with clear and concise information including location, injuries, number of people involved and size of area involved.
2. CB will make a determination of the appropriate response and what agency(ies) to notify.
3. CB Management will consult with representatives from the Local Police Department, the Local Fire Department, and make a decision as to what type of response is warranted and the proper action to be taken.
4. CB may alert all entry gates to switch to exit only until advised otherwise. Exits used for emergency situations only will be swung open.
5. CB Security will:
 - a. Cooperate with emergency officials and follow their instructions as they arrive in response to the emergency dispatch.
 - b. Always remain calm and speak with authority when giving instructions in order to move people out of danger.
 - c. NOT offer information to reporters or answer questions. Any inquiries from the media shall be directed to CB.
 - d. Report the incident immediately to CB Security or your Supervisor in one of the following ways:
 - i. Via cell phone to a member of the Management Team
 - ii. In person to CB Security if visible in the area
 - e. Communicate the following clearly:
 - i. Your Name
 - ii. The location of the incident (Distinguishable Landmark)
 - iii. The nature of incident
 - iv. Wait for instructions from Security or Emergency Personnel
 - f. Take Ownership of the Situation by:
 - i. Remaining calm
 - ii. Being clear & concise
 - iii. Giving as much information as you can
 - iv. Listening
 - v. Dealing with injuries if appropriate

- g. Record all Information:
 - i. Write down the time you were made aware of the incident
 - ii. Detail information about those involved (Full name, address)
 - iii. Nature of the incident
- h. Ensure the Incident is handed over, with details, to the relevant person:
 - i. Your Team or Area Leader or a member of the CB Management Team
 - ii. Medical Support
 - iii. Security
 - iv. Police Department



Agenda Item Summary

Agenda Item #	IV. 2.
Date	4/14/2025

Staff

Amy Baxter, Licensing Administrator

Subject

Liquor License Amendment Application – ***The Sankaty Head Beach Club, Inc, DBA Sankaty Head Beach Club, 18 Hoicks Hollow Road, License #00041-CL-0762***

Executive Summary

Sankaty Head Golf Club, Inc. is applying for a Change of Officers for their ***Annual Club All Alcohol*** Liquor License for ***DBA Sankaty Head Golf Club*** at ***100 Sankaty Road.***

Staff Recommendation

Applicant meets all requirements and has submitted documentation as outlined below.

Application must be approved by both the Local Licensing Authority (Select Board) and ABCC.

Background/Discussion

Summary and Requirements for Change of Officers (Non-Profit Club):

The Sankaty Head Beach Club is updating their list of Officers with the ABCC as is required for Clubs before or at same time to making other licenses amendments. Officers and Directors must match ABCC records. As they are a Non-Profit Club (no ownership by Officers) they are not required to submit CORIs as other establishments must do. Requirements for Change of Officers include:

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Vote of the Club
- Business Structure Documents

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

Board/Commission Recommendation

N/A

Public Outreach



Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

Attachments

ABCC Change of Officers Application; Sankaty Head Beach Club Liquor License





The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Nantucket

City/Town

00041-CL-0762

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- | | | | |
|---|---|---|---|
| ☐ 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 |
| ☐ Outdoor Only
Alteration of Premises | | ☐ Other: <input type="text"/> | ☐ Change of DBA |

APPLICANT INFORMATION

Name of Licensee

DBA

Street Address

Zip Code

Manager

Granted under
Special Legislation? Yes ☐ No ☒

Type

(i.e. restaurant, package store)

Class

(Annual or Seasonal)

Category

(i.e. Wines and Malts / All Alcohol)

If Yes, Chapter

of the Acts of (year)

DESCRIPTION OF PREMISES

Complete description of the licensed premises

Bar, Kitchen, Eating Facilities.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date:

Time:

Advertised: Yes ☐ No ☒ Date Published:

Publication:

Abutters Notified: Yes ☐ No ☒ Date of Notice:

Date APPROVED by LLA

Decision of the LLA

Additional remarks or conditions
(E.g. Days and hours)

For Transfers ONLY:

Seller License Number:

Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

LICENSE #: 00041-CL-0762

LICENSE FEE: \$3,900.00

THE LICENSING BOARD *for the*
TOWN OF NANTUCKET, MASSACHUSETTS
HEREBY GRANTS AN
**COMMON VICTUALLER
SEASONAL RETAIL CLUB LICENSE**
TO EXPOSE, KEEP FOR SALE, AND TO SELL
ALL ALCOHOLIC BEVERAGES

TO BE CONSUMED ON THE PREMISES

BUSINESS: Sankaty Head Beach Club, Inc.

DBA: SANKATY HEAD
BEACH CLUB

PREMISES: 18 Hoicks Hollow Rd
Siasconset, MA 02564

MANAGER: Lori Snell

ON PREMISES DESCRIBED AS:

Bar, Kitchen, Eating Facilities.

The hours during which alcoholic beverages may be sold: In accordance with MGL Chapter 138 and amendments thereto with the local provision that patrons shall not be served alcoholic beverages before 8:00AM Monday through Saturday and 11:00AM on Sunday. **No alcohol service is permitted after 1:00AM** and patrons must be off the license premises and said **premises must be closed by 1:30AM**. Any restrictions apply as are on file with the local licensing authority. In accordance with Article 40 ATM 2001, Chapter 86.1 Board of Health Regulations Prohibit Smoking in Certain Places within the Town of Nantucket.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the Massachusetts General Laws, as amended and any rules or regulations made thereunder by the licensing authorities, including, but not limited to Chapter 250 of the Town of Nantucket Rules and Regulations Governing Alcoholic Beverages.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this xxth day of March 20xx.

Chair, Select Board

THIS LICENSE IS VALID APRIL 1, 202x– January 15, 202x

**Unless earlier suspended, cancelled, or revoked*



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 AMENDMENT-Change of Officers, Stock or Ownership Interest

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)

00041-CL-0762

ENTITY/ LICENSEE NAME THE SANKATY HEAD BEACH CLUB INC

ADDRESS 18 HOICKS HOLLOW ROAD

CITY/TOWN SIASCONSET

STATE MA

ZIP CODE 02564

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 SUBMIT THIS
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

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



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

APPLICATION FOR AMENDMENT

-Change of Officers, Stock or Ownership Interest

☒ **Change of Officers/ Directors/LLC Managers** ☐ **Change of Stock Interest**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- Vote of the Entity
- CORI Authorization
- 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

(e.g. New Stockholders or Transfer or Issuance of Stock)

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- Financial Statement
- Vote of the Entity
- CORI Authorization
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement
- 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

☐ **Change of Ownership Interest**

(e.g. LLC Members, LLP Partners, Trustees etc.)

- Payment Receipt
- Monetary Transmittal
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- Financial Statement
- Vote of the Entity
- CORI Authorization
- Business Structure Documents
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☐ **Non-Profit Club Change of Officers/ Directors**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- Vote of the club signed by an approved officer
- Business Structure Documents -**Articles of Organization** from the Secretary of the Commonwealth

☐ **Management Agreement**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Vote of Entity
- Management Agreement

**If abutter notification and advertisement are required for transaction, please see the local licensing authority.*

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
THE SANKATY HEAD BEACH CLUB INC.	SIASCONSET, NANTUCKET COUNTY, MA	00041-CL-0762

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

2025 CHANGE OF OFFICERS AND DIRECTORS

APPLICATION CONTACT

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

Name	Title	Email	Phone
KEVIN F. DALE	CLERK	kevin@nantucketlwfir.com	508-228-4455

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

2. 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
EILEEN O'GARA			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
PRESIDENT AND DIRECTOR	-0-	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No

Name of Principal	Residential Address	SSN	DOB
W.A. COLLINS			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
TREASURER AND DIRECTOR	-0-	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No

Name of Principal	Residential Address	SSN	DOB
MARCIA MORAN			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
SECRETARY AND DIRECTOR	-0-	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No

Name of Principal	Residential Address	SSN	DOB
KEVIN F. DALE			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
CLERK	-0-	☐ Yes ☒ No	☒ Yes ☐ No	☒ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
DARRELL GUSTAFSON			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
DIRECTOR	-0-	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No

Name of Principal	Residential Address	SSN	DOB
JOHN A. HILTON, JR.			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
VICE-PRESIDENT AND DIRECTOR	-0-	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No

Additional pages attached? ☒ Yes ☐ No

CRIMINAL HISTORY

Has any individual listed in question 2, 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

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

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

Entity Name

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

THE SANKTY HEAD BEACH

Name of Principal	Residential Address	SSN	DOB
FLORENCE LEVISON			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
DIRECTOR	-0-	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No

Name of Principal	Residential Address	SSN	DOB
TIMOTHY WARD			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
DIRECTOR	-0-	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No

Name of Principal	Residential Address	SSN	DOB
MARCIA MORAN			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
SECRETARY and DIRECTOR	-0-	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
JAMIE PFAFF			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
DIRECTOR	-0-	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No

Name of Principal	Residential Address	SSN	DOB
CRISS L. TROAST			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
DIRECTOR	-0-	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
PAMELA HOLDING		1	

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
DIRECTOR	-0-	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
CANDY GREIG			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
DIRECTOR	-0-	☒ Yes ☐ No	☒ Yes ☐ No	☐ 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

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

3. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

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

Name of Principal	Title/Position	Percentage of Ownership
EILEEN O'GARA	PRESIDENT	-0-
Name of Principal	Title/Position	Percentage of Ownership
W.A. COLLINS	TREASURER	-0-
Name of Principal	Title/Position	Percentage of Ownership
JOHN A. HILTON, JR.	VICE-PRESIDENT	-0-
Name of Principal	Title/Position	Percentage of Ownership
MARCIA MORAN	SECRETARY	-0-
Name of Principal	Title/Position	Percentage of Ownership
KEVIN F. DALE	CLERK	
Name of Principal	Title/Position	Percentage of Ownership

4. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 2, 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

5. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 2, 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

6. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 4 or 5 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. FINANCIAL DISCLOSURE

Associated Cost(s): (E.g. 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):"

Associated Cost(s):

N/A

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
N/A			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

FINANCIAL INFORMATION

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

THE SANKATY HEAD BEACH CLUB INC.'S OPERATING BUDGET

APPLICANT'S STATEMENT

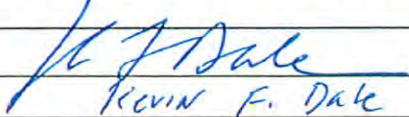
I, KEVIN F. DALE, CLERK the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory
of THE SANKATY HEAD BEACH CLUB, INC.
Name of the Entity/Corporation

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

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

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

Signature:


KEVIN F. DALE

Date: MARCH 18, 2025

Title:

CLERK, THE SANKATY HEAD BEACH CLUB, INC.

ENTITY VOTE

The Board of Directors or LLC Managers of

THE SANKATY HEAD BEACH CLUB, INC.

Entity Name

duly voted to apply to the Licensing Authority of

NANTUCKET, MA

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

AUGUST 24, 2024

Date of Meeting

For the following transactions (Check all that apply):

☒ Change of Officers/Directors/LLC Manager

☐ Change of Ownership Interest (LLC Members, LLP Partners, Trustees)

☐ Issuance/Transfer of Stock/New Stockholder

☐ Management/Operating Agreement

☐ Other

"VOTED: To authorize

KEVIN F. DALE, CLERK, THE SANKATY HEAD BEACH CLUB, INC.

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."

A true copy attest,

Kevin F. Dale, Clerk
Corporate Officer /LLC Manager Signature

Kevin F. Dale
(Print Name)

For Corporations ONLY

A true copy attest,

Kevin F. Dale, Clerk
Corporation Clerk's Signature

Kevin F. Dale
(Print Name)

ADDITIONAL INFORMATION

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

CONTINUATION SHEET 1

THE SANKATY HEAD GOLF CLUB INC.

PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (CONTINUED...)

NAME OF PRINCIPAL	RESIDENTIAL ADDRESS	DIRECTOR	US CITIZEN	MA RESIDENT	SSN	D.O.B
RODNEY L. GOLDSTEIN		YES	YES	NO		



SANKA-G

OP ID: DC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/18/2025

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

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

PRODUCER Congdon & Coleman Insurance Agency, Inc. 57 Main Street, P.O. Box 1199 Nantucket, MA 02554		508-228-0344		CONTACT NAME:		PHONE (A/C, No, Ext): 508-228-0344		FAX (A/C, No): 508-228-1054	
INSURED Sankaty Head Golf Club, Inc. Sankaty Head Beach Club Inc P. O. Box 293 Siasconset, MA 02564				E-MAIL ADDRESS:					
INSURER(S) AFFORDING COVERAGE						NAIC #			
INSURER A: New Hampshire Insurance Co.									
INSURER B:									
INSURER C:									
INSURER D:									
INSURER E:									
INSURER F:									

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR			02LX0534038083	09/05/2024	09/05/2025	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
A	☒ Liquor Liability			02LX0534038083	09/05/2024	09/05/2025	MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							Liquor \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			Y/N			PER STATUTE ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Private golf and beach club
100 Sankaty Rd and Hoicks Hollow Rd, Siasconset MA

CERTIFICATE HOLDER

LIQCERT

Town of Nantucket
Licensing Dept, NPD
4 Fairgrounds Road
Nantucket, MA 02554

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Agenda Item Summary

Agenda Item #	V. 1.
Date	4/14/2025

Staff

Amy Baxter, Licensing Administrator

Subject

New Seasonal Wine and Malt Beverages Liquor License Application – Nantucket Provisions, Inc. dba Provisions, 3 Harbor Square, Elga Andreeva, Manager.

Executive Summary

The Applicant seeks a NEW Seasonal wine and Malt Beverages Package Store License for Provisions, 3 Harbor Square.

The location has been a licensed Common Victualler and take-out location for food and non-alcoholic beverages for over 30 years. It has not previously been licensed for the sale of alcoholic beverages.

Staff Recommendation

Comments and Consideration:

- 1) Pursuant to MGL c. 138, §23 and Ballarin v. Licensing Board of Boston, decisions of the Local Licensing Authority must be based on reasonable grounds;
- 2) ABCC and courts prefer findings be based on the following:

The appropriateness of a liquor license at a particular location

- There have been no Liquor Licenses issued to this location. It is abutted by 3 On-Premise Restaurant Liquor Licenses. The location is 300ft from the license surrendered for Snackle.

The number of existing dispensaries in Town

Annual Package Stores – Wine & Malt:	5
Annual Package Stores – All Alcohol:	5
Seasonal Package Stores – Wine & Malt:	4
Seasonal Package Stores – All Alcohol:	4
Annual On Premise Licenses:	46
Seasonal On-Premise Licenses:	44

The views of the inhabitants of the locality in which a license is sought

- No public comments were received by Licensing as of 4-7-25.

Traffic, noise, size (typically applies to a new location)

- Existing take-out location surrounded by restaurants and retail shops.



The sort of operation that carries the license and reputation of the applicant

- The applicants have successfully operated the location since 2006 and have worked throughout the local restaurant industry.

Background/Discussion

Quota:

- See attached Quota reports for Seasonal and Annual Off-Premise (Package Store) Licenses.
- The Nantucket Quota was full for 2024.
- At the March 10, 2025 Meeting, the Select Board voted to non-renew the License originally issued to Foggy Bottom Kitchen, LLC. The Licensee applied for and was locally approved for a Change of Location but failed to complete the process at the State level and surrendered the license.
- Upon non-renewal, the License became available as of April 1, 2025 which is the start of the 2025 Season.

Applications:

- Legally the Town must take action of some kind within 30 days of receipt of a complete application.
- Once the license became available we received two inquiries including this applicant. Both locations were in the same area and under the same property owner.
- It was determined that one of the applicants did not qualify under the requirements for a Sec. 12 and Sec. 15 to be at the same location (the location already has a Sec. 12 (On-Premise) License). This was communicated to the licensee and property owner.
- Ultimately the property owner gave permission to Nantucket Provisions Inc. to proceed with application. The email approval is included as an addendum to the existing lease. An updated agreement is pending final approval locally and by the ABCC.

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

Board/Commission Recommendation

N/A

Public Outreach

Advertised in I&M; abutter notification

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

Attachments

New Liquor License ABCC Application; ABCC Summary Form; Draft Liquor License; Quota Summary





The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Nantucket

City/Town

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- | | | | |
|--|---|---|---|
| ☒ 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 |
| ☐ Outdoor Only
Alteration of Premises | | ☐ Other: <input type="text"/> | ☐ Change of DBA |

APPLICANT INFORMATION

Name of Licensee

DBA

Street Address

Zip Code

Manager

Granted under
Special Legislation? Yes ☐ No ☒

If Yes, Chapter
of the Acts of (year)

Type

(i.e. restaurant, package store)

Class

(Annual or Seasonal)

Category

(i.e. Wines and Malts / All Alcohol)

DESCRIPTION OF PREMISES

Complete description of the licensed premises

One floor, total 1,314 sq. ft. consisting of 500 sq. ft. dining area, sandwich prep station, kitchen, office, bathroom, and walk-in re Fridgeration unit. Wine and malt beverages will be displayed in cooler adjacent to register. Additional inventory will be stored in a 15 sq. ft. locked storage box behind the store.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date:

Time:

Advertised: Yes ☒ No ☐ Date Published:

Publication:

Abutters Notified: Yes ☒ No ☐ Date of Notice:

Date APPROVED by LLA

Decision of the LLA

Additional remarks or conditions
(E.g. Days and hours)

For Transfers ONLY:

Seller License Number:

Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

PUBLIC NOTICE

The Select Board will hold a public hearing on Monday, April 14, 2025 at 11:00 AM to hear the application for a New Seasonal Wine and Malt Beverages Package Store License for Nantucket Provisions, Inc. dba Provisions, 3 Harbor Square, Nantucket, MA 02554, Elga Andreeva, Manager. The hearing will be held remotely via Zoom Webinar. Please see meeting posting for remote participation and viewing links. For further information, please email licensing@police.nantucket-ma.gov.

LICENSE #: TBD-PK-0762

LICENSE FEE: \$2,000.00

THE LICENSING BOARD *for the*
TOWN OF NANTUCKET, MASSACHUSETTS
HEREBY GRANTS AN
SEASONAL PACKAGE STORE LICENSE
TO EXPOSE, KEEP FOR SALE, AND TO SELL
WINE AND MALT ALCOHOLIC BEVERAGES

TO BE CONSUMED OFF THE PREMISES

BUSINESS: Nantucket Provisions, Inc.

DBA: PROVISIONS

PREMISES: 3 Harbor Square
Nantucket, MA 02554

MANAGER: Elga Andreeva

PREMISES DESCRIBED AS:

One floor, total 1,314 sq. ft. consisting of 500 sq. ft. dining area, sandwich prep station, kitchen, office, bathroom, and walk-in refrigeration unit. Wine and malt beverages will be displayed in cooler adjacent to register. Additional inventory will be stored in a 15 sq. ft. locked storage box behind the store.

The hours during which alcoholic beverages may be sold: In accordance with MGL Chapter 138 and amendments thereto with the local provision that **patrons shall not be served alcoholic beverages after 11:00PM**, including Sundays, or after 11:30PM on the day immediately before a legal holiday. **Sunday sales shall not begin until 10:00 AM.** Package stores shall not sell or deliver alcoholic beverages on Thanksgiving Day or Christmas Day. Package stores may not sell alcoholic beverages until 12:00 noon on Memorial Day. Any restrictions apply as are on file by the Local Licensing Authority. In accordance with Article 40 ATM 2001, Chapter 86.1 Board of Health Regulations Prohibit Smoking in Certain Places Within The Town of Nantucket.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the Massachusetts General Laws, as amended and any rules or regulations made thereunder by the licensing authorities, including, but not limited to Chapter 250 of the Town of Nantucket Rules and Regulations Governing Alcoholic Beverages.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signature this xxst day of xx, 202x .

Chair, Select Board

THIS LICENSE EXPIRES JANUARY 15, 202x

**Unless earlier suspended, cancelled, or revoked*



LIQUOR LICENSING || ANNUAL §15 QUOTAS

ANNUAL PACKAGE STORE LICENSE QUOTAS (Section 15 – Off-Premise)

The Annual Package Store Quota is based on Federal Census Population and determined every 10 years. The current Quota outlined below was set in 2020 with a Nantucket population of 14,255 as set by the Secretary of the Commonwealth. The previous population for 2010-2020 was 10,172.

M.G.L. c. 138, §15: Each city or town may issue one Annual off-premises (Section 15) all-alcoholic beverages license for each unit of 5,000 persons (or fraction thereof) with a minimum of 2. One wine and malt license may be granted for each unit of 5,000 persons (or fraction thereof) with a minimum of 5. If a community has one or more licenses over the stated figures authorized, such licenses can continue. However, if such licenses are surrendered, rescinded, cancelled or revoked, they cannot be replaced by new applicants.

ANNUAL ALL ALCOHOL PACKAGE STORE LICENSES

Quota: 3 Licenses

Total Licenses in 2025: 5 (Once Surrendered, this type of License can NOT be reissued)

- Hatch's 133 Orange Street
- The Islander 15 Old South Road
- Murray's 23 Main Street
- Nantucket Wine and Spirits 31 Sparks Avenue
- Old South Liquors 2 Lovers Lane

ANNUAL WINE AND MALT PACKAGE STORE LICENSES

Quota: 5 Licenses

Total Licenses in 2025: 5 Licenses

Available: 0

- Pip and Anchor 14 Amelia Drive
- Nantucket Trading Post 12 Nobadeer Farm Road
- Bartlett's 33 Bartlett Farm Road
- Nantucket Meat and Fish Market 21 Old South Road
- Born & Bread 35 Center Street



Town & County of
NANTUCKET, MA

LICENSING & PERMITTING OFFICE
PSF, 4 Fairgrounds Road, M-F 8am-4pm
508-325-4100 · licensing@police.nantucket-ma.gov

LIQUOR LICENSING || SEASONAL §15 QUOTAS

SEASONAL PACKAGE STORE LICENSE QUOTAS (Section 15 – Off-Premise)

Seasonal Package Store Licenses - Quota is based on Projected Population as of July 10th. The Select Board must approve the Seasonal Population increase every year. The 2025 Population Estimate is recommended to be 45,000, which allows for a total of **9 Seasonal Package Stores**.

M.G.L. c. 138, §15: The LLA may issue a limited number of seasonal off-premises alcoholic beverages licenses based on an estimate of the temporary increase in resident population for the upcoming season as of July 10th. The LLA must set the estimate and submit the estimate to the Commission.

The LLA may issue off-premises seasonal licenses based on that estimate at the rate of one license for each 5,000 persons (or fraction thereof) and can be issued effective April 1st to November 30th until January 15th, or any portion thereof, as set by the LLA.

SEASONAL PACKAGE STORE LICENSES

ESTIMATED POPULATION of 45,000

Quota:	9 Licenses
Total Licenses in 2025:	8 Licenses
Available Licenses in 2025:	1

- | | |
|-------------------------|---|
| • 167 Raw | 167 Hummock Pond Road |
| • BRIX | 1 A Windy Way |
| • Mor Wine | 16 Federal Street (Transfer in Process pending ABCC approval) |
| • Epernay | 1 North Beach Street |
| • Harpoon Liquors/Fresh | 3 Salem Street |
| • Millie's Market | 1 Miller's Way |
| • 'Sconset Bookstore | 100 Sankaty Avenue |
| • The Green Market | 5 West Creek Road |



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 <input type="text"/> | ☐ Change of DBA |

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

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



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

APPLICATION FOR A NEW LICENSE

Municipality

Nantucket

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

Off-Premises

§15 Package Store

Wine and Malt Beverages

Seasonal

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.

Nantucket Provisions is a local downtown sandwich store, serving artisan sandwiches and pastries. Offering wine and malt beverages, for consumption off-premises, will contribute to the takeout options of the cafe.

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

Nantucket Provisions, INC

FEIN:

DBA

Nantucket Provisions, INC

Manager of Record

Elga Andreeva

Street Address

3 Harbor Sq.

Phone:

(508)228-3258

Email:

provisions.ack@gmail.com

Alternative Phone:

Website:

www.provisions-nantucket.com

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.

One floor, total 1,314 sq.ft, consisting of dining area, sandwich prep station, kitchen, office, bathroom and walk-in refrigeration unit. The dining area where customers have access is approximately 500 sq.ft. Liquor beverages will be displayed in a cooler, next to the register. Additional inventory will be stored in a 15 sq.ft. locked storage box behind the store, without customer access.

Total Square Footage:

1,314

Number of Entrances:

1

Seating Capacity:

20

Number of Floors

1

Number of Exits:

1

Occupancy Number:

30

4. APPLICATION CONTACT

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

Name:

Elga Andreeva

Phone:

Title:

Owner/Manager

Email:

provisions.ack@gmail.com

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	Corporation	Date of Incorporation	04/17/2003
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	☐ Yes ☒ No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Elga Andreeva			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President/Treasurer	50	☐ Yes ☒ No	☒ Yes ☐ No	☒ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Milena Spirova			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Secretary/Director	50	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

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 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 NIR Retail, LLC/New England Development

Landlord Phone (617)965-8700

Landlord Email hwyner@neddevelopment.com

Landlord Address 75 Park Plaza, Boston, MA 02116

Lease Beginning Date 01/01/2007

Rent per Month

Lease Ending Date 12/31/2026

Rent per Year

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)	\$
D. Total Cost	\$

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Nantucket Provisions, INC	\$
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

FINANCIAL INFORMATION

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

The source of the funding will be the current business saving account. Money will be spent for equipment, including storage box, cooler etc., initial inventory, and staff certification training.

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/Qualified Alien under the Immigration and Nationality Act? ☒ Yes ☐ No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card", or Employment Authorization Document.

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
07/02/2014	Present	Manager	Nantucket Provisions, INC	Not Applicable
05/20/2008	08/30/2010	Server	Straight Wharf Restaurant	Allyson Mitchell
07/05/2014	10/01/2015	Server	Ventuno, LLC	Taylor Oliver

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

APPLICANT'S STATEMENT

I, Elga Andrewa the: ☐ sole proprietor; ☒ partner; ☐ corporate principal; ☐ LLC/LLP manager
Authorized Signatory
of Nantucket Provisions, INC
Name of the Entity/Corporation

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

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

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

Signature:

Elga Andrewa

Date: 03/31/2025

Title:

Owner

ENTITY VOTE

The Board of Directors or LLC Managers of Nantucket Provisions, INC
Entity Name

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

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 03/28/2025
Date of Meeting

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 <u> </u> | ☐ Change of DBA | |

"VOTED: To authorize Elga Andreeva
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 Elga Andreeva
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,

Milena Spirova

Corporation Clerk's Signature

Corporate Officer /LLC Manager Signature

(Print Name)

Milena Spirova
(Print Name)

D

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF ORGANIZATION
(General Laws, Chapter 156B)

ARTICLE I

The exact name of the corporation is:

Nantucket Provisions, Inc.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

To operate an eat-in and take-out sandwich restaurant and snack shop, to sell food products at wholesale or retail, and to obtain permits and licenses for such activities.

To carry out any one or more of the purposes and objects herein enumerated, as principal, general or limited partner, factor, agent, contractor, concessionaire or otherwise, either alone or through or in conjunction with any person, partnership, association, or corporation. The nature of the business and purposes to be transacted, promoted and carried on by the corporation are to engage in any lawful act or activity for which corporations may be organized under the laws of the Commonwealth of Massachusetts and to do all things incidental thereto.

C ☐
P ☐
M ☐
R.A. ☐

P.C.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock which the corporation is authorized to issue.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:	20,000.00	Common:		
Preferred:		Preferred:		

ARTICLE IV

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

None

ARTICLE V

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

See Attached

ARTICLE VI

**Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

None

***If there are no provisions state "None".*

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

ARTICLE V

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

Any stockholder, including the heirs, assigns, executors, or administrators of a deceased stockholder, desiring to sell or transfer such stock owned by him or them, shall first offer to the corporation through the Board of Directors such stock in the following manner: He shall notify the Directors of his desire to sell or transfer by notice in writing, which notice shall contain the price at which he is willing to sell or transfer and the name of one arbitrator. The Directors shall within thirty days thereafter either accept the offer, or by notice to him in writing, name a second arbitrator and these two shall name a third.

It shall then be the duty of the arbitrators to ascertain the value of the stock, and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators, a majority may act in the absence of such arbitrator. After the acceptance of the offer, or the report of the arbitrators as to the value of the stock, the Directors shall have thirty days within which to purchase the same at such valuation, but if at the end of such thirty days, the corporation shall not have exercised the right to so purchase, the owner of the stock shall be at liberty to dispose of the same in any manner he may see fit.

No shares of stock shall be sold or transferred on the books of the corporation until these provisions have been complied with, but the Board of Directors may in any particular instance waive the requirements.

ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

ARTICLE VIII

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

a. The street address (*post office boxes are not acceptable*) of the principal office of the corporation in *Massachusetts* is:

3 Harbor Square, Nantucket, MA 02554

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	John F. Gifford	86 Colbourne Crescent Brookline, MA 02446	Same
Treasurer:	John F. Gifford	86 Colbourne Crescent Brookline, MA 02446	Same
Clerk:	John F. Gifford	86 Colbourne Crescent Brookline, MA 02446	Same
Directors:	John F. Gifford	86 Colbourne Crescent Brookline, MA 02446	Same

c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of:

December

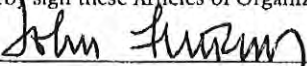
d. The name and business address of the resident agent, if any, of the corporation is:

None

ARTICLE IX

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are clearly typed or printed beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 15th day of April, 20 03.



John F. Gifford, 86 Colbourne Crescent, Brookline, MA 02446

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

9433

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

(General Laws, Chapter 156B)

836063

I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 275 having been paid, said articles are deemed to have been filed with me this 17th day of April 20 03.

Effective date: _____

William Francis Galvin

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

03 APR 17 PM 1:19
CORPORATION DIVISION

FILING FEE: One tenth of one percent of the total authorized capital stock, but not less than \$275.00. For the purpose of filing, shares of stock with a par value less than \$1.00, or no par stock, shall be deemed to have a par value of \$1.00 per share.

TO BE FILLED IN BY CORPORATION

Contact information:

Arnold S. Solod, Esquire

50 Congress Street

Boston, MA 02109

(617) 523-0808

Telephone: _____

Email: _____

A copy this filing will be available on-line at www.state.ma.us/sec/cor once the document is filed.

EXHIBIT "A"

PLAN OF PREMISES

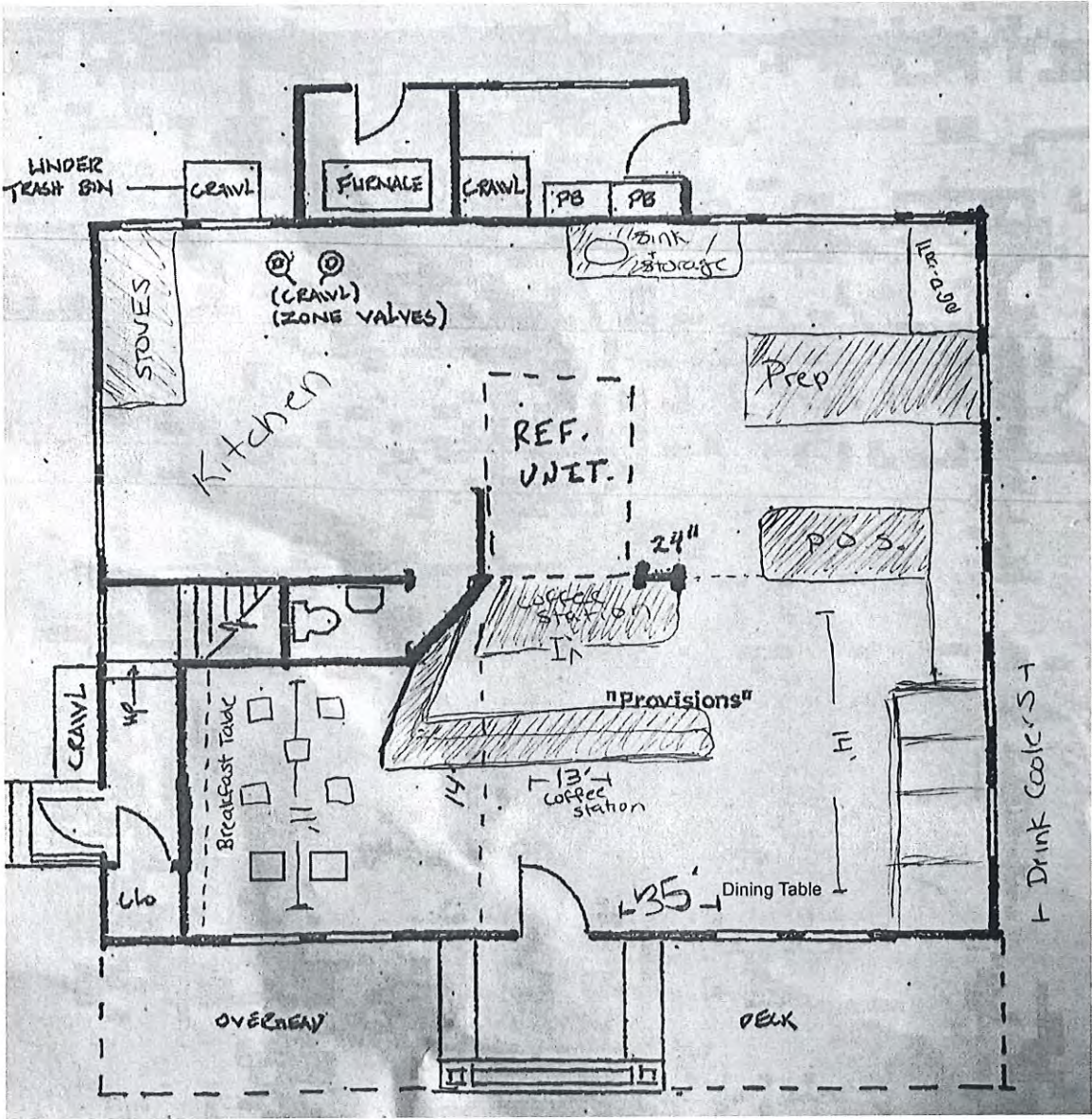


EXHIBIT "B"

Tenant's remodelling work shall meet the following requirements:

- (i) same shall be done in a good and first-class workmanlike manner;
- (ii) same shall not adversely affect the structural strength of the demised premises or the building of which they are a part;
- (iii) Tenant shall abide by all applicable laws, ordinances and insurance requirements, including the obligation to obtain any necessary permits, approvals and the like;
- (iv) such remodeling shall be done in full conformity with plans and specifications which shall first require Landlord's written approval and the written approval of the Nantucket Historic District Commission and such other state and local approvals as are necessary with regard to signage, the storefront and any changes to the exterior of the Building; and
- (v) such remodeling shall be done at such times and in such manner so as not to interfere in any manner with the continued conduct of business in the Property, including, without limitation, any office or residential uses operating in the Property.

AMENDMENT NO. 4 AND EXTENSION OF LEASE

THIS AMENDMENT NO. 4 AND EXTENSION OF LEASE ("Amendment"), made as of the ____ day of 1/8/2022, 2022, by and between NIR RETAIL LLC, a Delaware limited liability company, having a mailing address c/o New England Development, 75 Park Plaza, Boston, Massachusetts 02116 (hereinafter referred to as the "Landlord"), of the one part, and NANTUCKET PROVISIONS, INC., a Massachusetts corporation, having a mailing address at P.O. Box 1520, Nantucket, Massachusetts 02554 (hereinafter referred to as the "Tenant"), of the other part.

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain lease dated as of December 28, 2006, as amended by that certain Amendment No. 1 and Extension of Lease dated as of January 10, 2010, that certain Amendment No. 2 and Extension of Lease dated as of February 14, 2014 and that certain letter agreement dated as of September 1, 2020 (collectively, the "Lease") relating to certain premises (the "demised premises") located at 3 Harbor Square, Nantucket, Massachusetts, as more particularly described therein;

WHEREAS, any capitalized terms not defined herein shall have the meaning ascribed to them in the Lease; and

WHEREAS, the parties hereto desire to extend the term of, and amend and modify, the Lease as set forth below.

NOW, THEREFORE, in consideration of the foregoing and for One and 00/100 Dollar (\$1.00) and other good and valuable consideration, each of the parties hereto to the other of them in hand this day paid, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. The term of the Lease is hereby extended for the five (5) year period (the "Extension Term") commencing on January 1, 2022 and continuing through December 31, 2026 upon all of the same terms, provisions and conditions set forth in the Lease, except as specifically set forth herein.

2. Notwithstanding anything to the contrary set forth in the Lease, minimum rent during the Extension Term shall be due and payable at the following rates and on or before the following dates:

First Year of Extension Term

January 1, 2022
June 1, 2022
July 1, 2022
August 1, 2022
September 1, 2022
October 1, 2022

Second Year of Extension Term

January 1, 2023
June 1, 2023
July 1, 2023
August 1, 2023
September 1, 2023
October 1, 2023

Third Year of Extension Term

January 1, 2024
June 1, 2024
July 1, 2024
August 1, 2024
September 1, 2024
October 1, 2024

Fourth Year of Extension Term

January 1, 2025
June 1, 2025
July 1, 2025
August 1, 2025
September 1, 2025
October 1, 2025

Fifth Year of Extension Term

January 1, 2026
June 1, 2026
July 1, 2026
August 1, 2026
September 1, 2026
October 1, 2026

3. For and with respect to the Extension Term, Tenant shall pay percentage rent and all other charges as set forth in the Lease.

4. Tenant shall restore indoor seating in the demised premises when the demised premises is required to be open and operating pursuant to the terms of the Lease.

5. Section 1.1(h) of the Lease is hereby deleted in its entirety and the following shall be substituted in its place:

“Use: Only as a high-quality retail operation for the sale of food specialty items such as sandwiches, homemade soups, fresh baked goods cookies, candy, coffee, non-alcoholic beverages and other fine foods for on-premises and off-premises consumption. As incidental to the foregoing use, but only as incidental thereto, Tenant may sell and display related merchandise, provided that not more than ten percent (10%) of the customer seating and waiting area, including wall space of the demised premises, in the aggregate, shall ever be devoted to the sale and display of said incidental items. The demised premises shall be used for no other purpose or purposes.”

6. Notwithstanding anything to the contrary set forth in the Lease, the parties hereby agree to delete the original Exhibit “A” attached to the Lease in its entirety and substitute the revised Exhibit “A” attached hereto in its place.

7. Notwithstanding anything to the contrary set forth in the Lease, Tenant agrees to refresh the demised premises on an annual basis prior to the start of each Daffodil weekend occurring during the Extension Term. All such work to be completed in accordance with Section 6.1 and Exhibit “B” of the Lease. Tenant’s failure to complete such work by the start of each such Daffodil weekend shall be deemed a default under the Lease for which Landlord shall have all of its rights and remedies set forth thereunder and at law and in equity.

8. Concurrent with the execution of this Amendment, Milena Spirova and Elga Andreeva shall execute and deliver to Landlord an original of the guaranty in the form attached hereto.

9. Notwithstanding anything to the contrary contained in the Lease, whenever notice is to be sent to Landlord pursuant to the Lease, the same shall be sent to Landlord's address set forth on the first page of this Amendment (or such other address or addresses as may from time to time be designated by Landlord by like notice).

10. The parties acknowledge and agree that, notwithstanding any law or presumption to the contrary, an electronic or telefaxed signature of either party, whether upon this amendment or any related document, shall be deemed valid and binding and admissible by either party against the other as if same were an original ink signature.

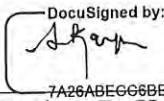
11. In all respects, the Lease, as hereby amended and modified, is hereby ratified, approved and confirmed.

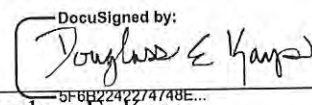
[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in any number of counterpart copies, each of which shall be an original for all purposes as of the day and year first above written.

NIR RETAIL LLC, a Delaware limited liability company

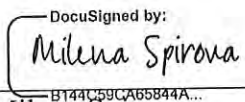
By: NED Manager LLC, its Manager

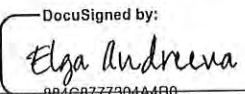
By: 
 7A26ABEGG6BE4A1...
Name: Stephen R. Karp
Title: Manager

By: 
 5F6B2242274748E...
Name: Douglass E. Karp
Title: Manager

[LANDLORD]

NANTUCKET PROVISIONS, INC.,
a Massachusetts corporation

By: 
 B144C59CA65844A...
Name: Milena Spirova
Title:
Hereunto duly authorized

By: 
 0B4C8777904A4B0...
Name: Elga Andreeva
Title:
Hereunto duly authorized

[TENANT]

GUARANTEE

FOR VALUE RECEIVED, and in consideration for and as an inducement to NIR RETAIL LLC, a Delaware limited liability company (the "Landlord") to enter into the foregoing AMENDMENT NO. 4 AND EXTENSION OF LEASE (the "Lease") with NANTUCKET PROVISIONS, INC. (the "Tenant"), the undersigned Milena Spirova, having an address at 19908 Mid Bark Pass, Round Rock, TX 78664, having an address at 6 Salros Rd., Nantucket, MA 02554 (the "Guarantors"), unconditionally jointly and severally guarantee the full performance and observance of all the covenants, conditions and agreements therein provided to be performed and observed by the Tenant, the Tenant's successors and assigns, and expressly agree that the validity of this agreement and the obligations of each of the Guarantors hereunder shall in no way be terminated, affected or impaired by reason of the granting by the Landlord of any indulgences to the Tenant or by reason of the assertion by the Landlord against the Tenant of any of the rights or remedies reserved to the Landlord pursuant to the provisions of the Lease (as defined in Amendment No. 4 and Extension of Lease) or by the relief of the Tenant from any of the Tenant's obligations under the Lease by operation of law or otherwise (including, but without limitation, the rejection of the Lease in connection with proceedings under the bankruptcy laws now or hereafter enacted); each of the Guarantors hereby waiving all suretyship defenses. The obligations of each of the Guarantors include the payment to Landlord of any monies payable by Tenant under any provisions of the Lease, at law, or in equity, including, without limitation, any monies payable by virtue of the breach of any warranty, the grant of any indemnity or by virtue of any other covenant of Tenant under the Lease.

Each of the Guarantors further covenants and agrees that this Guarantee shall remain and continue in full force and effect as to any renewal, modification or extension of the Lease, whether or not any or all of the Guarantors shall have received any notice of or consented to such renewal, modification or extension. Each of the Guarantors further agrees that the liability of each of the Guarantors under this Guarantee shall be primary (and that the heading of this instrument and the use of the word "guarantee(s)" shall not be interpreted to limit the aforesaid primary obligations of each of the Guarantors) and that, in any right of action which shall accrue to the Landlord under the Lease, the Landlord may, at the Landlord's option, proceed against any one of the Guarantors, any other guarantor, and the Tenant, jointly or severally, and may proceed against any one or more of the Guarantors without having commenced any action against or having obtained any judgment against the Tenant or any other guarantor. Each of the Guarantors irrevocably waives any and all rights the Guarantors may have at any time (whether arising directly or indirectly, by operation of law or by contract or otherwise) to assert any claim against the Tenant on account of payments made under this Guarantee, including, without limitation, any and all rights of or claim for subrogation, contribution, reimbursement, exoneration and indemnity, and further waives any benefit of and any right to participate in any security deposit or other collateral which may be held by the Landlord; and the Guarantors will not claim any set-off or counterclaim against the Tenant in respect of any liability the Guarantors may have to the Tenant. Each of the Guarantors further represents to the Landlord, as an inducement for the Landlord to make

the Lease, that the Guarantors own all of the entire outstanding capital stock of the Tenant.

It is agreed that the failure of the Landlord to insist in any one or more instances upon a strict performance or observance of any of the terms, provisions or covenants of the Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Receipt by the Landlord of rent with knowledge of the breach of any provision of the Lease shall not be deemed a waiver of such breach.

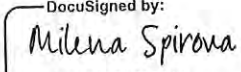
No subletting, assignment or other transfer of the Lease, or any interest therein, shall operate to extinguish or diminish the liability of any of the Guarantors under this Guarantee; and, wherever reference is made to the liability of the Tenant named in the Lease, such reference shall be deemed likewise to refer to each of the Guarantors.

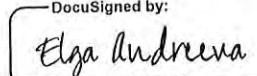
All payments becoming due under this Guarantee, including, without limitation, costs of collection, and not paid when due shall bear interest from the applicable due date until received by the Landlord at the interest rate set forth in Section 17.16 of the Lease.

This Guarantee may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, in addition to electronically produced signatures, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

It is further agreed that all of the terms and provisions hereof shall inure to the benefit of the respective successors and assigns of the Landlord, and shall be binding upon the heirs, executors, administrators and assigns of each of the Guarantors. Notwithstanding any law or presumption to the contrary, a copy of this Guarantee shall be deemed valid and binding and admissible by either party against the other as if same were an original ink signature.

IN WITNESS WHEREOF, the Guarantors have executed this instrument, under seal, this _____ day of 7/7/2022, 2022.

By: 
Milena Spirova, jointly and severally

By: 
Elga Andreeva, jointly and severally

Baxter, Amy

From: Provisions Nantucket <provisions.ack@gmail.com>
Sent: Friday, March 28, 2025 12:39 PM
To: Baxter, Amy
Subject: Fwd: Provisions package license

[EXTERNAL EMAIL]: Please do not click links or open attachments if you don't recognize the sender.

Forwarding Henry Wyner's confirmation that Provisions can apply for a package store license

Thank you!
Elga

From: "Wyner, Henry" <hwyner@neddevelopment.com>
Date: March 28, 2025 at 10:42:01 EDT
To: Provisions Nantucket <provisions.ack@gmail.com>, amy baker <amybbaker@yahoo.com>
Subject: Provisions package license

Amy Baxter:
NIR Retail approves the addition of a package license for the location leased to Provisions.
Any question please contact me-

Henry Wyner

Henry Wyner
Director NIR Retail

T 617.243.7097

C 508.577.4244

F 617.243.7385

HWyner@NEDevelopment.com

New England Development
Preferred locations. Compelling opportunities.
75 Park Plaza
Boston, Massachusetts 02116
NEDevelopment.com

TOWN OF NANTUCKET

LIQUOR LICENSE

LIST OF PARTIES IN INTEREST IN THE MATTER OF THE PETITION OF:

PROPERTY OWNER NIR RETAIL LLC & C/O NEW ENGLAND DEVELOP-ACCTING DEPT

MAILING ADDRESS 75 PARK PLAZA #3, BOSTON, MA 02116

PROPERTY LOCATION STRAIGHT WF

ASSESSORS MAP/PARCEL 4224-1

SUBMITTED BY Elga Andreeva - Nantucket Provisions (3 Harbor Square)

SEE ATTACHED PAGES

I certify that the foregoing is a list of persons who are owners of land whose property directly touches the proposed property and churches and schools within 500 feet of the property, all as they appear on the most recent applicable tax list.

April 3, 2025

DATE

ASSESSOR'S OFFICE
TOWN OF NANTUCKET

Abutters Listing

MBLU	Lot	Lot Cut	Name Line 1	Name Line 2	Address Line 1	City	State	Zip	Location
4224	15		NIR RETAIL LLC	NEW ENGLAND DEVELOP-ACCTING DEPT	75 PARK PLAZA #3	BOSTON	MA	02116	STRAIGHT WF
4231	35		NIR RETAIL LLC	NEW ENGLAND DEVELOP-ACCTING DEPT	75 PARK PLAZA #3	BOSTON	MA	02116	1 NEW WHALE ST
4231	85	1	IAN JAMES J & BLANCO MINDEE		19 BENTONS KNOLL	GUILFORD	CT	06437	18 STILL DOCK
4231	86		20 STRAIGHT WHARF LLC		745 BOYLSTON ST STE 601	BOSTON	MA	02116	20 STRAIGHT WF
4231	87	1	NIR NEW WHALE ST LLC	C/O NIR SALEM ST LLC	75 PARK PLAZA #3	BOSTON	MA	02116	2 NEW WHALE ST
4231	225		OLD NORTH WHARF COOPERATIVE INC		PO BOX 187	NANTUCKET	MA	02554	23 OLD NORTH WF
4231	262		OLD NORTH WHARF COOPERATIVE INC	C/O JOHNSON CHARLES B TR	1220 SOUTH OCEAN BLVD	PALM BEACH	FL	33480	25 OLD NORTH WF
Count:	7								



Agenda Item Summary

Agenda Item #	V. 2.
Date	4/14/2025

Staff

Amy Baxter, Licensing Administrator

Subject

Liquor License Transfer and Management Agreement Application – Transfer from LH Manager Northeast, LLC, to 30 North Beach Street, LLC, dba Beachside at Nantucket, 30 North Beach Street, Samantha Anne Shaw, Manager.

Executive Summary

The Applicant seeks to Transfer the License and Management Agreement for the Seasonal Common Victualler with All Alcoholic Beverages Hotel License for the operation of Beachside at Nantucket at 30 North Beach Street.

Staff Recommendation

Comments and Consideration:

- 1) Pursuant to MGL c. 138, §23 and Ballarin v. Licensing Board of Boston, decisions of the Local Licensing Authority must be based on reasonable grounds;
- 2) ABCC and courts prefer findings be based on the following:

The appropriateness of a liquor license at a particular location

- The premises are located in the Brant Point Neighborhood and walking distance to downtown.

The number of existing dispensaries in Town

- This is an existing license and location.

The views of the inhabitants of the locality in which a license is sought

- No public comments were received by Licensing as of 4-7-25.

Traffic, noise, size (typically applies to a new location)

- Not a new location. The Beachside at Nantucket has been licensed since 2021.

The sort of operation that carries the license and reputation of the applicant

- The applicant/owner operates several locations on the island and is changing the management company operating the premises.

Background/Discussion

MANAGEMENT AGREEMENT: A restaurant, bar or hotel holding a liquor license may seek to delegate management responsibilities to another individual or entity through a contractual relationship, known as a management or operating agreement. Management agreements in the liquor industry allow a licensee to retain ownership of the license in its own name while delegating rights and responsibilities to a “manager,” provided ultimate control of the enterprise remains with the licensee. This agreement requires approval from the local licensing authorities and Alcoholic Beverages Control Commission (the “ABCC”).



Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

Board/Commission Recommendation

N/A

Public Outreach

Advertised in I&M; abutter notification

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

Attachments

Transfer and Management Agreement Liquor License ABCC Application and Floor Plans; ABCC Summary Form;
Draft CV/Liquor License





The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Nantucket

City/Town

07260-HT-0762

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- | | | | |
|--|---|---|---|
| ☐ 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 |
| ☐ Outdoor Only
Alteration of Premises | | ☐ Other: <input type="text"/> | ☐ Change of DBA |

APPLICANT INFORMATION

Name of Licensee	30 North Beach Street, LLC	DBA	Beachside at Nantucket
Street Address	30 North Beach Street		Zip Code 02554
Manager	Samantha Anne Shaw		
\$12 Hotel	Seasonal	All Alcoholic Beverages	Granted under Special Legislation? Yes ☐ No ☒
Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)	If Yes, Chapter of the Acts of (year)

DESCRIPTION OF PREMISES

Complete description of the licensed premises

In one large room in main lobby (1,200sf) with seating for up to 60 persons, 1 main door from front entrance and 3 doors to pool area; outdoor pool area (2,919sf) with seating areas, tables and loungers for up to 55 persons; guest room buildings complete with mini bars and private porches with up to 4 seats on each porch (34 guest rooms total); guest suites outdoor deck (500sf) with seating for up to 15 persons.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA:	Date:	03/04/25	Time:		
Advertised:	Yes ☒ No ☐	Date Published:	04/03/25	Publication:	Inquirer and Mirror
Abutters Notified:	Yes ☐ No ☒	Date of Notice:			
Date APPROVED by LLA	04/14/25	Decision of the LLA	Approves this Application		
Additional remarks or conditions (E.g. Days and hours)					
For Transfers ONLY:					
Seller License Number:	07260-HT-0762	Seller Name:	LH Manager Northeast, LLC		

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

LICENSE #: 07260-HT-0762

LICENSE FEE: \$3,950.00

THE LICENSING BOARD *for the*
TOWN OF NANTUCKET, MASSACHUSETTS
HEREBY GRANTS AN
SEASONAL RETAIL INNHOLDER LICENSE
TO EXPOSE, KEEP FOR SALE, AND TO SELL
ALL ALCOHOLIC BEVERAGES
TO BE CONSUMED ON THE PREMISES

30 North Beach Street, LLC

BUSINESS: ~~LH Manager Northeast LLC~~
DBA: BEACHSIDE AT NANTUCKET
PREMISES: 30 N. Beach Street
Nantucket, MA 02554
MANAGER: ~~William Daly~~
Samantha Anne Shaw

ON PREMISES DESCRIBED AS:

In one large room in main lobby (1,200sf) with seating for up to 60 persons, 1 main door from front entrance and 3 doors to pool area; outdoor pool area (2,919sf) with seating areas, tables and loungers for up to 55 persons; guest room buildings complete with mini bars and private porches with up to 4 seats on each porch (34 guest rooms total); guest suites outdoor deck (500sf) with seating for up to 15 persons.

The hours during which alcoholic beverages may be sold: In accordance with MGL Chapter 138 and amendments thereto with the local provision that patrons shall not be served alcoholic beverages before 8:00AM Monday through Saturday and 11:00AM on Sunday. **No outdoor/pool area alcohol service is permitted after 8:00PM.** Special events require additional permitting. Any restrictions apply as are on file with the local licensing authority. In accordance with Article 40 ATM 2001, Chapter 86.1 Board of Health Regulations Prohibit Smoking in Certain Places within the Town of Nantucket.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the Massachusetts General Laws, as amended and any rules or regulations made thereunder by the licensing authorities, including, but not limited to Chapter 250 of the Town of Nantucket Rules and Regulations Governing Alcoholic Beverages.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signature on this xx day of xx, 20xx.

Chair, Select Board

THIS LICENSE IS VALID APRIL 26, 202x – JANUARY 15, 202x

**Unless earlier suspended, cancelled, or revoked*



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

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

APPLICATION FOR A TRANSFER OF LICENSE

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

ECRT CODE: RETA

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

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

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

ENTITY/ LICENSEE NAME

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 <input type="text"/> | ☐ Change of DBA |

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

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



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

Nantucket, MA

1. TRANSACTION INFORMATION

☒ Transfer of License

☐ Alteration of Premises

☐ Change of Location

☒ Management/Operating Agreement

☐ Pledge of Inventory

☐ Pledge of License

☐ Pledge of Stock

☐ Other

☐ Change of Class

☐ Change of Category

☐ Change of License Type
(§12 ONLY, e.g. "club" to "restaurant")

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

Transfer of License and Approval of Management Agreement

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

On-Premises

§12 Hotel

All Alcohol

Seasonal

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number 07260-HT-0762

FEIN 87-1322748

Entity Name 30 North Beach Street LLC

DBA Beachside at Nantucket

Manager of Record Samantha Anne Shaw

Street Address 30 N. Beach Street, Nantucket, MA 02554

Phone 508-221-2002

Email samantha.shaw@sistershipack.com

Add'l Phone N/A

Website www.thebeachside.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.

In one large room in main lobby (1,200sf) with seating for up to 60 persons, 1 main door from front entrance and 3 doors to pool area; outdoor pool area (2,919sf) with seating areas, tables and loungers for up to 55 persons; guest room buildings complete with mini bars and private porches with up to 4 seats on each porch (34 guest rooms total); guest suites outdoor deck (500sf) with seating for up to 15 persons.

Total Sq. Footage 38,601

Seating Capacity

60 (lobby); 55 (pool area);
15 (outdoor deck);
68 (private guest porches)

Occupancy Number

TBD

Number of Entrances

4

Number of Exits

4

Number of Floors

2

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name LH Manager Northeast, LLC	By what means is the license being transferred? Purchase
---	---

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

Name of Principal	Title/Position	Percentage of Ownership
LocalHouse Acquisitions, LLC	LLC Member	100%

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Jason Brown	52 Greylock Road, Newton, MA 02465	025660092	3/23/1983
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
LLC Manager of Blue Flag Capital LLC; CEO of Licensee	0%	☐ Yes ☒ No	☒ Yes ☐ No
MA Resident	☒ Yes ☐ No		
Name of Principal	Residential Address	SSN	DOB
Peter Bradley Guidi	6 Benvenue Street, Wellesley, MA 02482	193684368	7/24/1978
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
CDO of Licensee	0%	☐ Yes ☒ No	☒ Yes ☐ No
MA Resident	☒ Yes ☐ No		
Name of Principal	Residential Address	SSN	DOB
Blue Flag Capital LLC	105 Newbury Street, 4th Floor, Boston, MA 02116	N/A	N/A
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
LLC Manager of Licensee	0%	☒ Yes ☐ No	☐ Yes ☐ No
MA Resident	☐ Yes ☐ No		
Name of Principal	Residential Address	SSN	DOB
Signal H Investment Partnership II LP	867 Boylston Street, 4th Floor, Boston, MA 02116	N/A	N/A
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
LLC Member	100%	☐ Yes ☒ No	☐ Yes ☐ No
MA Resident	☐ Yes ☐ No		

APPLICATION FOR A TRANSFER OF LICENSE

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

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ 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
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No

Additional pages attached?

☒ Yes ☐ No

** See attached Beneficial Interest Disclosure Exemption Request **

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
Jason Brown	Pouring	ABF Snake River Hotel Tenant LLC	Teton, Wyoming
Jason Brown	Pouring	ABF Alpenhof Hotel Tenant LLC	Teton, Wyoming
Jason Brown	Pouring	ABF Baron's Cove LLC	Sag Harbor, New York

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure

LLC

Date of Incorporation 6/21/2021

State of Incorporation

Delaware

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

Own

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

☐ Yes ☐ No

9. APPLICATION CONTACT

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

Name:

Dennis A. Quilty, Esq.

Phone:

617-946-4600

Title:

Attorney

Email:

dquilty@mqmhlaw.com

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	\$0.00
B. Purchase Price for Business Assets	\$0.00
C. Other* (Please specify)	\$0.00
D. Total Cost	\$0.00

*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
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

FINANCIAL INFORMATION

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

The parties have entered into the instant transaction for nominal consideration, following the appointment of a new management company for the property.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

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

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

To whom is the pledge being made?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act? ☒ Yes ☐ No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card," or Employment Authorization Document.

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
N/A			

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
2024	Present	F&B Program Director	Sister Ship Restaurant (Nantucket, MA)	
2020	2023	Wine Director	Oran Mor Restaurant (Nantucket, MA)	
2018	2020	Wine Director	Pearl Restaurant (Nantucket, MA)	
2015	2018	East Coast Brand Manager	Hourglass Winery (Napa Valley, CA)	

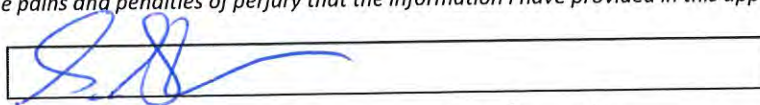
D. PRIOR DISCIPLINARY ACTION

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
N/A				

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



13. MANAGEMENT AGREEMENT

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

☒ Yes ☐ No

If yes, please fill out section 13.

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

Approval of Management Services Agreement with 30 N Beach Street Manager LLC

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

30 N Beach Street Manager LLC

867 Boylston Street, 4th Floor, Boston, MA 02116

508-221-2002

Name of Principal

Residential Address

SSN

DOB

Collared Martin Holdings LLC

867 Boylston Street, 4th Floor, Boston, MA 02116

N/A

N/A

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

LLC Member

100% Management Company

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

CRIMINAL HISTORY

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

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)

3% of Gross Revenue

See also, Section 6.3 of Management Agreement

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

APPLICANT'S STATEMENT

I, Jason Brown the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory
of 30 North Beach Street LLC
Name of the Entity/Corporation

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

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

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

Signature:



Date:

Title:

LLC Manager

CORPORATE VOTE

The Board of Directors or LLC Managers of

30 North Beach Street LLC

Entity Name

duly voted to apply to the Licensing Authority of

Nantucket

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Date of Meeting

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. Alt 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 |

"VOTED: To authorize

Jason Brown

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

Samantha Anne Shaw

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

Jason Brown

(Print Name)

Corporation Clerk's Signature

(Print Name)



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

mass.gov/dor

Letter ID: L0986461088
Notice Date: February 5, 2025
Case ID: 0-002-772-105



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LOCALHOUSE INTERNATIONAL INC
110 E 25TH ST
NEW YORK NY 10010-2913

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



Certificate of Compliance

Date: February 11, 2025

Letter ID: L0004739720

Employer ID (FEIN): XX-XXX9582

LH NORTHEAST EMPLOYER LLC
40 COURT ST C/O LARK HOSPITALITY
PORTSMOUTH NH 03801

Certificate ID: L0004739720

FEIN: 87-4169582

The Department of Unemployment Assistance certifies that as of 10-Feb-2025, LH NORTHEAST EMPLOYER LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L. c. 149, § 189.

LH NORTHEAST EMPLOYER LLC contributes to the Workforce Training Fund Program. Average employee count per most recent wage filing: 72.33.

This certificate expires on 12-Mar-2025.

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

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



2021 00172323

Cert: 28632 Doc: DD
Registered: 12/16/2021 03:13 PMDEED

OFFSHORE BEACHSIDE LIMITED PARTNERSHIP, a Massachusetts limited partnership, with a usual mailing address of 30 North Beach Street, Nantucket, Massachusetts 02554, for consideration paid in the amount of \$38,070,000.00, grant to 30 NORTH BEACH STREET, LLC, a Delaware limited liability company qualified to do business in Massachusetts, with a usual mailing address of 867 Boylston Street, Boston, Massachusetts 02116, with QUITCLAIM COVENANTS,

Those certain parcels of land, together with the buildings thereon, located in Nantucket, Nantucket County, Massachusetts, now known and numbered as 30 North Beach Street, bounded and described as follows:

PARCEL ONE

NORTHERLY by land now or formerly of Martha Hussey, one hundred thirty-eight and 94/100 (138.94) feet;
SOUTHEASTERLY by Lot 7 on plan hereinafter mentioned, one hundred twenty-five and 30/100 (125.30) feet;
and
WESTERLY by Lot 1 as shown on said plan, fifty-three and (53.00) feet.

Said land is shown as Lot 6 on Land Court Plan 6670-D, filed with Certificate of Title No. 6305 at Nantucket Registry District.

PARCEL TWO

NORTHWESTERLY by land now or formerly of Sea Cliff Inn, Inc., five hundred fifty-seven and 85/100 (557.85) feet;
NORTHEASTERLY by North Beach Street, three hundred eighty-two and 78/100 (382.78) feet;
SOUTHEASTERLY
and SOUTHERLY by land now or formerly of Helen M. Tolman, six hundred thirty-eight and 56/100 (638.56) feet;
and
SOUTHWESTERLY by land now or formerly of Emily V. Crocker and by Lot 1 as shown on plan hereinafter mentioned, one hundred sixty-five and 43/100 (165.43) feet.

Said land is shown as Lot 2 on Land Court Plan No. 10822-B, filed with Certificate of Title No. 3685 at Nantucket Registry District.

Said land is conveyed subject to the following matters:

- (a) Rights of others in North Beach Street.
- (b) Restriction set forth on the face of Certificate of Title No. 16597, to the extent in force and applicable.
- (c) Provisions of a Special Permit issued by the Nantucket Zoning Board of Appeals, dated May 2, 1995, registered with Nantucket Registry District as Document No. 68301.
- (d) Provisions of a Special Permit issued by the Nantucket Zoning Board of Appeals, dated January 11, 2006, registered with Nantucket Registry District as Document No. 11514, as affected by a Modification dated November 6, 2006, registered as Document 118496, and a Clarification dated February 15, 2007, registered as Document No. 119371.
- (e) Provisions of an Order of Conditions issued by the Nantucket Conservation Commission, dated November 17, 2006, registered with Nantucket Registry District as Document No. 118495, as affected by a Certificate of Compliance dated February 7, 2018, registered as Document No. 157666.
- (f) Real estate taxes assessed by the Town of Nantucket for the fiscal year 2022.

For title, see Certificate of Title No. 16,597 at Nantucket Registry District.

The grantor hereby certifies that no general partner of the limited liability company has an ex-spouse or civil union partner who occupies or intends to occupy the land as a principal residence or is entitled to claim the benefit of an existing estate of homestead in the property by court order or otherwise.

The grantor hereby certifies that it has not elected to be treated as a corporation for federal tax purposes for the current taxable year.

Signature page to follow.

Executed and sealed under the pains and penalties of perjury on December 16, 2021.

OFFSHORE BEACHSIDE LIMITED
PARTNERSHIP

By: Offshore Beachside, LLC,
its general partner

By: Karen Keelan
Karen Keelan, Manager

MASSACHUSETTS EXCISE TAX
Nantucket County ROD #18 001
Date: 12/16/2021 03:13 PM
Ctrl# 485832 30323 Doc# 00172323
Fee: \$173,599.20 Cons: \$38,070,000.00

COMMONWEALTH OF MASSACHUSETTS

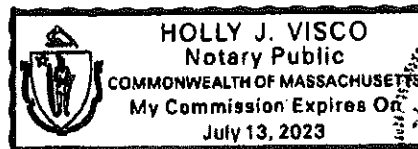
Nantucket, ss.

On this 16th day of December 2021, before me, the undersigned notary public, personally appeared Karen Keelan, as a Manager of Offshore Beachside, LLC, the General Partner of Offshore Beachside Limited Partnership, (a) X personally known to me, or (b) proved to me through satisfactory evidence of identification which was , to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily, as her free act and deed, for its stated purpose as Manager of Offshore Beachside, LLC, the General Partner of Offshore Beachside Limited Partnership, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.

Holly J. Visco
Notary Public

Printed name:
My commission expires:

NANTUCKET LAND BANK CERTIFICATE	
☒ Paid \$	<u>761400</u>
☐ Exempt	
☐ Non-applicable	
No. <u>44122</u>	Date <u>12/16/21</u>
Authorization <u>SK</u>	



COMMONWEALTH OF MASSACHUSETTS
ALCOHOLIC BEVERAGES CONTROL COMMISSION

In the Matter of:)
)
)

Application for Transfer of License,)
30 N. Beach Street, Nantucket, MA 02554)
ABCC License No. 07260-HT-0762)
_____)

AFFIDAVIT OF PETER TWACHTMAN

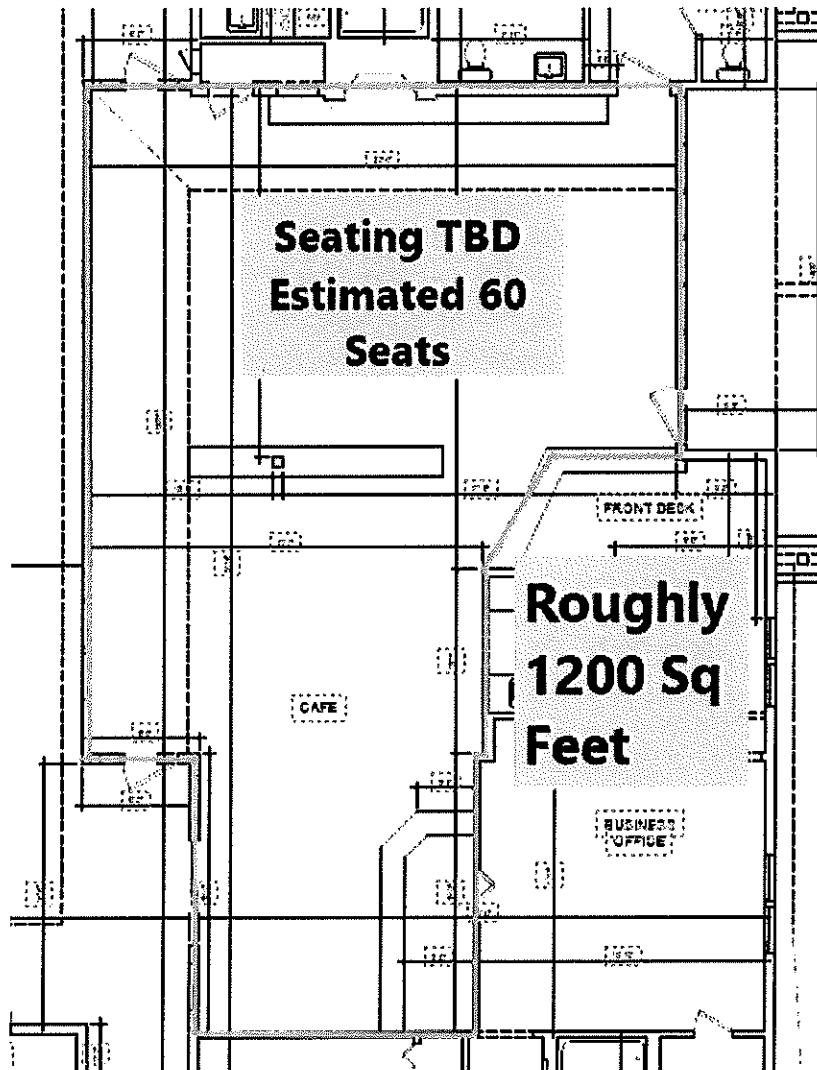
I, Peter Twachtman, as CEO of LH Manager Northeast LLC, do hereby declare under the pains and penalties of perjury that I have personal knowledge of the facts set forth herein, as follows:

1. I am the CEO of LH Manager Northeast, LLC ("Seller").
2. The Seller is the present holder of the Section 12 All Alcoholic Beverages Innholder License (ABCC License No. 07260-HT-0762) ("License") as exercised at the property located at 30 N. Beach Street, Nantucket, Massachusetts 02554 doing business as the "Beachside at Nantucket" ("Hotel").
3. In connection with the Seller's operation of the food and beverage program at the Hotel, and in connection with all sales made under the License, all reporting and tax filings to the Department of Revenue for the Commonwealth of Massachusetts ("MDOR") were processed and paid on the Seller's behalf at the Hotel by the entity "Local.House International, Inc," an affiliate of Seller.
4. In connection with the Seller's operation of the food and beverage program at the Hotel, and in connection with all sales made under the License, all reporting and tax filings to the Department of Unemployment Assistance for the Commonwealth of Massachusetts ("MDUA") were processed and paid on the Seller's behalf at the Hotel by the entity "LH Northeast Employer LLC," an affiliate of Seller.
5. At the time of execution of this Affidavit, it is my understanding that the Seller is in good standing with the MDOR and MDUA, and that there are no outstanding amounts owed by the Seller to same in connection with the License.

Signed under the pains and penalties of perjury this 6th day of February 2025.

Peter Twachtman (Pub. 6, 2015 TC-AT-57)

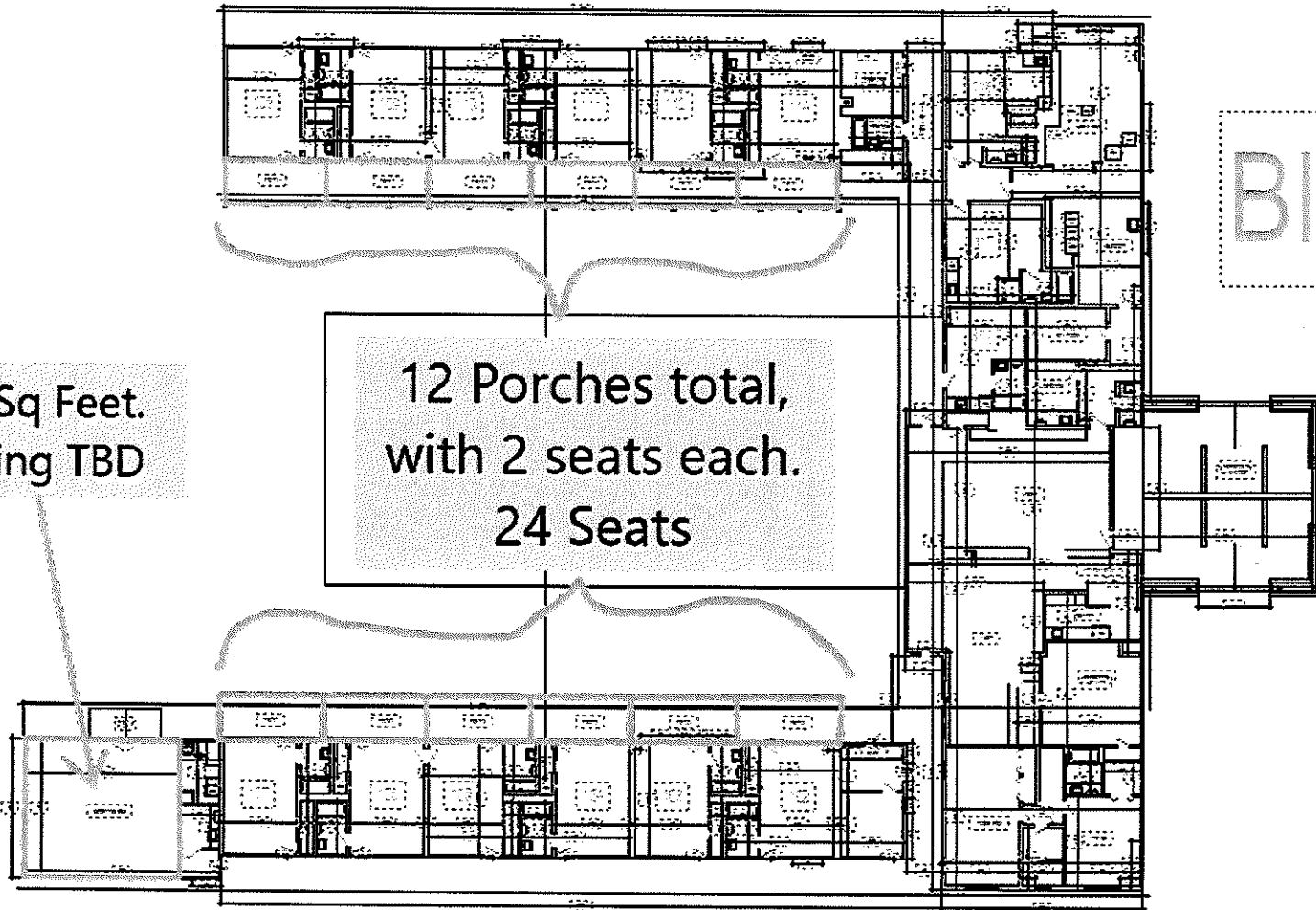
Peter Twachtman



530 Sq Feet.
Seating TBD

12 Porches total,
with 2 seats each.
24 Seats

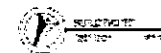
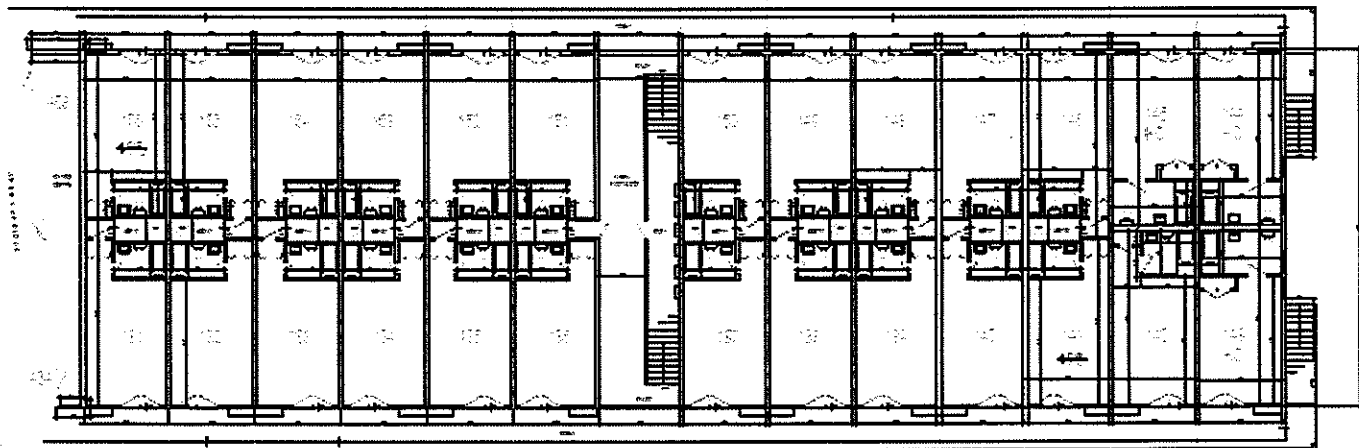
Bldg



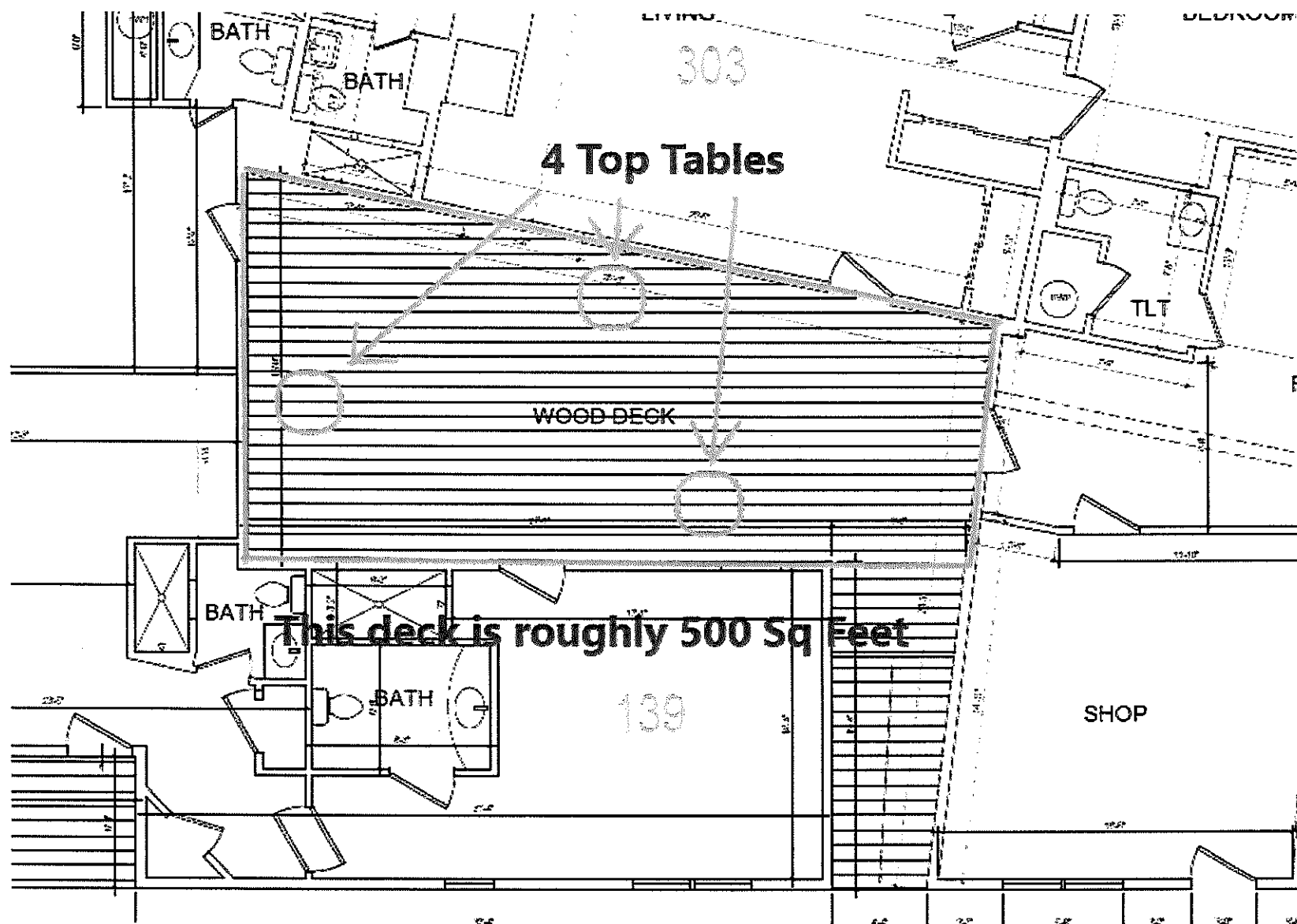
11 porches per floor, with
2 seats per porch.

44 Seats total

B-1st



30 North Beach Rd Falmouth, ME	
DATE: 10/1/01	XC-2
BY: [Signature]	
SCALE: 1/8" = 1'-0"	



HOTEL MANAGEMENT AGREEMENT

BETWEEN

**30 NORTH BEACH STREET, LLC,
a Delaware limited liability company,
as Owner**

AND

**30 NORTH BEACH STREET MANAGER LLC,
a Delaware limited liability company,
as Operator**

Effective as of February 14, 2025

ARTICLE 1 DEFINITIONS.....	1
ARTICLE 2 TERM.....	1
2.1 Initial Term	1
2.2 Extension Terms	2
ARTICLE 3 OPERATION OF THE HOTEL	2
3.1 Use and Standard of Operation	2
3.2 Leases and Concessions	5
3.3 Personnel	5
3.4 Bank Accounts	8
3.5 Working Capital	9
3.6 Owner to Bear All Operating Expenses	10
3.7 Reimbursement of Operator	10
3.8 Payment of Impositions	11
3.9 Additional Rights of Operator	12
3.10 Limitations on Operator	14
3.11 Nature of Relationship; Limitation of Fiduciary Duty	14
3.12 Licenses and Permits, Owners Covenant	15
3.13 Purchasing Services	16
3.14 Publicity and Confidentiality	16
3.15 No Pledge of Credit	18
3.16 Title; Compliance with Mortgages	18
3.17 Operator Not Liable for Recommendations	18
3.18 Operator's Intellectual Property	18
3.19 Owner's Property	20
ARTICLE 4 ANNUAL PLAN AND FINANCIAL REPORTS.....	21
4.1 Annual Plan	21
4.2 Books and Records; Guest Data	22
4.3 Inspection of Books and Records	23
4.4 Financial Reports	23
4.5 Disclosure of Financial Reports	24
ARTICLE 5 REPAIRS, ALTERATIONS, AND RESERVES	24
5.1 Repairs and Maintenance	24
5.2 Emergency Repairs	24
5.3 Enforcement of Guaranties and Warranties	25
5.4 Replacement Reserve Fund	25
5.5 Closure of the Hotel for Renovations	26
ARTICLE 6 SHARED SERVICES, REMUNERATION & REIMBURSABLE SERVICES.....	26
6.1 Shared Services	26
6.2 General Reimbursables	26
6.3 Annual Operating Fee	27
6.4 Time and Manner of Payment	28

HOTEL MANAGEMENT AGREEMENT

THIS HOTEL MANAGEMENT AGREEMENT (this "Agreement") is entered into as of February 13, 2025 but effective as of February 14, 2025 (the "Effective Date"), between 30 North Beach Street Manager LLC, a Delaware limited liability company ("Operator"), and 30 North Beach Street, LLC, a Delaware limited liability company ("Owner"). All capitalized terms used in this Agreement unless otherwise defined herein shall have the meanings set forth in Exhibit B.

RECITALS:

This Agreement is entered into upon the basis of the following facts, understandings and intentions of the parties hereto:

A. Owner owns fee simple ownership of certain real property located at 30 North Beach Street, Nantucket, Massachusetts 02554, as more particularly described on Exhibit A attached hereto (the "Site").

B. Located on the Site is the following existing hotel facility: the hotel property currently known as "The Beachside" consisting of: (i) approximately ninety-four (94) guestrooms, and (ii) certain other facilities, amenities and improvements (including a pool, fitness center, meeting space, and food and beverage spaces), FF&E (as defined herein), signage, and parking. The hotel buildings and associated facilities, amenities and improvements, FF&E, signage, and parking, are collectively, the "Hotel".

C. Owner and Operator are entering into this Agreement pursuant to which Owner is engaging Operator to manage, operate and promote the Hotel, and Operator has agreed to do so, in each case on the terms and conditions set forth in this Agreement.

D. Owner and Operator desire to set out their mutual understanding with respect to the management, operation and promotion of the Hotel and its associated public spaces.

NOW, THEREFORE, IN CONSIDERATION of the foregoing, the mutual covenants and promises herein contained and the receipt of other valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 **DEFINITIONS**

Each capitalized but undefined term used in this Agreement shall have the meaning set forth in attached Exhibit B. Certain other terms, words and phrases shall have the meaning set forth for each such term, word or phrase in this Agreement unless the context otherwise specifies or requires.

ARTICLE 2 **TERM**

2.1 **Initial Term**. Subject to the termination rights provided herein:

(a) The term of this Agreement (“Term”) shall commence on the Effective Date.

(b) The Term shall expire on the date which is December 31 of the fifth (5th) full calendar year following the Opening Date (the “Initial Expiration Date”), unless this Agreement shall be sooner terminated in accordance with the provisions of this Agreement.

2.2 **Extension Terms.** Provided that there is no continuing uncured Event of Default and no event or circumstance that with notice or the passage of time without cure would constitute an Event of Default, in either case, by Owner, Owner shall have the right, but not the obligation, to renew the Term for one (1) additional five (5) year period by written notice to Operator, delivered not less than 180 days prior to the Initial Expiration Date, in which event the Term shall terminate on the fifth (5th) anniversary of the Initial Expiration Date, unless this Agreement shall be sooner terminated in accordance with the provisions of this Agreement. For the avoidance of doubt, the Term shall expire on the Initial Expiration Date, to the extent that, prior to the expiration of the then-current Term, Owner does not deliver a written notice to Operator exercising its right to renew the Term pursuant to this Section 2.2, and such Initial Expiration Date shall become effective.

ARTICLE 3 **OPERATION OF THE HOTEL**

3.1 Use and Standard of Operation.

3.1.1 **General.** Subject to the terms of this Agreement (including Section 3.1.5), Owner hereby grants to Operator the sole and exclusive right to manage and operate the Hotel and all of the facilities and amenities comprising any part of the Hotel (including any F&B Facilities, but excluding, in each case, any Third-Party Operated Areas designated as such pursuant to Section 3.1.5), from and after the Opening Date through the end of the Term, in each case, for and on behalf of Owner, subject to the terms of this Agreement. Operator shall, in carrying out its duties and responsibilities (individually and collectively) under this Agreement, act as a commercially reasonable and prudent operator of the Hotel in accordance with the Hotel Standard.

3.1.2 **Scope of Authority.** Subject to Operator’s compliance with the terms and covenants contained in this Agreement, including, without limitation, Section 3.1.3, Section 3.1.5, Section 3.10 the provisions of this Agreement with respect to the Approved Plan and the parameters set forth therein and except for any Third-Party Operated Areas designated as such pursuant to Section 3.1.5, Operator shall have the exclusive authority, from and after the Opening Date through the end of the Term, to manage the Hotel, including without limitation (a) to negotiate and enter into such contracts, concessions, arrangements, licenses and other agreements in the name and at the expense of Owner as may be necessary or advisable in connection with the operation of the Hotel, and (b) in the name of and at the expense of Owner to determine, in the reasonable judgment of Operator in accordance with policies and procedures promulgated by Operator from time to time and disclosed to Owner, the terms of admittance, charges for rooms and commercial space, charges for entertainment, charges for use of athletic facilities, if any, food and beverages (which rights shall specifically allow Operator to charge varying rates to different customers or groups of customers and allow Operator, in its discretion, to permit such customers

or groups of customers to occupy rooms or suites at the Hotel at rates lower than published rates or free of charge or permit such customers or groups of customers to dine at the restaurants or other food and beverage facilities located at the Hotel free of charge (in accordance with the parameters set forth in the Approved Plan) credit and billing policies (including arrangements with credit card organizations, catering operations, etc.), all phases of advertising, promotion and publicity relating to the Hotel, and the receipt, holding and disbursement of funds, the maintenance of bank accounts, the procurement of inventories, supplies and services and generally all activities necessary for the operation and management of the Hotel.

3.1.3 Limitations on Operator's Authority. Notwithstanding the general grant of authority given to Operator in Section 3.1.2 (but subject to the limitations set forth in such section), Owner's prior written approval (in its sole discretion) shall be required for the following (in each case other than clause (c) below, except to the extent such action is (i) expressly identified in a proposed Annual Plan as an action requiring Owner's sole discretion approval under this Section 3.1.3, and (ii) approved by Owner as expressly set forth in the Approved Plan, for which no additional Owner consent shall be required to the extent set forth in such Approved Plan, it being agreed that any action contemplated by clause (c) below shall require separate written approval of Owner in accordance with this Section 3.1.3):

(a) the execution of any service and vendor contracts, equipment leases and licenses or any amendment, renewal or modification thereof, which, in each case, would require Owner consent under Section 3.10.1;

(b) the execution of any leases, space leases, subleases and concession agreements at the Hotel or for a concession or any amendment, renewal or modification thereof. Any such leases, space leases, subleases and concession agreements shall be entered into in Owner's name and shall be executed by Owner, provided, however, that Operator may execute any such leases, space leases, subleases and concession agreements on Owner's behalf if Owner has approved such lease form and substance;

(c) the execution of any agreements with any Affiliate of Operator or any amendment, renewal, or modification thereof;

(d) utilizing any portion of the Hotel for parking and/or retail purposes to the extent it is not so utilized as of the Opening Date;

(e) any Alteration, which either (i) requires issuance of a building permit or (ii) constitutes a Capital Improvement, it being agreed that with respect to such Alterations, Owner's approval rights shall include approval rights over (1) the design, plans and specifications, budgets and schedules related to such Alterations, (2) the timing to commence such Alterations, and (3) any contracts or agreements with design professionals related thereto (other than to the extent such Alteration constitutes an Emergency Repair); and

(f) Any action which would require Owner approval under Sections 3.10.2, 3.10.3, or 3.10.4.

3.1.4 Hotel Name. The Hotel shall be operated under (i) one name to be selected by Owner (the "Hotel Name"), which Owner shall have the right to change at any time in its sole

and exclusive discretion; and (ii) the names of any F&B Facilities that may be created in the Hotel (the "F&B Names") shall be selected by Owner, in its sole and exclusive discretion.

3.1.5 Third-Party Operated Areas.

(a) During the Term, Owner may designate other certain areas of the Hotel to be designated a Third-Party Operated Area and leased to or managed by a Third-Party Operator; provided, that in the event Owner hereafter designates a material portion of the Hotel as a Third Party Operated Area, such designation shall be subject to the prior written approval of Operator, which approval shall not be unreasonably withheld, conditioned or delayed. The management of all Third-Party Operated Areas shall be governed by that agreement or agreements into which Owner enters for the applicable Third-Party Operated Area. Notwithstanding anything to the contrary in this Agreement, Owner shall determine in its sole and exclusive discretion the concession type for each component of the Third-Party Operated Areas. In connection with such Third-Party Operated Areas, Operator, as part of its management of the Hotel hereunder shall (i) monitor the Hotel generally, and monitor the compliance by any operator of a Third-Party Operated Area with the requirements of any relevant agreement with respect thereto; provided that, Operator shall not be responsible for any breaches of such agreements caused by such operators, (ii) take reasonable and diligent steps to ensure that the operation of the Third-Party Operated Areas does not unreasonably disturb the operation of the rest of the Hotel, provided that Operator shall not be liable to Owner if an operator of a Third-Party Operated Area does unreasonably disturb the operation of the rest of the Hotel, (iii) consult with Owner, as and when reasonably requested, to discuss the impact of the Third-Party Operated Areas on the operation of the Hotel as a whole, in order to ensure that the Hotel, along with the Third-Party Operated Areas, operates and is seen as one entire property and (iv) reasonably cooperate with the operators of the Third-Party Operated Areas to ensure that the Third-Party Operated Areas are managed and operated in a way so that they are an integrated part of the Hotel and (v) to the extent that the Owner has any operational, maintenance, janitorial or similar responsibilities (including, without limitation, housekeeping services and providing cleaning supplies and linens) with respect to any Third-Party Operated Area, Operator shall be responsible for discharging Owner's responsibilities hereunder, provided that the cost in connection therewith shall be considered Operating Expenses. For the avoidance of doubt, as of the Effective Date, there are no Third-Party Operated Areas designated by Owner.

(b) Owner agrees that any proposed Third-Party Operator shall not have a criminal background and shall have the experience and ability to operate the applicable Third-Party Operated Area in a manner that does not in conflict with the Hotel Standard.

(c) Any lease or management agreement with any Third-Party Operator with respect to the relevant Third-Party Operated Area shall be negotiated and entered into by Owner and shall: (i) allow Operator to operate the remainder of the Hotel in accordance with the Hotel Standard and the terms of this Agreement; (ii) require such Third-Party Operator to operate and maintain the applicable Third-Party Operated Area in a manner that is consistent with the applicable Hotel Standard; (iii) require such Third-Party Operator to obtain and maintain in effect and in good standing all licenses, registrations, certificates, authorizations, permits, approvals and consents necessary for the operation of the applicable Third-Party Operated Area; and (iv) require such Third-Party Operator to obtain and maintain all necessary and customary insurance policies

with respect to such Third-Party Operated Area, in each case naming Operator as a Named Insured or Additional Insured.

(d) To the extent that any operator of a Third-Party Operated Area requires services or materials that the Operator has the capacity to provide (while still performing the services hereunder in accordance with this Agreement), the Operator agrees that it shall provide such service or material to such operator upon request in exchange for reasonable compensation from such third-party operator, as determined by the parties at the time acting reasonably.

3.2 Leases and Concessions.

3.2.1 Negotiation. Except for any Third-Party Operated Areas and subject to Sections 3.1.3, 3.1.5 and 3.16, Operator may negotiate leases, subleases, licenses and concession agreements for any hotel operations, parking, retail space or, any other commercial operation in or about the Hotel (including, without limitation, a concession), and shall use its good faith efforts to obtain satisfactory tenants and suitable uses consistent with the Hotel Standard and the provisions of this Agreement with respect to the Approved Plan. Subject to the provisions of this Agreement with respect to the Approved Plan or as otherwise approved by Owner, Operator may at its option retain third party legal counsel reasonably approved by Owner (either separately or by inclusion of such legal counsel in an Approved Plan) to advise and assist Operator with any such negotiations, and the reasonable fees and costs of such counsel shall be an Operating Expense. The execution of any such leases, subleases, licenses and concession agreements shall be subject to the limitations set forth in Section 3.1.3.

3.2.2 Operator's Performance. Operator shall, subject to Section 2.1, manage, operate, maintain, repair and lease the Hotel, as agent for Owner, in accordance with the terms of this Agreement and the Hotel Standard, subject to the provisions of this Agreement with respect to the Approved Plan and to the limitations set forth in this Agreement, including, without limitation, Section 3.1.3, Section 3.10 and Section 3.16. Furthermore, Operator shall not cause a violation of, or knowingly cause Owner to be in default of, the Mortgage or the loan agreements to which such Mortgage relates in the discharge of Operator's obligations under this Agreement as described and subject to the limitations set forth in Section 3.16.

3.2.3 Collection. Operator shall use commercially reasonable efforts to collect all revenues from guests of the Hotel, rents and other sums falling due from and after the Opening Date through the end of the Term (and any such rents or other sums due before the Opening Date to the extent the Owner owned or operated the Hotel at that time) under any present or future lease, license or contracts and shall deposit the same in the Operating Account.

3.3 Personnel.

3.3.1 General. Subject to the terms of Section 3.3.3, Operator, directly or through an Affiliate, shall have the exclusive right in its sole discretion to pay, hire, promote, discharge, supervise, train, relocate, discipline and determine the terms of employment for all Hotel Employees. Notwithstanding the foregoing, in accordance with Operator's obligation to operate the Hotel in accordance with the Hotel Standard, Operator shall provide training on an ongoing basis to all Hotel Employees as to Operator's then-current operating procedures,

standards, systems and guidelines, and updates to the same from time to time (collectively, the “**Operating Guidelines**”) and manage and supervise the Hotel Employees to operate the Hotel in accordance with the Operating Guidelines and the Hotel Standard. All Hotel Employees shall be employees of Operator or an Affiliate of Operator and in no event shall Owner be deemed to be the employer of any Hotel Employees. Such authority or any part thereof may be delegated by Operator to an Affiliate or one or more persons in its general employ. Subject to Section 3.3.3, Operator shall use reasonable procedures and standards in the selection of all Hotel Employees. Owner shall promptly reimburse Operator for Hotel Employees’ Compensation (any such reimbursement to include, when appropriate, any applicable gross receipts or similar tax as provided in Section 3.7). Operator shall abide by all Legal Requirements applicable to Hotel Employees. Notwithstanding anything to the contrary in this Agreement (but without limiting Sections 9.1.1(e), 9.4.1 or 13.6), the acts or omissions of Hotel Employees (other than Key Employees) shall not be imputed to Operator or its Affiliates, unless (A) such acts or omissions resulted from (I) the gross negligence, willful misconduct, criminal conduct or fraudulent acts of Operator’s Corporate Personnel in supervising such Hotel Employees or (II) the failure of Operator promptly to dismiss, discipline or transfer such Hotel Employees after learning of such acts or omissions, or (B) such acts or omissions of a Hotel Employee are within the scope of such Hotel Employee’s employment or at the direction of Operator’s Corporate Personnel or Key Employees. Owner shall not interfere with, direct the work of or give orders or instructions to personnel employed at the Hotel. All communications with respect to Hotel Employees shall be through the Operator’s Point Person.

3.3.2 Employees of Operator. Subject to the terms of Section 3.3.3, Operator shall have the right to hire employees for certain management positions at the Hotel that have the capacity to also provide oversight to Operator’s other managed hotels. Should Operator hire a manager that is to have any duties outside the Hotel, Operator shall (i) disclose the manager’s additional duties to Owner and the appropriate proportion of the manager’s employment costs shall be paid by Operator or the other managed hotels being serviced by Operator, (ii) allocate all personnel and corporate expenses for such employees in a fair and equitable manner as between the Hotel and Operator’s other managed hotels and in a manner consistently implemented at the other managed hotels and (iii) incur such allocated costs only to the extent such allocated costs are expressly included in the Approved Plan or otherwise approved by Owner.

3.3.3 Key Employees. Owner shall have approval rights over the selection of the individuals who are (i) General Manager of the Hotel (or, if not so designated, the most senior (in organizational hierarchy) on-property hotel staff member), (ii) the Assistant General Manager of the Hotel (or, if not so designated, the second most senior (in organizational hierarchy on-property hotel staff member) (iii) the Head of Human Resources of the Hotel (or the equivalent position) and (iv) the Director of Food and Beverage (or, if not so designated, the most senior (in organizational hierarchy) on-property food & beverage manager) and head chef, only if the F&B Facilities are operated by Operator (collectively, the “Key Employees”), as the same shall be specifically provided for in the Approved Plan. Owner shall be deemed to have approved the appointment of any such individual unless Owner delivers notice of its disapproval of such appointment within ten (10) Business Days after Operator’s recommendation of such individual to Owner (and delivery of a resume for such candidate or other evidence of such candidate’s qualifications). Owner shall be provided a reasonable opportunity to interview each such candidate at the Hotel or another mutually acceptable location, which interview must occur virtually or in

person, in either case, at Owner's sole discretion, promptly after receipt of notice. Owner acknowledges that each time the applicable position is to be filled, Owner may not reject more than two (2) candidates proposed by Operator for the position of General Manager or any other Key Employee.

3.3.4 Temporary Employee Assignment To Hotel. Subject to the terms of Section 3.3.3 and the provisions of this Agreement with respect to the Approved Plan, Operator may, if necessary in its reasonable judgment, assign one or more of its other supervisory or line employees to the Hotel on a temporary basis (but in no event longer than sixty (60) days without Owner's prior written approval) and shall receive reimbursement for the Compensation of such employees to the extent within the Approved Plan or such variances as are permitted under Section 4.1.4. Such employees shall, at Operator's discretion, be furnished, without charge, reasonably appropriate accommodations at the Hotel (subject to (i) availability of rooms at the Hotel, and (ii) availability of rooms with the lowest room rate), together with food and beverage (except from any Third-Party Operated Areas), laundry, valet services or, in the alternative, reasonable allowances may be given for all or any of such items (to the extent applicable), in each case, only to the extent set forth in the Approved Plan or approved by Owner. To the extent the Hotel is sold-out, reasonably appropriate arrangements for the accommodations of such employees shall be made at another local hotel. Out-of-Pocket Costs reasonably incurred by Operator as a result of the foregoing shall be charged as Operating Expenses.

3.3.5 Temporary Employee Assignment Away From Hotel. On occasion, Operator may reassign (subject to Owner's approval, which, with respect to any Key Employees, shall be at Owner's sole discretion) a Hotel Employee to a temporary position outside the Hotel for a special project unrelated to the Hotel (but in no event longer than thirty (30) days without Owner's prior written approval). In such a case, the employment costs related to that employee shall become the responsibility of Operator for the period of time that such Hotel Employee is away from the Hotel. If Operator determines that a temporary worker is necessary to replace the employee on assignment, any related costs of the temporary worker up to the amount equal to the costs of the employee on assignment shall be the responsibility of the Hotel and any additional costs shall be the responsibility of Operator.

3.3.6 Unions. Operator shall (i) notify Owner promptly of any union activity at the Hotel, (ii) keep Owner reasonably updated on the status of any negotiations with any union, (iii) notify Owner of the entry into any neutrality, card-check, accretion, collective bargaining agreement or other similar agreement (including, amendments, modifications and renewals thereof) with any Hotel Employee or any union of which Hotel Employees are members, including the terms thereof and (iv) provide prior written notice to Owner (and obtain Owner's prior written approval) before (a) execution of any agreement referenced in the foregoing subsection (iii) or (b) execution of any agreement with any union of which Hotel Employees are members.

3.3.7 Benefits. If, in the commercially reasonable opinion of Operator, it is desirable or appropriate at any time, from and after the Opening Date through the end of the Term, to provide for the benefit of the Hotel Employees pension, profit sharing or other employee retirement, disability, health and welfare or other benefit plans similar to those now or hereafter applicable to employees of other hotels operated or managed by Operator or its Affiliates or other comparable hotels being operated in the same sub-market as the Hotel, Operator shall either: (i)

adopt and pay as an Operating Expense, the allocable share for such plan or plans as an employer, provided that such plan or plans permit such action; or (ii) establish a similar independent plan or plans providing comparable benefits for the Hotel Employees, taking into account in each such case, local custom and employment market considerations for hotels of similar size, quality and location, which will be paid as an expense through the Approved Plan. For the avoidance of doubt, the provision of any such benefits and/or benefit plans shall be subject to the approval of Owner either through approval of the Annual Plan or otherwise.

3.3.8 Professional Consultants. The reasonable cost, fees, compensation or other expenses of any persons reasonably engaged by Operator, on behalf of Owner, to perform duties related to the Hotel and otherwise usual and customary in the ownership of hotels and restaurants, such as attorneys, independent accountants and the like, shall be an Operating Expense, subject to the Annual Plan. However, the selection and engagement of any attorneys or third-party external accountants shall be subject to the prior approval of Owner, not to be unreasonably withheld. If Owner engages a consultant the expense for such engagement is not contemplated by the Approved Plan, Owner shall pay for such consultant.

3.3.9 Gratuities. Operator shall use commercially reasonable efforts to cause any gratuity paid or given by patrons or customers to Operator for further payment to Operator's employees to be accurately recorded, reported and taxed as required by the Internal Revenue Service and the state and, as applicable, local taxing authorities. Operator shall (and shall use commercially reasonable efforts to cause its employees to) follow all applicable federal, state and local law regarding the handling of gratuities paid to Hotel Employees by cash or credit card.

3.4 Bank Accounts.

3.4.1 Owner shall establish its own bank account for depositing property funds ("Owner's Account"). Revenues generated from the Hotel shall flow directly into such Owner's Account and Operator shall have read only access to such account to allow for automated financial reporting, and as such, selection of such bank and account type shall be subject to confirmation of such automation capability. Operator shall establish a bank account in the name of, and as agent, for Owner with an institutional bank selected by Owner for deposit of cash that is approved and deposited by Owner or Lender and Working Capital (in accordance with Section 3.5) subject to monthly Owner approved draw requests within the confines of the Approved Plan ("Operating Account"). Operator shall cause any security deposits to be promptly deposited in a "Security Deposit Account." As needed (and subject to the requirements of Lender and Legal Requirements), Operator shall withdraw such amounts from the Security Deposit Account as are necessary to (i) repay a security deposit (or portion thereof) to a tenant as required pursuant to the terms of such tenant's lease; and (ii) cause the transfer of a forfeited security deposit (or portion thereof) to the Owner's Account. In the event a cash management agreement and/or SNDA is required by any Lender, Operator agrees to comply with (a) all procedures under any such agreement to which Operator is a party provided that Operator is provided with a copy of such SNDA, and (b) the relevant provisions of the loan agreement to which the Mortgage relates (final copies of which shall be provided to Operator) to the extent applicable to Operator's performance of its obligations under this Agreement and subject to (and to the extent not inconsistent with) the terms of any assignment and subordination of management agreement executed by Operator and the applicable

lender, and Operator further agrees that the cash management procedures set forth herein shall be deemed revised to the extent necessary to comply with such Lender-promulgated procedures.

3.4.2 Operator shall not hold any funds in the name of Operator for the account of Owner. Operator understands and agrees that all funds in the Operating Account belong solely to Owner, and that Operator has no economic or beneficial interest in any funds contained in the Operating Account. The Operating Account shall be the sole property of Owner but during the Term shall be maintained and exclusively controlled by Operator. During the Term, Operator's designees shall be the only persons authorized to draw from the Operating Account, and Operator shall be entitled to make deposits in and withdrawals from all of such accounts in accordance with the terms of this Agreement, the provisions of this Agreement with respect to the Approved Plan and Operator's standard accounting policies and practices. During the Term, Owner may not change or limit the powers of the authorized signatories to the Operating Account without Operator's prior approval. Owner shall promptly execute all resolutions, certificates, powers of attorney and other documents required to authorize Operator's representatives as signatories or to otherwise enable Operator to administer the Operating Account consistent with the requirements of this Agreement. During the Term, Owner shall be granted read-only access to the Operating Account and may review the bank reconciliations in detail at any time. Operator is hereby authorized to pay such amounts, and at such times, as are required in connection with the ownership, maintenance and operation of the Hotel from the Operating Account (or, if appropriate, from house banks or petty cash funds available at the Hotel).

3.5 Working Capital.

3.5.1 Amount. On or prior to the Opening Date, Owner shall make available Working Capital in the amount of One Hundred and Twenty-Five Thousand Dollars (\$125,000) in the Operating Account. This amount is anticipated by Operator to be the amount needed to provide reasonably adequate Working Capital for operating the Hotel in accordance with the Hotel Standard for a period of sixty (60) days. Owner shall thereafter throughout the Term maintain Working Capital of the foregoing amount or, in accordance with the Approved Plan, such lesser or greater amount acceptable to both Owner and Operator in each of their reasonable discretion and Owner shall substantiate and secure such availability in a manner reasonably satisfactory to Operator. If Operator determines in its commercially reasonable judgment that (i) subject to the provisions of this Agreement with respect to the Approved Plan, the available funds in the Operating Account are insufficient or are reasonably anticipated to be insufficient to allow for the uninterrupted and efficient operation of the Hotel in accordance with the terms of this Agreement for the immediately ensuing period of sixty (60) days, (ii) the Working Capital is less than the amount required to be maintained under this Section 3.5.1, (iii) the available funds in the Replacement Reserve Fund are insufficient to allow for the payment for replacements, substitutions, additions or refurbishing of the Hotel's Furniture, Fixtures and Equipment scheduled to occur within the immediately ensuing period of sixty (60) days which are necessary for the Hotel to be operated and maintained in accordance with the Hotel Standard and contemplated in the Approved Plan or (iv) Operator requires funds for any Capital Improvements approved by Owner in accordance with this Agreement and set forth in the Capital Budget, Operator shall notify Owner in writing (email being sufficient) of the existence and amount of the shortfall and, within twenty (20) days following the delivery of the request, Owner shall either (a) deposit into the appropriate Operating Account, the funds requested by Operator in such request or (b) solely in

the case of clause (iv) above, notify the Operator of its rejection of such request; failure by Owner to reply within such twenty (20) day period shall be deemed a rejection of such request.

3.5.2 Alternative Sources of Working Capital. In the event Owner fails to supply required Working Capital in accordance with Section 3.5.1 above (except in the event Owner rejects Operator's request for funds in the case of clause (iv) of Section 3.5.1, in which case this Section 3.5.2 shall not apply) and if Operator deems such action to be necessary then, subject to providing Owner with at least five (5) days' notice following such failure to fund pursuant to Section 3.5.1, Operator may use all or part of the funds located in the Replacement Reserve Fund to supplement the Operating Account or Sub-Accounts to defray or pay the Hotel's operating fees, expenses and costs, and, upon notice by Operator, Owner shall promptly fund into the Replacement Reserve Fund an amount equal to all sums so used or transferred in accordance with this Section 3.5.2. Operator shall in no event be required to advance any of its own funds for the pre-opening or operation of the Hotel, nor to incur any liability in connection herewith unless Owner shall have furnished Operator with funds necessary for such purposes.

3.6 Owner to Bear All Operating Expenses. In performing its duties hereunder and in managing and operating the Hotel during the Term, Operator shall act solely for the account of and as agent of Owner. All Out-of-Pocket Costs reasonably incurred by Operator, in accordance with the provisions of this Agreement with respect to the Approved Plan, shall be borne by Owner. Except as otherwise specifically provided in this Agreement, Operator shall order at competitive prices (to the extent achievable through exercise of commercially reasonable diligence) from third-party vendors, in accordance with the provisions of this Agreement with respect to the Approved Plan, Equipment for the operation of the Hotel. Operator shall in no event be required or obligated to advance any of its funds for the operation of the Hotel, nor shall Operator be required to incur any liability in connection therewith unless Owner shall have furnished Operator with funds necessary for the discharge thereof. Operator shall have the right, in its sole discretion, but not the obligation, to take the following actions after prior notice to Owner (except in Emergencies when notice is required as soon as possible afterward), in each case, subject to the provisions of this Agreement with respect to the Approved Plan or as otherwise approved by Owner: (a) to advance funds to be deposited in the Operating Account in payment of any expenses of the Hotel, Operating Expenses or any other expenditures which Owner is obligated to make pursuant to this Agreement, but has failed to make within the time required by Operator, or (b) to take any action on behalf of Owner which Owner is obligated to take under this Agreement but has failed to take within the time required by Operator. If Operator pays any amount out of its own funds as a result of actions taken under the foregoing sentence, Operator shall notify Owner and request repayment from Owner (with supporting documentation), which Owner shall repay to Operator within five (5) Business Days of demand, with interest thereon at the Effective Rate if not repaid to Operator within the foregoing period.

3.7 Reimbursement of Operator. During the Term, Operator shall be reimbursed for costs and expenses reasonably incurred in rendering services to the Hotel to the extent the same are set forth in the Approved Plan, the provisions of this Agreement with respect to the Approved Plan or have otherwise been approved in writing by Owner, and such reimbursement shall be drawn from funds held in the Operating Account. Examples of matters which are to be reimbursed are as follows (all of which shall be Operating Expenses and be paid from the Operating Account to the extent set forth in the Approved Plan (including the provisions with respect to permitted

variances set forth in Section 4.1.4 of this Agreement) or have otherwise been approved in writing by Owner):

3.7.1 Full-Time Compensation. All Compensation for those employees of Operator or its Affiliates assigned to the Hotel on a full-time basis;

3.7.2 Temporary Compensation. The Compensation of those employees of Operator or its Affiliates assigned to the Hotel for actual services rendered to the Hotel to the extent of their employment at the Hotel on a temporary or part time basis and substantiated by time records;

3.7.3 Employee PTO Accrual Account. On a monthly basis, Operator shall have the right to transfer a reasonably estimated amount to fund the Hotel Employees' accrued paid time off (PTO) pay (the "Employee PTO Accrual Account"), from an Operating Account to a bank account approved by Owner. Should such pay-outs to employees be greater than the amount in the Employee PTO Accrual Account, the terms of Section 3.5.1 shall apply. Under no circumstances is Operator responsible for paying such accruals to the employees;

3.7.4 Out-of-Pocket. Out-of-Pocket Costs reasonably incurred in connection with any phase of the Hotel operation by the executive staff or other personnel or department of Operator or its Affiliates; and

3.7.5 Other Expenses. Reasonable Out-of-Pocket Costs for labor negotiations, legal counsel, Alterations, Restoration or Condemnation programs and special market studies which involve a substantial time commitment of Operator's personnel or the engagement of outside professionals in connection with the Hotel and its operations. In addition, Operator shall be entitled to charge for functions, services and operations performed by Operator or its Affiliates off-site from the Hotel for the benefit of the Hotel and any other hotel operated by Operator or its Affiliates, subject to the provisions of this Agreement with respect to the Approved Plan; provided that in no event shall the charge for any of such functions, services or operations be any greater than if performed by Operator solely for Hotel. Whenever any reimbursement due Operator under this Section or any other provision of this Agreement shall be subject to a gross receipts or similar tax (excluding, for clarity, income tax) paid by Operator under Legal Requirements, Owner shall remit such reimbursement to Operator together with any such tax payable thereon.

3.8 Payment of Impositions. Operator shall, prior to delinquency, and as long as Operator has been supplied with bills and invoices, pay from an Operating Account or Sub-Account, to the extent of funds available therein (and Owner shall timely provide such funds if there are insufficient funds in the Operating Account for the payment of such amounts), all taxes (including but not limited to all hotel occupancy, personal property, sales, use and real property taxes), assessments, water, sewer or other rents, rates and charges, levies, license fees, permit fees, inspection fees and any other authorization fees and charges ("Impositions"), which at any time may be assessed, levied, confirmed or imposed on or with respect to the Hotel (including any portion thereof) or the furnishing, equipping, use or operation thereof. Subject to the provisions of Section 3.16, the foregoing shall be subject to the terms of the requirements of the Lender in a Mortgage or other loan document.

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "30 NORTH BEACH STREET, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIRST DAY OF JUNE, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "30 NORTH BEACH STREET, LLC" WAS FORMED ON THE TWENTY-FIRST DAY OF JUNE, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.

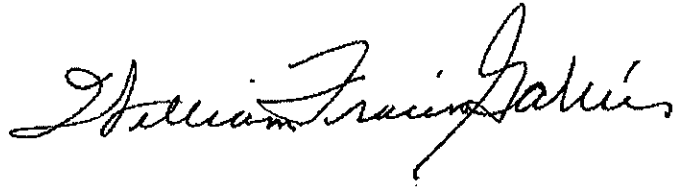


A handwritten signature in black ink, appearing to read "JBULLOCK", written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

THE COMMONWEALTH OF MASSACHUSETTS

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

June 21, 2021 03:12 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF LIMITED PARTNERSHIP OF "SIGNAL H
INVESTMENT PARTNERSHIP I, LP", FILED IN THIS OFFICE ON THE
TWENTY-EIGHTH DAY OF JULY, A.D. 2020, AT 6:35 O`CLOCK P.M.



A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

3335790 8100
SR# 20206456556

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203372404
Date: 07-29-20

SIGNAL H INVESTMENT PARTNERSHIP I, LP

CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, does hereby certify as follows:

FIRST: The name of the limited partnership is Signal H Investment Partnership I, LP ("Limited Partnership").

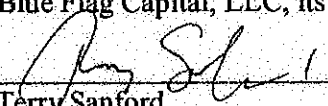
SECOND: The address of the registered office of the Limited Partnership in the State of Delaware is located at 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808. The name of the registered agent at such address is Corporation Service Company.

THIRD: The name and mailing address of the sole general partner of the Limited Partnership is Signal H Investment Partnership I GP, LLC, 105 Newbury Street, Boston, MA 02116.

IN WITNESS WHEREOF, the undersigned has caused the execution of this Certificate of Limited Partnership as of the 27th day of July, 2020.

GENERAL PARTNER:

Signal H Investment Partnership I GP, LLC
By: Blue Flag Capital, LLC, its manager

By: 
Name: Terry Sanford
Title: Authorized Representative

Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF LIMITED PARTNERSHIP OF "SIGNAL H
INVESTMENT PARTNERSHIP II, LP", FILED IN THIS OFFICE ON THE
SEVENTEENTH DAY OF MAY, A.D. 2021, AT 1:08 O'CLOCK P.M.*



Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

5923863 8100
SR# 20211824303

Authentication: 203220226
Date: 05-17-21

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:07 PM 05/17/2021
FILED 01:08 PM 05/17/2021
SR 20211824303 - File Number 5923863

CERTIFICATE OF LIMITED PARTNERSHIP

OF

SIGNAL H INVESTMENT PARTNERSHIP II, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, does hereby certify as follows:

FIRST. The name of the limited partnership is Signal H Investment Partnership II, LP (the "Limited Partnership").

SECOND. The address of the registered office of the Limited Partnership in the State of Delaware is located at 251 Little Falls Drive, Wilmington, New Castle County, DE 19808. The name of the registered agent at such address is Corporation Service Company.

THIRD. The name and mailing address of the sole general partner of the Limited Partnership is Signal H Investment Partnership II GP, LLC, 105 Newbury Street, 4th Floor, Boston, MA 02116.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership as of this 14th day of May, 2021.

GENERAL PARTNER:

Signal H Investment Partnership II GP, LLC
By: Blue Flag Capital, LLC, it's manager

By: /s/ Alfred T. Sanford
Alfred T. Sanford
Authorized Representative

PUBLIC NOTICE

The Select Board will hold a public hearing on Monday, April 14, 2025 at 11:00 AM to hear the application for a Liquor License Transfer and Management Agreement for a Seasonal All Alcoholic Beverages Hotel License and Non-Live Entertainment License from LH Manager Northeast, LLC to 30 North Beach Street, LLC, dba Beachside at Nantucket, 30 North Beach Street, Nantucket, MA 02554, Samantha Anne Shaw, Manager. The hearing will be held remotely via Zoom Webinar. Please see meeting posting for remote participation and viewing links. For further information, please email licensing@police.nantucket-ma.gov.



Agenda Item Summary

Agenda Item #	V. 3.
Date	4/14/2025

Staff

Amy Baxter, Licensing Administrator

Subject

Liquor License Transfer and Management Agreement Application – Transfer from LH Manager Northeast, LLC, dba Faraway Hotel to 29 Center Street, LLC, dba Faraway Hotel, 11 India Street, Nathan Parsons, Manager.

Executive Summary

The Applicant seeks to Transfer the License and Management Agreement for the Annual Common Victualler with All Alcoholic Beverages Hotel License for the operation of Faraway Hotel at 11 India Street.

Staff Recommendation

Comments and Consideration:

- 1) Pursuant to MGL c. 138, §23 and Ballarin v. Licensing Board of Boston, decisions of the Local Licensing Authority must be based on reasonable grounds;
- 2) ABCC and courts prefer findings be based on the following:

The appropriateness of a liquor license at a particular location

- The premises are located in the downtown Historic District.

The number of existing dispensaries in Town

- This is an existing license and location.

The views of the inhabitants of the locality in which a license is sought

- No public comments were received by Licensing as of 4-7-25.

Traffic, noise, size (typically applies to a new location)

- Not a new location. The Faraway Hotel has been licensed since 2021.

The sort of operation that carries the license and reputation of the applicant

- The applicant/owner operates several locations on the island and is changing the management company operating the premises.

Background/Discussion

MANAGEMENT AGREEMENT: A restaurant, bar or hotel holding a liquor license may seek to delegate management responsibilities to another individual or entity through a contractual relationship, known as a management or operating agreement. Management agreements in the liquor industry allow a licensee to retain ownership of the license in its own name while delegating rights and responsibilities to a “manager,” provided ultimate control of the enterprise remains with the licensee. This agreement requires approval from the local licensing authorities and Alcoholic Beverages Control Commission (the “ABCC”).

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐



Board/Commission Recommendation

N/A

Public Outreach

Advertised in I&M; abutter notification

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

Attachments

Transfer and Management Agreement Liquor License ABCC Application and Floor Plans; ABCC Summary Form; Draft CV/Liquor License





The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Nantucket

City/Town

06179-HT-0762

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- | | | | |
|--|---|---|---|
| ☐ 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 |
| ☐ Outdoor Only
Alteration of Premises | | ☐ Other: <input type="text"/> | ☐ Change of DBA |

APPLICANT INFORMATION

Name of Licensee	29 Center Street, LLC	DBA	Faraway Hotel
Street Address	11 India Street	Zip Code	02554
Manager	Nathan Parsons		
\$12 Hotel	Annual	All Alcoholic Beverages	Granted under Special Legislation? Yes ☐ No ☒
Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)	If Yes, Chapter of the Acts of (year)

DESCRIPTION OF PREMISES

Complete description of the licensed premises

The licensed premise to include the entirety of the "Faraway Hotel," which consists of(i) the 2,000 square foot restaurant space in one room on the ground floor with dining areas, bar and covered outdoor patio, (b) certain other restrooms, kitchen, storage areas, refrigerators, freezers and other back of house areas, (c) outdoor patio on private property directly adjacent to the restaurant space, and (d) the right to provide room service and other related food and beverage service to the fifty-eight (58) guest rooms within the hotel.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA:	Date:	03/04/25	Time:	
Advertised:	Yes ☐ No ☒	Date Published:		
Abutters Notified:	Yes ☐ No ☒	Date of Notice:		
Date APPROVED by LLA	04/14/25	Decision of the LLA	Approves this Application	
Additional remarks or conditions (E.g. Days and hours)				
For Transfers ONLY:				
Seller License Number:	06179-HT-0762	Seller Name:	LH Manager Northeast, LLC	

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

LICENSE #: 06179-HT-0762

LICENSE FEE: \$3,300.00

THE LICENSING BOARD *for the*
TOWN OF NANTUCKET, MASSACHUSETTS
HEREBY GRANTS AN
COMMON VICTUALLER
ANNUAL RETAIL INNHOLDER LICENSE
TO EXPOSE, KEEP FOR SALE, AND TO SELL
ALL ALCOHOLIC BEVERAGES
TO BE CONSUMED ON THE PREMISES

29 Center Street, LLC

BUSINESS: ~~LH Manager Northeast, LLC~~

DBA: Faraway Hotel

PREMISES: 11 India St
Nantucket, MA 02554

MANAGER: ~~Leigh Anne McDonald~~

Nathan Parsons

LICENSED PREMISES DESCRIBED AS:

Hotel with 2,000 square foot restaurant space in one room on the ground floor with dining areas, bar and covered outdoor patio. Hotel has 58 guest rooms having room service for food and beverages.

The hours during which alcoholic beverages may be sold: In accordance with MGL Chapter 138 and amendments thereto with the local provision that patrons shall not be served alcoholic beverages before 8:00AM Monday through Saturday and 11:00AM on Sunday. **No alcohol service is permitted after 1:00 AM** and patrons must be off the license premises and said **premises must be closed by 1:30AM**. Any restrictions apply as are on file with the local licensing authority. In accordance with Article 40 ATM 2001, Chapter 86.1 Board of Health Regulations Prohibit Smoking in Certain Places within the Town of Nantucket.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 and Chapter 140 of the Massachusetts General Laws, as amended and any rules or regulations made thereunder by the licensing authorities, including, but not limited to Chapter 207 of the Town of Nantucket Rules and Regulations Governing Alcoholic Beverages.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signature on this xxth day of xxx.

Chair, Select Board

THIS LICENSE WILL EXPIRE DECEMBER 31, 202x

**Unless earlier suspended, cancelled, or revoked*

This License Shall Be Displayed On the Premises in a Conspicuous Place Where it May Be Easily Seen.



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR A TRANSFER OF LICENSE

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

ECRT CODE: RETA

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

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

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

ENTITY/ LICENSEE NAME

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 <input type="text"/> | ☐ Change of DBA | |

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

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



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

Nantucket, MA

1. TRANSACTION INFORMATION

☒ Transfer of License

☐ Alteration of Premises

☐ Change of Location

☒ Management/Operating Agreement

☐ Pledge of Inventory

☐ Pledge of License

☐ Pledge of Stock

☐ Other

☐ Change of Class

☐ Change of Category

☐ Change of License Type
(\$12 ONLY, e.g. "club" to "restaurant")

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

Application for Transfer of License and Approval of Management Agreement

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

On-Premises ☒

\$12 Hotel ☒

All Alcohol ☒

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 06179-HT-0762

FEIN 86-1926366

Entity Name 29 Center Street LLC

DBA Faraway Hotel Manager of Record Nathan Parsons

Street Address 11 India Street, Nantucket, MA 02554

Phone Email nathanparsons89@gmail.com

Add'l Phone N/A Website www.farawayhotels.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 licensed premise to include the entirety of the "Faraway Hotel," which consists of (i) the 2,000 square foot restaurant space in one room on the ground floor with dining areas, bar and covered outdoor patio, (b) certain other restrooms, kitchen, storage areas, refrigerators, freezers and other back of house areas, (c) outdoor patio on private property directly adjacent to the restaurant space, and (d) the right to provide room service and other related food and beverage service to the fifty-eight (58) guest rooms within the hotel.

Total Sq. Footage 28,457

Seating Capacity 145

Occupancy Number 323

Number of Entrances 2

Number of Exits 4

Number of Floors F&B Ground Floor

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name	LH Manager Northeast, LLC	By what means is the license being transferred?	Purchase ☒
------------------------	---------------------------	---	--

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

Name of Principal	Title/Position	Percentage of Ownership
LocalHouse Acquisitions, LLC	LLC Member	100%
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

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
Jason Brown			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
LLC Manager of Blue Flag Capital LLC; CEO of Licensee	0%	☐ Yes ☒ No	☒ Yes ☐ No
MA Resident			☒ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB
Peter Bradley Guidi			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
CDO of Licensee	0%	☐ Yes ☒ No	☒ Yes ☐ No
MA Resident			☒ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB
Blue Flag Capital, LLC	105 Newbury Street, 4th Floor, Boston, MA 02116	N/A	N/A
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
LLC Manager of Licensee	0%	☒ Yes ☐ No	☐ Yes ☐ No
MA Resident			☐ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB
Signal H Investment Partnership I LP	867 Boylston Street, 4th Floor, Boston, MA 02116	N/A	N/A
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
LLC Member	100%	☐ Yes ☒ No	☐ Yes ☐ No
MA Resident			☐ Yes ☐ No

APPLICATION FOR A TRANSFER OF LICENSE

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

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ 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
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No

Additional pages attached? ☒ Yes ☐ No

**** See attached Beneficial Interest Disclosure Exemption Request ****

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
Jason Brown	Pouring	ABF Snake River Hotel Tenant LLC	Teton, Wyoming
Jason Brown	Pouring	ABF Alpenhof Hotel Tenant LLC	Teton, Wyoming
Jason Brown	Pouring	ABF Baron's Cove LLC	Sag Harbor, New York

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure

Limited Liability Company

Date of Incorporation

2/5/2021

State of Incorporation

Delaware

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

Own

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

☐ Yes ☐ No

9. APPLICATION CONTACT

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

Name:

Dennis A. Quilty, Esq.

Phone:

617-946-4600

Title:

Attorney

Email:

dquilty@mqrhlaw.com

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	\$0.00
B. Purchase Price for Business Assets	\$0.00
C. Other* (Please specify)	\$0.00
D. Total Cost	\$0.00

*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
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

FINANCIAL INFORMATION

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

The parties have entered into the instant transaction for nominal consideration, following the appointment of a new management company for the property.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

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

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

To whom is the pledge being made?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act? ☒ Yes ☐ No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card," or Employment Authorization Document.

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
N/A			

C. EMPLOYMENT INFORMATION

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

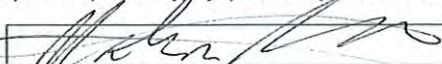
Start Date	End Date	Position	Employer	Supervisor Name
4/2022	Present	F&B Manager	Faraway Hotel (Nantucket, MA)	
3/2020	3/2022	Executive Chef	Tandem Restaurant (Carrboro, NC)	
10/2019	7/2020	Executive Sous Chef	Rule of Thirds (Brooklyn, NY)	
9/2018	10/2019	Sous Chef	Aska (Brooklyn, NY)	

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
N/A				

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

13. MANAGEMENT AGREEMENT

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

☒ Yes ☐ No

If yes, please fill out section 13.

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

Approval of Management Services Agreement with 29 Center Street Manager LLC

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		
29 Center Street Manager LLC	867 Boylston Street, 4th Floor, Boston, MA 02116	508-221-2002		
Name of Principal	Residential Address	SSN	DOB	
Collared Martin Holdings LLC	867 Boylston Street, 4th Floor, Boston, MA 02116	N/A	N/A	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
LLC Member	100%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

CRIMINAL HISTORY

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

☐ Yes ☒ No

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

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

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

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

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

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

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

13F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee?
b. Will the licensee retain control of the business finances?
c. Does the management entity handle the payroll for the business?

Yes ☒ No ☐
Yes ☒ No ☐
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) 3% of Gross Revenue See also, Section 6.3 of Management Agreement
☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:
Title: LLC Manager (29 Center Street LLC)
Date:

Management Agreement Entity Officer/LLC Manager

Signature:
Title: LLC Manager (Management Company)
Date:

APPLICANT'S STATEMENT

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

of 29 Center Street LLC
Name of the Entity/Corporation

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

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

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

Signature:



Date:

Title:

LLC Manager

CORPORATE VOTE

The Board of Directors or LLC Managers of

29 Center Street LLC

Entity Name

duly voted to apply to the Licensing Authority of

Nantucket

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Date of Meeting

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 | |

"VOTED: To authorize

Jason Brown

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

Nathan Parsons

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

Jason Brown

(Print Name)

Corporation Clerk's Signature

(Print Name)



2021 00001502

Bk: 1816 Pg: 336 Page: 1 of 3
Doc: DD 04/16/2021 03:50 PMDEED

11 INDIA STREET, LLC, a Massachusetts limited liability company, for consideration paid in the amount of \$38,500,000.00, grants to 29 CENTER STREET, LLC, a Delaware limited liability company qualified to do business in Massachusetts, with a mailing address of 105 Newbury Street, 4th Floor, Boston, Massachusetts 02116, with QUITCLAIM COVENANTS,

That certain parcel of land, together with the buildings thereon, located in Nantucket, Nantucket County, Massachusetts, now known and numbered as 4 Chestnut Street, 11 India Street, 29 Center Street, and 31 Center Street, bounded and described as follows:

NORTHERLY by Chestnut Street, one hundred forty-three and 73/100 (143.73) feet;

EASTERLY by #2 Chestnut Street and #16½ Federal Street, on two courses, eighty-two and 54/100 (82.54) feet;

NORTHERLY by said #16½ Federal Street, 60/100 (0.60) feet;

EASTERLY by said #16½ Federal Street and #9 India Street, forty-four and 35/100 (44.35) feet;

SOUTHERLY thirty-eight and 21/100 (38.21) feet, and

EASTERLY sixty-eight and 80/100 (68.80) feet, on two courses, by said #9 India Street;

SOUTHERLY by India Street, fifty-five and 43/100 (55.43) feet; and

WESTERLY by Center Street, two hundred six and 36/100 (206.36) feet.

Said land is shown as Lot 1 on plan entitled, "Plan of Land in Nantucket, MA, Prepared for 11 India Street, LLC," drawn by Bracken Engineering, Inc., dated July 25, 2019, recorded with Nantucket Deeds as Plan No. 2021-22. Said land contains 19,906 square feet, more or less, according to said plan.

Said land is conveyed subject to the following matters:

(a) Rights of others in Chestnut Street, India Street (also known as Middle Pearl Street), and Center Street (also known as Centre Street).

(b) Grant of Easement to Nantucket Electric Company, dated April 5, 2013, recorded with Nantucket Registry of Deeds in Book 1383, Page 137.

(c) Major Commercial Development Special Permit issued by the Nantucket Planning Board dated September 9, 2019, recorded with Nantucket Deeds in Book 1719, Page 50.

(e) Real estate taxes assessed by the Town of Nantucket for the fiscal years 2021 and 2022.

For title, see deed dated April 4, 2019, recorded with Nantucket Deeds in Book 1689, Page 59.

The grantor hereby certifies that no member of the LLC has a spouse, ,civil union partner, former spouse, or former civil union partner who occupies or intends to occupy the property as a principal residence or is entitled to claim the benefit of an existing estate of homestead in the property by court order or otherwise.

The grantor hereby certifies that it has not elected to be treated as a corporation for federal tax purposes for the current taxable year.

* * * * *

Signature page follows.

COMMONWEALTH OF MASSACHUSETTS
ALCOHOLIC BEVERAGES CONTROL COMMISSION

In the Matter of:)
)
)

Application for Transfer of License,)
11 India Street, Nantucket, MA 02554)
ABCC License No. 06179-HT-0762)
_____)

AFFIDAVIT OF PETER TWACHTMAN

I, Peter Twachtman, as CEO of LH Manager Northeast LLC, do hereby declare under the pains and penalties of perjury that I have personal knowledge of the facts set forth herein, as follows:

1. I am the CEO of LH Manager Northeast, LLC ("Seller").
2. The Seller is the present holder of the Section 12 All Alcoholic Beverages Innholder License (ABCC License No. 06179-HT-0762) ("License") as exercised at the property located at 11 India Street, Nantucket, Massachusetts 02554 doing business as the "Faraway Hotel" ("Hotel").
3. In connection with the Seller's operation of the food and beverage program at the Hotel, and in connection with all sales made under the License, all reporting and tax filings to the Department of Revenue for the Commonwealth of Massachusetts ("MDOR") were processed and paid on the Seller's behalf at the Hotel by the entity "Local.House International, Inc," an affiliate of Seller.
4. In connection with the Seller's operation of the food and beverage program at the Hotel, and in connection with all sales made under the License, all reporting and tax filings to the Department of Unemployment Assistance for the Commonwealth of Massachusetts ("MDUA") were processed and paid on the Seller's behalf at the Hotel by the entity "LH Northeast Employer LLC," an affiliate of Seller.
5. At the time of execution of this Affidavit, it is my understanding that the Seller is in good standing with the MDOR and MDUA, and that there are no outstanding amounts owed by the Seller to same in connection with the License.

Signed under the pains and penalties of perjury this 6th day of February 2025.



Peter Twachtman (FAS & SSS 15-04 527)

Peter Twachtman



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

mass.gov/dor

Letter ID: L0986461088
Notice Date: February 5, 2025
Case ID: 0-002-772-105



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LOCALHOUSE INTERNATIONAL INC
110 E 25TH ST
NEW YORK NY 10010-2913

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



Certificate of Compliance

Date: February 11, 2025

Letter ID: L0004739720

Employer ID (FEIN): XX-XXX9582

LH NORTHEAST EMPLOYER LLC
40 COURT ST C/O LARK HOSPITALITY
PORTSMOUTH NH 03801

Certificate ID: L0004739720

FEIN: 87-4169582

The Department of Unemployment Assistance certifies that as of 10-Feb-2025, LH NORTHEAST EMPLOYER LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L. c. 149, § 189.

LH NORTHEAST EMPLOYER LLC contributes to the Workforce Training Fund Program. Average employee count per most recent wage filing: 72.33.

This certificate expires on 12-Mar-2025 .

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

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

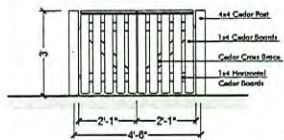
EXISTING FENCE



EXAMPLE OF GOSHEN STONE AND IVY HEDGE

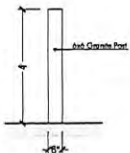


CEDAR DOUBLE GATE TO MATCH EXISTING PICKET FENCE

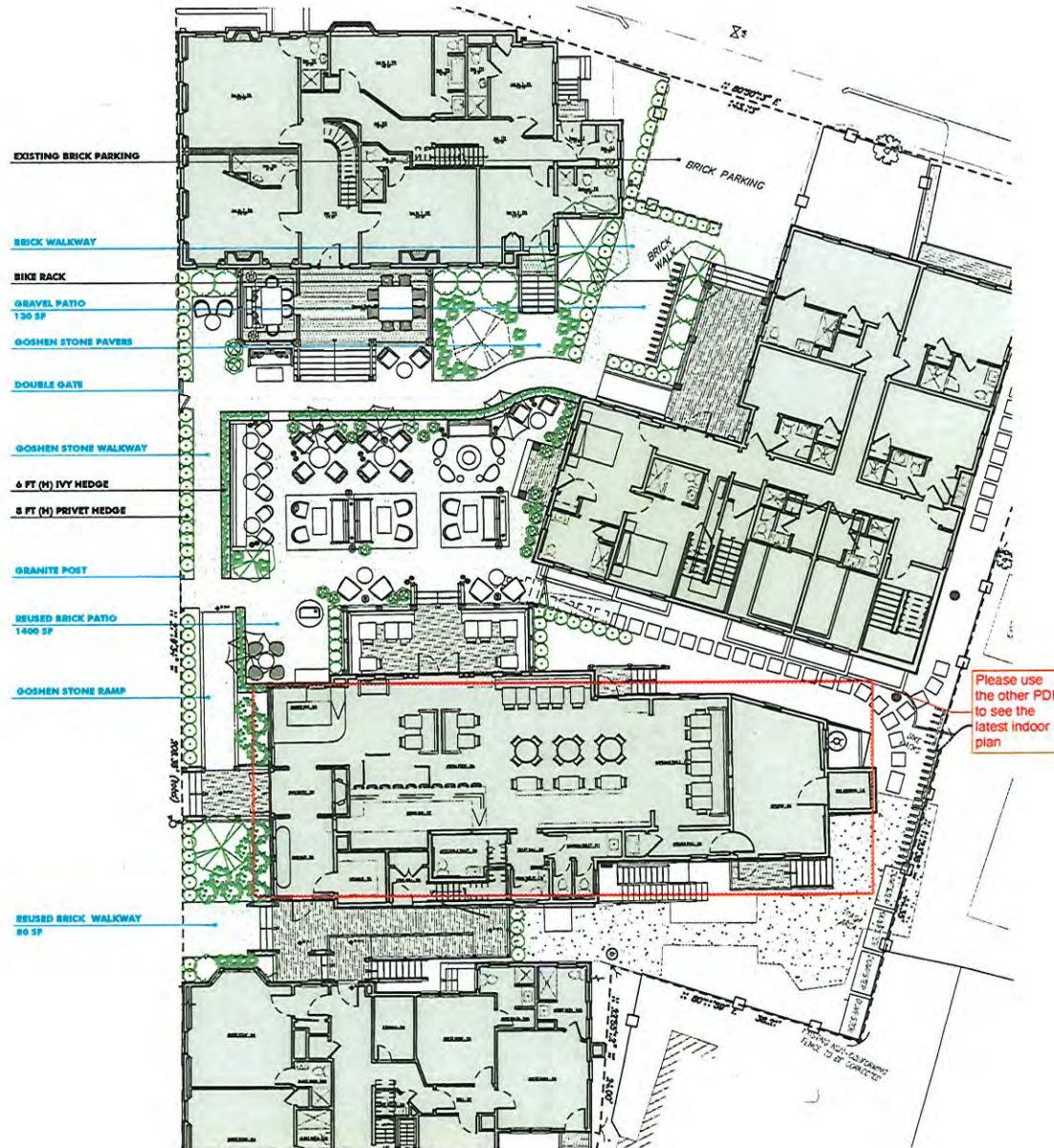


SCALE: 1/2" = 1'-0"

GRANITE POST



SCALE: 1/2" = 1'-0"



HOTEL MANAGEMENT AGREEMENT

BETWEEN

**29 CENTER STREET, LLC,
a Delaware limited liability company,
as Owner**

AND

**29 CENTER STREET MANAGER LLC,
a Delaware limited liability company,
as Operator**

Effective as of February 14, 2025

ARTICLE 1 DEFINITIONS.....	1
ARTICLE 2 TERM.....	1
2.1 Initial Term	1
2.2 Extension Terms	2
ARTICLE 3 OPERATION OF THE HOTEL	2
3.1 Use and Standard of Operation	2
3.2 Leases and Concessions	5
3.3 Personnel	5
3.4 Bank Accounts	8
3.5 Working Capital	9
3.6 Owner to Bear All Operating Expenses	10
3.7 Reimbursement of Operator	10
3.8 Payment of Impositions	11
3.9 Additional Rights of Operator	12
3.10 Limitations on Operator	14
3.11 Nature of Relationship; Limitation of Fiduciary Duty	15
3.12 Licenses and Permits, Owners Covenant	15
3.13 Purchasing Services	16
3.14 Publicity and Confidentiality	16
3.15 No Pledge of Credit	18
3.16 Title; Compliance with Mortgages	18
3.17 Operator Not Liable for Recommendations	18
3.18 Operator's Intellectual Property	19
3.19 Owner's Property	20
ARTICLE 4 ANNUAL PLAN AND FINANCIAL REPORTS.....	22
4.1 Annual Plan	22
4.2 Books and Records; Guest Data	23
4.3 Inspection of Books and Records	24
4.4 Financial Reports	24
4.5 Disclosure of Financial Reports	24
ARTICLE 5 REPAIRS, ALTERATIONS, AND RESERVES	25
5.1 Repairs and Maintenance	25
5.2 Emergency Repairs	25
5.3 Enforcement of Guaranties and Warranties	25
5.4 Replacement Reserve Fund	25
5.5 Closure of the Hotel for Renovations	27
ARTICLE 6 SHARED SERVICES, REMUNERATION & REIMBURSABLE SERVICES.....	27
6.1 Shared Services	27
6.2 General Reimbursables	27
6.3 Annual Operating Fee	28
6.4 Time and Manner of Payment	29

HOTEL MANAGEMENT AGREEMENT

THIS HOTEL MANAGEMENT AGREEMENT (this "Agreement") is entered into as of February 13, 2025 but effective as of February 14, 2025 (the "Effective Date"), between 29 Center Street Manager LLC, a Delaware limited liability company ("Operator"), and 29 Center Street, LLC, a Delaware limited liability company ("Owner"). All capitalized terms used in this Agreement unless otherwise defined herein shall have the meanings set forth in Exhibit B.

RECITALS:

This Agreement is entered into upon the basis of the following facts, understandings and intentions of the parties hereto:

A. Owner owns fee simple ownership of certain real property located at 29 Center Street, 11 India Street, 31 Center Street, 2 and 4 Chestnut Street, and 16.5 Federal Street, all in Nantucket, Massachusetts 02554, as more particularly described on Exhibit A attached hereto (the "Site").

B. Located on the Site is the following existing hotel facility: the hotel property currently known as "Faraway Nantucket" consisting of: (i) six buildings containing a total of approximately seventy-nine (79) guestrooms and additional housing units for employees, and (ii) certain other facilities, amenities and improvements (including food and beverage spaces), FF&E (as defined herein), signage, and parking. The hotel buildings and associated facilities, amenities and improvements, FF&E, signage, and parking, are collectively, the "Hotel".

C. Owner and Operator are entering into this Agreement pursuant to which Owner is engaging Operator to manage, operate and promote the Hotel, and Operator has agreed to do so, in each case on the terms and conditions set forth in this Agreement.

D. Owner and Operator desire to set out their mutual understanding with respect to the management, operation and promotion of the Hotel and its associated public spaces.

NOW, THEREFORE, IN CONSIDERATION of the foregoing, the mutual covenants and promises herein contained and the receipt of other valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 **DEFINITIONS**

Each capitalized but undefined term used in this Agreement shall have the meaning set forth in attached Exhibit B. Certain other terms, words and phrases shall have the meaning set forth for each such term, word or phrase in this Agreement unless the context otherwise specifies or requires.

ARTICLE 2 **TERM**

2.1 **Initial Term**. Subject to the termination rights provided herein:

(a) The term of this Agreement (“Term”) shall commence on the Effective Date.

(b) The Term shall expire on the date which is December 31 of the fifth (5th) full calendar year following the Opening Date (the “Initial Expiration Date”), unless this Agreement shall be sooner terminated in accordance with the provisions of this Agreement.

2.2 **Extension Terms.** Provided that there is no continuing uncured Event of Default and no event or circumstance that with notice or the passage of time without cure would constitute an Event of Default, in either case, by Owner, Owner shall have the right, but not the obligation, to renew the Term for one (1) additional five (5) year period by written notice to Operator, delivered not less than 180 days prior to the Initial Expiration Date, in which event the Term shall terminate on the fifth (5th) anniversary of the Initial Expiration Date, unless this Agreement shall be sooner terminated in accordance with the provisions of this Agreement. For the avoidance of doubt, the Term shall expire on the Initial Expiration Date, to the extent that, prior to the expiration of the then-current Term, Owner does not deliver a written notice to Operator exercising its right to renew the Term pursuant to this Section 2.2, and such Initial Expiration Date shall become effective.

ARTICLE 3 **OPERATION OF THE HOTEL**

3.1 Use and Standard of Operation.

3.1.1 **General.** Subject to the terms of this Agreement (including Section 3.1.5), Owner hereby grants to Operator the sole and exclusive right to manage and operate the Hotel and all of the facilities and amenities comprising any part of the Hotel (including any F&B Facilities, but excluding, in each case, any Third-Party Operated Areas designated as such pursuant to Section 3.1.5), from and after the Opening Date through the end of the Term, in each case, for and on behalf of Owner, subject to the terms of this Agreement. Operator shall, in carrying out its duties and responsibilities (individually and collectively) under this Agreement, act as a commercially reasonable and prudent operator of the Hotel in accordance with the Hotel Standard.

3.1.2 **Scope of Authority.** Subject to Operator’s compliance with the terms and covenants contained in this Agreement, including, without limitation, Section 3.1.3, Section 3.1.5, Section 3.10 the provisions of this Agreement with respect to the Approved Plan and the parameters set forth therein and except for any Third-Party Operated Areas designated as such pursuant to Section 3.1.5, Operator shall have the exclusive authority, from and after the Opening Date through the end of the Term, to manage the Hotel, including without limitation (a) to negotiate and enter into such contracts, concessions, arrangements, licenses and other agreements in the name and at the expense of Owner as may be necessary or advisable in connection with the operation of the Hotel, and (b) in the name of and at the expense of Owner to determine, in the reasonable judgment of Operator in accordance with policies and procedures promulgated by Operator from time to time and disclosed to Owner, the terms of admittance, charges for rooms and commercial space, charges for entertainment, charges for use of athletic facilities, if any, food and beverages (which rights shall specifically allow Operator to charge varying rates to different customers or groups of customers and allow Operator, in its discretion, to permit such customers

or groups of customers to occupy rooms or suites at the Hotel at rates lower than published rates or free of charge or permit such customers or groups of customers to dine at the restaurants or other food and beverage facilities located at the Hotel free of charge (in accordance with the parameters set forth in the Approved Plan) credit and billing policies (including arrangements with credit card organizations, catering operations, etc.), all phases of advertising, promotion and publicity relating to the Hotel, and the receipt, holding and disbursement of funds, the maintenance of bank accounts, the procurement of inventories, supplies and services and generally all activities necessary for the operation and management of the Hotel.

3.1.3 Limitations on Operator's Authority. Notwithstanding the general grant of authority given to Operator in Section 3.1.2 (but subject to the limitations set forth in such section), Owner's prior written approval (in its sole discretion) shall be required for the following (in each case other than clause (c) below, except to the extent such action is (i) expressly identified in a proposed Annual Plan as an action requiring Owner's sole discretion approval under this Section 3.1.3, and (ii) approved by Owner as expressly set forth in the Approved Plan, for which no additional Owner consent shall be required to the extent set forth in such Approved Plan, it being agreed that any action contemplated by clause (c) below shall require separate written approval of Owner in accordance with this Section 3.1.3):

(a) the execution of any service and vendor contracts, equipment leases and licenses or any amendment, renewal or modification thereof, which, in each case, would require Owner consent under Section 3.10.1;

(b) the execution of any leases, space leases, subleases and concession agreements at the Hotel or for a concession or any amendment, renewal or modification thereof. Any such leases, space leases, subleases and concession agreements shall be entered into in Owner's name and shall be executed by Owner, provided, however, that Operator may execute any such leases, space leases, subleases and concession agreements on Owner's behalf if Owner has approved such lease form and substance;

(c) the execution of any agreements with any Affiliate of Operator or any amendment, renewal, or modification thereof;

(d) utilizing any portion of the Hotel for parking and/or retail purposes to the extent it is not so utilized as of the Opening Date;

(e) any Alteration, which either (i) requires issuance of a building permit or (ii) constitutes a Capital Improvement, it being agreed that with respect to such Alterations, Owner's approval rights shall include approval rights over (1) the design, plans and specifications, budgets and schedules related to such Alterations, (2) the timing to commence such Alterations, and (3) unless the Hotel is or will be branded under a Brand Name, any contracts or agreements with design professionals related thereto (other than to the extent such Alteration constitutes an Emergency Repair); and

(f) Any action which would require Owner approval under Sections 3.10.2, 3.10.3, or 3.10.4.

3.1.4 Hotel Name. The Hotel shall be operated under (i) one name to be selected by Owner (the "Hotel Name"), which Owner shall have the right to change at any time in its sole and exclusive discretion, provided that the Hotel Name shall include the Brand Name in a manner reasonably acceptable to Operator; and (ii) the names of any F&B Facilities that may be created in the Hotel (the "F&B Names") shall be selected by Owner, in its sole and exclusive discretion.

3.1.5 Third-Party Operated Areas.

(a) During the Term, Owner may designate other certain areas of the Hotel to be designated a Third-Party Operated Area and leased to or managed by a Third-Party Operator; provided, that in the event Owner hereafter designates a material portion of the Hotel as a Third Party Operated Area, such designation shall be subject to the prior written approval of Operator, which approval shall not be unreasonably withheld, conditioned or delayed. The management of all Third-Party Operated Areas shall be governed by that agreement or agreements into which Owner enters for the applicable Third-Party Operated Area. Notwithstanding anything to the contrary in this Agreement, Owner shall determine in its sole and exclusive discretion the concession type for each component of the Third-Party Operated Areas. In connection with such Third-Party Operated Areas, Operator, as part of its management of the Hotel hereunder shall (i) monitor the Hotel generally, and monitor the compliance by any operator of a Third-Party Operated Area with the requirements of any relevant agreement with respect thereto; provided that, Operator shall not be responsible for any breaches of such agreements caused by such operators, (ii) take reasonable and diligent steps to ensure that the operation of the Third-Party Operated Areas does not unreasonably disturb the operation of the rest of the Hotel, provided that Operator shall not be liable to Owner if an operator of a Third-Party Operated Area does unreasonably disturb the operation of the rest of the Hotel, (iii) consult with Owner, as and when reasonably requested, to discuss the impact of the Third-Party Operated Areas on the operation of the Hotel as a whole, in order to ensure that the Hotel, along with the Third-Party Operated Areas, operates and is seen as one entire property and (iv) reasonably cooperate with the operators of the Third-Party Operated Areas to ensure that the Third-Party Operated Areas are managed and operated in a way so that they are an integrated part of the Hotel and (v) to the extent that the Owner has any operational, maintenance, janitorial or similar responsibilities (including, without limitation, housekeeping services and providing cleaning supplies and linens) with respect to any Third-Party Operated Area, Operator shall be responsible for discharging Owner's responsibilities hereunder, provided that the cost in connection therewith shall be considered Operating Expenses. For the avoidance of doubt, as of the Effective Date, there are no Third-Party Operated Areas designed by Owner.

(b) Owner agrees that any proposed Third-Party Operator shall not have a criminal background and shall have the experience and ability to operate the applicable Third-Party Operated Area in a manner that does not in conflict with the Hotel Standard.

(c) Any lease or management agreement with any Third-Party Operator with respect to the relevant Third-Party Operated Area shall be negotiated and entered into by Owner and shall: (i) allow Operator to operate the remainder of the Hotel in accordance with the Hotel Standard and the terms of this Agreement; (ii) require such Third-Party Operator to operate and maintain the applicable Third-Party Operated Area in a manner that is consistent with the applicable Hotel Standard; (iii) require such Third-Party Operator to obtain and maintain in effect

and in good standing all licenses, registrations, certificates, authorizations, permits, approvals and consents necessary for the operation of the applicable Third-Party Operated Area; and (iv) require such Third-Party Operator to obtain and maintain all necessary and customary insurance policies with respect to such Third-Party Operated Area, in each case naming Operator as a Named Insured or Additional Insured.

(d) To the extent that any operator of a Third-Party Operated Area requires services or materials that the Operator has the capacity to provide (while still performing the services hereunder in accordance with this Agreement), the Operator agrees that it shall provide such service or material to such operator upon request in exchange for reasonable compensation from such third-party operator, as determined by the parties at the time acting reasonably.

3.2 Leases and Concessions.

3.2.1 Negotiation. Except for any Third-Party Operated Areas and subject to Sections 3.1.3, 3.1.5 and 3.16, Operator may negotiate leases, subleases, licenses and concession agreements for any hotel operations, parking, retail space or, any other commercial operation in or about the Hotel (including, without limitation, a concession), and shall use its good faith efforts to obtain satisfactory tenants and suitable uses consistent with the Hotel Standard and the provisions of this Agreement with respect to the Approved Plan. Subject to the provisions of this Agreement with respect to the Approved Plan or as otherwise approved by Owner, Operator may at its option retain third party legal counsel reasonably approved by Owner (either separately or by inclusion of such legal counsel in an Approved Plan) to advise and assist Operator with any such negotiations, and the reasonable fees and costs of such counsel shall be an Operating Expense. The execution of any such leases, subleases, licenses and concession agreements shall be subject to the limitations set forth in Section 3.1.3.

3.2.2 Operator's Performance. Operator shall, subject to Section 2.1, manage, operate, maintain, repair and lease the Hotel, as agent for Owner, in accordance with the terms of this Agreement and the Hotel Standard, subject to the provisions of this Agreement with respect to the Approved Plan and to the limitations set forth in this Agreement, including, without limitation, Section 3.1.3, Section 3.10 and Section 3.16. Furthermore, Operator shall not cause a violation of, or knowingly cause Owner to be in default of, the Mortgage or the loan agreements to which such Mortgage relates in the discharge of Operator's obligations under this Agreement as described and subject to the limitations set forth in Section 3.16.

3.2.3 Collection. Operator shall use commercially reasonable efforts to collect all revenues from guests of the Hotel, rents and other sums falling due from and after the Opening Date through the end of the Term (and any such rents or other sums due before the Opening Date to the extent the Owner owned or operated the Hotel at that time) under any present or future lease, license or contracts and shall deposit the same in the Operating Account.

3.3 Personnel.

3.3.1 General. Subject to the terms of Section 3.3.3, Operator, directly or through an Affiliate, shall have the exclusive right in its sole discretion to pay, hire, promote, discharge, supervise, train, relocate, discipline and determine the terms of employment for all

Hotel Employees. Notwithstanding the foregoing, in accordance with Operator's obligation to operate the Hotel in accordance with the Hotel Standard, Operator shall provide training on an ongoing basis to all Hotel Employees as to Operator's then-current operating procedures, standards, systems and guidelines, and updates to the same from time to time (collectively, the "**Operating Guidelines**") and manage and supervise the Hotel Employees to operate the Hotel in accordance with the Operating Guidelines and the Hotel Standard. All Hotel Employees shall be employees of Operator or an Affiliate of Operator and in no event shall Owner be deemed to be the employer of any Hotel Employees. Such authority or any part thereof may be delegated by Operator to an Affiliate or one or more persons in its general employ. Subject to Section 3.3.3, Operator shall use reasonable procedures and standards in the selection of all Hotel Employees. Owner shall promptly reimburse Operator for Hotel Employees' Compensation (any such reimbursement to include, when appropriate, any applicable gross receipts or similar tax as provided in Section 3.7). Operator shall abide by all Legal Requirements applicable to Hotel Employees. Notwithstanding anything to the contrary in this Agreement (but without limiting Sections 9.1.1(e), 9.4.1 or 13.6), the acts or omissions of Hotel Employees (other than Key Employees) shall not be imputed to Operator or its Affiliates, unless (A) such acts or omissions resulted from (I) the gross negligence, willful misconduct, criminal conduct or fraudulent acts of Operator's Corporate Personnel in supervising such Hotel Employees or (II) the failure of Operator promptly to dismiss, discipline or transfer such Hotel Employees after learning of such acts or omissions, or (B) such acts or omissions of a Hotel Employee are within the scope of such Hotel Employee's employment or at the direction of Operator's Corporate Personnel or Key Employees. Owner shall not interfere with, direct the work of or give orders or instructions to personnel employed at the Hotel. All communications with respect to Hotel Employees shall be through the Operator's Point Person.

3.3.2 Employees of Operator. Subject to the terms of Section 3.3.3, Operator shall have the right to hire employees for certain management positions at the Hotel that have the capacity to also provide oversight to Operator's other managed hotels. Should Operator hire a manager that is to have any duties outside the Hotel, Operator shall (i) disclose the manager's additional duties to Owner and the appropriate proportion of the manager's employment costs shall be paid by Operator or the other managed hotels being serviced by Operator, (ii) allocate all personnel and corporate expenses for such employees in a fair and equitable manner as between the Hotel and Operator's other managed hotels and in a manner consistently implemented at the other managed hotels and (iii) incur such allocated costs only to the extent such allocated costs are expressly included in the Approved Plan or otherwise approved by Owner.

3.3.3 Key Employees. Owner shall have approval rights over the selection of the individuals who are (i) General Manager of the Hotel (or, if not so designated, the most senior (in organizational hierarchy) on-property hotel staff member), (ii) the Assistant General Manager of the Hotel (or, if not so designated, the second most senior (in organizational hierarchy on-property hotel staff member) (iii) the Head of Human Resources of the Hotel (or the equivalent position) and (iv) the Director of Food and Beverage (or, if not so designated, the most senior (in organizational hierarchy) on-property food & beverage manager) and head chef, only if the F&B Facilities are operated by Operator (collectively, the "Key Employees"), as the same shall be specifically provided for in the Approved Plan. Owner shall be deemed to have approved the appointment of any such individual unless Owner delivers notice of its disapproval of such appointment within ten (10) Business Days after Operator's recommendation of such individual

to Owner (and delivery of a resume for such candidate or other evidence of such candidate's qualifications). Owner shall be provided a reasonable opportunity to interview each such candidate at the Hotel or another mutually acceptable location, which interview must occur virtually or in person, in either case, at Owner's sole discretion, promptly after receipt of notice. Owner acknowledges that each time the applicable position is to be filled, Owner may not reject more than two (2) candidates proposed by Operator for the position of General Manager or any other Key Employee.

3.3.4 Temporary Employee Assignment To Hotel. Subject to the terms of Section 3.3.3 and the provisions of this Agreement with respect to the Approved Plan, Operator may, if necessary in its reasonable judgment, assign one or more of its other supervisory or line employees to the Hotel on a temporary basis (but in no event longer than sixty (60) days without Owner's prior written approval) and shall receive reimbursement for the Compensation of such employees to the extent within the Approved Plan or such variances as are permitted under Section 4.1.4. Such employees shall, at Operator's discretion, be furnished, without charge, reasonably appropriate accommodations at the Hotel (subject to (i) availability of rooms at the Hotel, and (ii) availability of rooms with the lowest room rate), together with food and beverage (except from any Third-Party Operated Areas), laundry, valet services or, in the alternative, reasonable allowances may be given for all or any of such items (to the extent applicable), in each case, only to the extent set forth in the Approved Plan or approved by Owner. To the extent the Hotel is sold-out, reasonably appropriate arrangements for the accommodations of such employees shall be made at another local hotel. Out-of-Pocket Costs reasonably incurred by Operator as a result of the foregoing shall be charged as Operating Expenses.

3.3.5 Temporary Employee Assignment Away From Hotel. On occasion, Operator may reassign (subject to Owner's approval, which, with respect to any Key Employees, shall be at Owner's sole discretion) a Hotel Employee to a temporary position outside the Hotel for a special project unrelated to the Hotel (but in no event longer than thirty (30) days without Owner's prior written approval). In such a case, the employment costs related to that employee shall become the responsibility of Operator for the period of time that such Hotel Employee is away from the Hotel. If Operator determines that a temporary worker is necessary to replace the employee on assignment, any related costs of the temporary worker up to the amount equal to the costs of the employee on assignment shall be the responsibility of the Hotel and any additional costs shall be the responsibility of Operator.

3.3.6 Unions. Operator shall (i) notify Owner promptly of any union activity at the Hotel, (ii) keep Owner reasonably updated on the status of any negotiations with any union, (iii) notify Owner of the entry into any neutrality, card-check, accretion, collective bargaining agreement or other similar agreement (including, amendments, modifications and renewals thereof) with any Hotel Employee or any union of which Hotel Employees are members, including the terms thereof and (iv) provide prior written notice to Owner (and obtain Owner's prior written approval) before (a) execution of any agreement referenced in the foregoing subsection (iii) or (b) execution of any agreement with any union of which Hotel Employees are members.

3.3.7 Benefits. If, in the commercially reasonable opinion of Operator, it is desirable or appropriate at any time, from and after the Opening Date through the end of the Term, to provide for the benefit of the Hotel Employees pension, profit sharing or other employee

retirement, disability, health and welfare or other benefit plans similar to those now or hereafter applicable to employees of other hotels operated or managed by Operator or its Affiliates or other comparable hotels being operated in the same sub-market as the Hotel, Operator shall either: (i) adopt and pay as an Operating Expense, the allocable share for such plan or plans as an employer, provided that such plan or plans permit such action; or (ii) establish a similar independent plan or plans providing comparable benefits for the Hotel Employees, taking into account in each such case, local custom and employment market considerations for hotels of similar size, quality and location, which will be paid as an expense through the Approved Plan. For the avoidance of doubt, the provision of any such benefits and/or benefit plans shall be subject to the approval of Owner either through approval of the Annual Plan or otherwise.

3.3.8 Professional Consultants. The reasonable cost, fees, compensation or other expenses of any persons reasonably engaged by Operator, on behalf of Owner, to perform duties related to the Hotel and otherwise usual and customary in the ownership of hotels and restaurants, such as attorneys, independent accountants and the like, shall be an Operating Expense, subject to the Annual Plan. However, the selection and engagement of any attorneys or third-party external accountants shall be subject to the prior approval of Owner, not to be unreasonably withheld. If Owner engages a consultant the expense for such engagement is not contemplated by the Approved Plan, Owner shall pay for such consultant.

3.3.9 Gratuities. Operator shall use commercially reasonable efforts to cause any gratuity paid or given by patrons or customers to Operator for further payment to Operator's employees to be accurately recorded, reported and taxed as required by the Internal Revenue Service and the state and, as applicable, local taxing authorities. Operator shall (and shall use commercially reasonable efforts to cause its employees to) follow all applicable federal, state and local law regarding the handling of gratuities paid to Hotel Employees by cash or credit card.

3.4 Bank Accounts.

3.4.1 Owner shall establish its own bank account for depositing property funds ("Owner's Account"). Revenues generated from the Hotel shall flow directly into such Owner's Account and Operator shall have read only access to such account to allow for automated financial reporting, and as such, selection of such bank and account type shall be subject to confirmation of such automation capability. Operator shall establish a bank account in the name of, and as agent, for Owner with an institutional bank selected by Owner for deposit of cash that is approved and deposited by Owner or Lender and Working Capital (in accordance with Section 3.5) subject to monthly Owner approved draw requests within the confines of the Approved Plan ("Operating Account"). Operator shall cause any security deposits to be promptly deposited in a "Security Deposit Account." As needed (and subject to the requirements of Lender and Legal Requirements), Operator shall withdraw such amounts from the Security Deposit Account as are necessary to (i) repay a security deposit (or portion thereof) to a tenant as required pursuant to the terms of such tenant's lease; and (ii) cause the transfer of a forfeited security deposit (or portion thereof) to the Owner's Account. In the event a cash management agreement and/or SNDA is required by any Lender, Operator agrees to comply with (a) all procedures under any such agreement to which Operator is a party provided that Operator is provided with a copy of such SNDA, and (b) the relevant provisions of the loan agreement to which the Mortgage relates (final copies of which shall be provided to Operator) to the extent applicable to Operator's performance of its obligations

under this Agreement and subject to (and to the extent not inconsistent with) the terms of any assignment and subordination of management agreement executed by Operator and the applicable lender, and Operator further agrees that the cash management procedures set forth herein shall be deemed revised to the extent necessary to comply with such Lender-promulgated procedures.

3.4.2 Operator shall not hold any funds in the name of Operator for the account of Owner. Operator understands and agrees that all funds in the Operating Account belong solely to Owner, and that Operator has no economic or beneficial interest in any funds contained in the Operating Account. The Operating Account shall be the sole property of Owner but during the Term shall be maintained and exclusively controlled by Operator. During the Term, Operator's designees shall be the only persons authorized to draw from the Operating Account, and Operator shall be entitled to make deposits in and withdrawals from all of such accounts in accordance with the terms of this Agreement, the provisions of this Agreement with respect to the Approved Plan and Operator's standard accounting policies and practices. During the Term, Owner may not change or limit the powers of the authorized signatories to the Operating Account without Operator's prior approval. Owner shall promptly execute all resolutions, certificates, powers of attorney and other documents required to authorize Operator's representatives as signatories or to otherwise enable Operator to administer the Operating Account consistent with the requirements of this Agreement. During the Term, Owner shall be granted read-only access to the Operating Account and may review the bank reconciliations in detail at any time. Operator is hereby authorized to pay such amounts, and at such times, as are required in connection with the ownership, maintenance and operation of the Hotel from the Operating Account (or, if appropriate, from house banks or petty cash funds available at the Hotel).

3.5 **Working Capital.**

3.5.1 **Amount.** On or prior to the Opening Date, Owner shall make available Working Capital in the amount of One Hundred and Twenty-Five Thousand Dollars (\$125,000) in the Operating Account. This amount is anticipated by Operator to be the amount needed to provide reasonably adequate Working Capital for operating the Hotel in accordance with the Hotel Standard for a period of sixty (60) days. Owner shall thereafter throughout the Term maintain Working Capital of the foregoing amount or, in accordance with the Approved Plan, such lesser or greater amount acceptable to both Owner and Operator in each of their reasonable discretion and Owner shall substantiate and secure such availability in a manner reasonably satisfactory to Operator. If Operator determines in its commercially reasonable judgment that (i) subject to the provisions of this Agreement with respect to the Approved Plan, the available funds in the Operating Account are insufficient or are reasonably anticipated to be insufficient to allow for the uninterrupted and efficient operation of the Hotel in accordance with the terms of this Agreement for the immediately ensuing period of sixty (60) days, (ii) the Working Capital is less than the amount required to be maintained under this Section 3.5.1, (iii) the available funds in the Replacement Reserve Fund are insufficient to allow for the payment for replacements, substitutions, additions or refurbishing of the Hotel's Furniture, Fixtures and Equipment scheduled to occur within the immediately ensuing period of sixty (60) days which are necessary for the Hotel to be operated and maintained in accordance with the Hotel Standard and contemplated in the Approved Plan or (iv) Operator requires funds for any Capital Improvements approved by Owner in accordance with this Agreement and set forth in the Capital Budget, Operator shall notify Owner in writing (email being sufficient) of the existence and amount of the shortfall and, within

twenty (20) days following the delivery of the request, Owner shall either (a) deposit into the appropriate Operating Account, the funds requested by Operator in such request or (b) solely in the case of clause (iv) above, notify the Operator of its rejection of such request; failure by Owner to reply within such twenty (20) day period shall be deemed a rejection of such request.

3.5.2 Alternative Sources of Working Capital. In the event Owner fails to supply required Working Capital in accordance with Section 3.5.1 above (except in the event Owner rejects Operator's request for funds in the case of clause (iv) of Section 3.5.1, in which case this Section 3.5.2 shall not apply) and if Operator deems such action to be necessary then, subject to providing Owner with at least five (5) days' notice following such failure to fund pursuant to Section 3.5.1, Operator may use all or part of the funds located in the Replacement Reserve Fund to supplement the Operating Account or Sub-Accounts to defray or pay the Hotel's operating fees, expenses and costs, and, upon notice by Operator, Owner shall promptly fund into the Replacement Reserve Fund an amount equal to all sums so used or transferred in accordance with this Section 3.5.2. Operator shall in no event be required to advance any of its own funds for the pre-opening or operation of the Hotel, nor to incur any liability in connection herewith unless Owner shall have furnished Operator with funds necessary for such purposes.

3.6 Owner to Bear All Operating Expenses. In performing its duties hereunder and in managing and operating the Hotel during the Term, Operator shall act solely for the account of and as agent of Owner. All Out-of-Pocket Costs reasonably incurred by Operator, in accordance with the provisions of this Agreement with respect to the Approved Plan, shall be borne by Owner. Except as otherwise specifically provided in this Agreement, Operator shall order at competitive prices (to the extent achievable through exercise of commercially reasonable diligence) from third-party vendors, in accordance with the provisions of this Agreement with respect to the Approved Plan, Equipment for the operation of the Hotel. Operator shall in no event be required or obligated to advance any of its funds for the operation of the Hotel, nor shall Operator be required to incur any liability in connection therewith unless Owner shall have furnished Operator with funds necessary for the discharge thereof. Operator shall have the right, in its sole discretion, but not the obligation, to take the following actions after prior notice to Owner (except in Emergencies when notice is required as soon as possible afterward), in each case, subject to the provisions of this Agreement with respect to the Approved Plan or as otherwise approved by Owner: (a) to advance funds to be deposited in the Operating Account in payment of any expenses of the Hotel, Operating Expenses or any other expenditures which Owner is obligated to make pursuant to this Agreement, but has failed to make within the time required by Operator, or (b) to take any action on behalf of Owner which Owner is obligated to take under this Agreement but has failed to take within the time required by Operator. If Operator pays any amount out of its own funds as a result of actions taken under the foregoing sentence, Operator shall notify Owner and request repayment from Owner (with supporting documentation), which Owner shall repay to Operator within five (5) Business Days of demand, with interest thereon at the Effective Rate if not repaid to Operator within the foregoing period.

3.7 Reimbursement of Operator. During the Term, Operator shall be reimbursed for costs and expenses reasonably incurred in rendering services to the Hotel to the extent the same are set forth in the Approved Plan, the provisions of this Agreement with respect to the Approved Plan or have otherwise been approved in writing by Owner, and such reimbursement shall be drawn from funds held in the Operating Account. Examples of matters which are to be reimbursed

are as follows (all of which shall be Operating Expenses and be paid from the Operating Account to the extent set forth in the Approved Plan (including the provisions with respect to permitted variances set forth in Section 4.1.4 of this Agreement) or have otherwise been approved in writing by Owner):

3.7.1 Full-Time Compensation. All Compensation for those employees of Operator or its Affiliates assigned to the Hotel on a full-time basis;

3.7.2 Temporary Compensation. The Compensation of those employees of Operator or its Affiliates assigned to the Hotel for actual services rendered to the Hotel to the extent of their employment at the Hotel on a temporary or part time basis and substantiated by time records;

3.7.3 Employee PTO Accrual Account. On a monthly basis, Operator shall have the right to transfer a reasonably estimated amount to fund the Hotel Employees' accrued paid time off (PTO) pay (the "Employee PTO Accrual Account"), from an Operating Account to a bank account approved by Owner. Should such pay-outs to employees be greater than the amount in the Employee PTO Accrual Account, the terms of Section 3.5.1 shall apply. Under no circumstances is Operator responsible for paying such accruals to the employees;

3.7.4 Out-of-Pocket. Out-of-Pocket Costs reasonably incurred in connection with any phase of the Hotel operation by the executive staff or other personnel or department of Operator or its Affiliates; and

3.7.5 Other Expenses. Reasonable Out-of-Pocket Costs for labor negotiations, legal counsel, Alterations, Restoration or Condemnation programs and special market studies which involve a substantial time commitment of Operator's personnel or the engagement of outside professionals in connection with the Hotel and its operations. In addition, Operator shall be entitled to charge for functions, services and operations performed by Operator or its Affiliates off-site from the Hotel for the benefit of the Hotel and any other hotel operated by Operator or its Affiliates, subject to the provisions of this Agreement with respect to the Approved Plan; provided that in no event shall the charge for any of such functions, services or operations be any greater than if performed by Operator solely for Hotel. Whenever any reimbursement due Operator under this Section or any other provision of this Agreement shall be subject to a gross receipts or similar tax (excluding, for clarity, income tax) paid by Operator under Legal Requirements, Owner shall remit such reimbursement to Operator together with any such tax payable thereon.

3.8 Payment of Impositions. Operator shall, prior to delinquency, and as long as Operator has been supplied with bills and invoices, pay from an Operating Account or Sub-Account, to the extent of funds available therein (and Owner shall timely provide such funds if there are insufficient funds in the Operating Account for the payment of such amounts), all taxes (including but not limited to all hotel occupancy, personal property, sales, use and real property taxes), assessments, water, sewer or other rents, rates and charges, levies, license fees, permit fees, inspection fees and any other authorization fees and charges ("Impositions"), which at any time may be assessed, levied, confirmed or imposed on or with respect to the Hotel (including any portion thereof) or the furnishing, equipping, use or operation thereof. Subject to the provisions

of Section 3.16, the foregoing shall be subject to the terms of the requirements of the Lender in a Mortgage or other loan document.

3.9 Additional Rights of Operator. Operator shall have the authority to do the following at the expense of Owner, subject at all times to the provisions of this Agreement with respect to the Approved Plan, as otherwise approved by Owner in writing, and subject to the terms of this Agreement, including, without limitation, Section 3.1.3, Section 3.10 and Section 3.16:

3.9.1 Certain Actions. Operator may institute, prosecute and settle, in its name or in the name of Owner, any and all legal actions or proceedings required to collect charges, rent or other income for the Hotel, to dispossess guests, tenants or other persons in possession therefrom, or to cancel or terminate any lease, license or concession agreement, provided that no action shall be taken without Owner's consent with respect to (A) any agreement having a then unexpired term in excess of six (6) months, or (B) any matter requiring Owner's approval pursuant to Section 3.10. Operator shall promptly notify Owner of legal disputes to which Owner has actual knowledge relating to the Hotel, Owner and/or the Operator for which a summons, complaint, or other correspondence from an attorney has been received, but in no event later than five (5) Business Days after receipt of such summons, complaint or other correspondence, and thereafter, Operator shall provide regular updates on such dispute (no less frequently than monthly).

3.9.2 Legal and Insurance Requirements. During the Term hereof, subject to Section 5.2 and Section 13.19, Operator shall, in the name of Operator or Owner, use commercially reasonable efforts for the Hotel and its operations to comply with all applicable Legal Requirements and/or Insurance Requirements; provided that Owner may direct Operator to postpone compliance with any such Legal Requirements to the extent and in the manner provided by law until final determination of such Legal Requirements. Owner shall provide Operator with copies of all insurance policies held by Owner or its Affiliates related to the Hotel promptly following request. Notwithstanding the foregoing, if the failure to comply with any such Legal Requirements shall result in the immediate suspension of operations of the Hotel or expose Owner or Operator, or any of their employees to the threat of criminal liability, then in such event, Owner, with Operator's cooperation, subject to Section 5.2, shall promptly take such action to result in a compliance with the applicable Legal Requirements and/or remove the violation, and, if Owner fails to do so, Operator may, but shall not be obligated to, cause the same to be complied with at Owner's expense.

3.9.3 Americans With Disabilities Act. Owner shall be responsible for authorizing and funding all costs as may be required to cause the Hotel (and/or the remainder of the Site) to comply with the requirements of the ADA (as hereinafter defined). The cost of any legal claims, settlements or proceedings related to the Americans With Disabilities Act of 1990, as amended, the related accessibility guidelines and the Uniform Federal Accessibility Standards as published in the Federal Register and applicable state or local laws (collectively, the "ADA") shall be an Operating Expense of the Hotel. Operator shall have no responsibility related to the ADA, other than to notify Owner if it has actual knowledge or received written notice of an ADA violation. Should Owner during the Term of this Agreement commission an ADA audit from a certified ADA expert (at Owner's sole cost), Operator shall upon request of Owner cooperate with Owner to implement any remedial plan put forth by such ADA expert.

3.9.4 Operator's Oversight and Visits to Hotel. Operator shall cause the appropriate Operator's Point Person to regularly visit and inspect the Hotel and the operation thereof and to meet with Key Employees, and if requested by Owner, representatives of Owner, on a weekly basis for as long as such cadence is reasonably necessary during the beginning of the Term. The reasonable cost of travel incurred in connection with such visits, if any, shall be included as an Operating Expense of the Hotel in the Approved Plan. Owner and Operator further agree that, if requested by Owner, upon at least two weeks' prior written notice, Operator shall ensure that a representative of Operator and the general manager of the Hotel are available to meet with Owner at the Hotel to discuss issues relating to the performance of, and services being provided by Operator and its Affiliates to, the Hotel. In addition, Operator shall ensure that the general manager and other Key Employees are reasonably available to Owner from time to time during normal business hours during the Term upon reasonable request to discuss material business relating to the Hotel.

3.9.5 Operator's Marketing-Related Services. In accordance with the provisions of this Agreement with respect to the Approved Plan and the Marketing Plan, Operator shall provide the Hotel with such advertising, public relations and promotional services as are determined by Operator and Owner to be reasonably necessary and appropriate to promote the Hotel. Such services shall include but not be limited to assistance in the following areas: (a) developing and implementing the Marketing Plan following Operator's guidelines, as amended from time to time, which shall be subject to Owner approval and include planning, publicity and internal communications, and organizing and budgeting the Hotel's advertising and public relations programs; (b) selecting and providing guidance as required for the public relations personnel; (c) preparing and disseminating news releases for trade and consumer publications, both national and international (in each case, subject to Owner's review and approval as to content); and (d) selecting an advertising agency, if any, as provided for in the Approved Plan.

3.9.6 Marketing. As part of the Shared Services, Operator will prepare on an annual basis and present to Owner for its approval, as a part of the Annual Plan, a marketing plan that shall include, but not be limited to, projected occupancy and average daily rate by market segment, a detailed program for advertising and promotion, a detailed program for sales strategies, and a competitive hotel analysis (the "Marketing Plan"). Operator, at Owner's cost as provided for in the Approved Plan, shall implement a website promoting the Hotel, the unique web domain of which shall be the exclusive property of Owner (as shall the URL address(es) for the web domain); provided, however, that the right to access the information technology and accounts with hosting services and registrars that control such websites shall be controlled by Operator subject to input from Owner. If Owner desires a unique website with any additional functionality beyond the functionalities that Operator is providing similarly situated hotels in its portfolio, Owner and Operator shall agree to any additional software development scope to be performed by Operator, which shall be at Owner's expense and not an operating expense of the Hotel. Any additional software development scope to be performed by Operator shall be set forth in a separate agreement between the parties. For avoidance of doubt, all underlying website technology and domain extensions from the brand website for Operator and its Affiliates shall be sole and exclusive property of Operator (it being agreed that the decision to link the Hotel to domain extensions from the brand website for Operator and its Affiliates shall be subject to Owner approval, in its sole discretion). Notwithstanding the foregoing, subject to Owner's approval, Operator may elect to list the Hotel on any current or future Operator website (and any other websites Operator creates

to distribute inventory or feature properties in its portfolio) insofar as the Hotel's listing hyperlinks to the Hotel's website. Owner shall have the right to list its investment and arrangement with Operator on www.blueflagcap.com or any other approved website (including listing all restaurants and food and beverage operations being managed by affiliates of Operator for affiliates of Owner), press release or marketing materials Owner creates. Notwithstanding anything to the contrary set forth herein, Owner's right to separately promote the Hotel set forth in this Agreement shall not limit Operator's obligations under the Agreement.

3.10 Limitations on Operator. Notwithstanding any provision to the contrary in this Agreement, Operator shall not, without the prior written consent of Owner (in Owner's sole discretion):

3.10.1 Contracts. Enter into (A) any contract, for which this Agreement specifically requires the prior approval of Owner or which has a term of greater than six (6) months, including renewals, related to the Hotel, unless it is terminable on thirty (30) days' notice, without cause, cost or penalty or (B) any contract which binds Owner to aggregate payments per year exceeding Fifty Thousand Dollars (\$50,000), adjusted for CPI, except as otherwise approved by Owner in the Annual Plan, and the prosecution or settlement of claims related to any of the foregoing;

3.10.2 Legal Action. Institute, prosecute or settle any legal action or proceeding involving a Claim by or against Owner (whether such action or proceeding includes Operator or not) in connection with the Hotel (except to dispossess guests) which (A) is not covered by any of the insurance policies required pursuant to this Agreement and which would result in a deduction or payment in excess of Ten Thousand Dollars (\$10,000) with respect to such Claim or litigation, or Fifty Thousand Dollars (\$50,000) in the aggregate with respect to all Claims and litigation, in any Operating Year, or (B) would impose on Owner any material liability or obligation other than the payment of money, or would require Owner to make any material admission of guilt or wrongdoing;

3.10.3 Extraordinary Actions. Except as specifically provided for in the Approved Plan or otherwise expressly authorized by this Agreement, make any material changes in the structure, general appearance or nature of the Hotel, including the operation of any gaming activity in, on about or related to the Hotel. Operator shall notify Owner of any items for which approval is requested, setting forth the reasons for such request. Owner shall have ten (10) Business Days after submission to approve or disapprove of the item or items, and if Owner fails to grant such approval within such ten (10) Business Day period, Owner shall be deemed to have disapproved the same. Owner shall endeavor to provide an explanation of Owner's reasons for any disapproval.

3.10.4 Title Actions. (A) Amend, modify or terminate any existing covenant, declaration or restriction recorded against the Site (a "Declaration"), (B) vote any interest of Owner with respect to, or otherwise appoint any individual to the board established under, any Declaration, or (C) consent to or permit to be recorded against the Site any matters of record, including any liens or encumbrances, not in existence on the Effective Date.

3.11 Nature of Relationship; Limitation of Fiduciary Duty. The relationship between Owner and Operator shall be that of principal and agent, but Operator's authority to act on behalf of Owner shall be subject to the limitations as set forth in this Agreement. Nothing in this Agreement shall be deemed or construed to render Owner and Operator partners, joint venturers, landlord/tenant or any other relationship. The scope of Operator's authority and duty as Owner's agent with respect to the operation of the Hotel are as set forth in this Agreement, and Owner and Operator both acknowledge and agree that the terms of this Agreement and the duties and responsibilities of each party as set forth herein are intended to satisfy any fiduciary or other common law duties that may exist as a result of the relationship between the parties, including all duties of loyalty, good faith, fair dealing, or full disclosure that may be deemed to exist under common law principles of agency or otherwise. Accordingly, to the extent there is any inconsistency between the common law duties and responsibilities of principals and agents and the provisions of this Agreement, the provisions of this Agreement shall prevail, it being the intention of the parties that (a) this Agreement shall be interpreted in accordance with general principles of contract interpretation without regard to the common law principles of agency (except as expressly provided for in this Agreement), (b) any liability between the parties shall be based solely on principles of contract law and the express provisions of this Agreement and (c) this Section 3.11 constitutes a knowing and intentional waiver by Owner of any duties or responsibilities (including common law fiduciary duties) owed by an agent to its principal, and a waiver by Operator of any obligations of a principal to its agent, to the extent the same are inconsistent with, or would have the effect of modifying, limiting or restricting, the express provisions of this Agreement.

3.12 Licenses and Permits, Owners Covenant. During the Term, upon the request of Operator, Owner shall make, execute and deliver any and all applications and other documents and shall otherwise reasonably cooperate with Operator in applying for, obtaining and maintaining all licenses and permits required for the operation of the Hotel. Operator shall notify Owner of those licenses and permits required of Owner to operate and maintain the Hotel, and cooperate with Owner to obtain the same; provided, however, Operator shall have the right, upon prior notice to Owner, to apply for, obtain and maintain licenses on behalf of and for the benefit of Owner and the Hotel. Owner shall also make, execute and deliver such agreements, contracts, leases, applications, verifications, instruments and other documents as are permitted hereunder, and shall otherwise reasonably cooperate with Operator, in connection with Operator's exercise of the rights and performance of the obligations set forth in this Article 3. The liquor license for the Hotel (the "Liquor License"), if any, shall be held by Owner unless Owner, in its sole discretion, requests Operator to (which request Operator may reject in its reasonable discretion) or elects to cause a Third-Party Operator selected by Owner in its sole and absolute discretion to hold such Liquor License. In connection with Owner holding any Liquor License, Owner and Operator agree to abide by the terms of Exhibit E attached hereto with respect to the food and beverage services provided at the Hotel. If any Liquor License is held by Operator in accordance with this Section 3.12, Operator shall use diligent efforts to maintain such Liquor License in good standing throughout the Term. Upon the expiration or earlier termination of this Agreement, if Operator is responsible for maintaining any Liquor License, Operator shall (i) execute in advance of any such termination or expiration any documentation and perform any other acts at Owner's cost which may be reasonably necessary or appropriate to effect the transfer or issuance of such Liquor License to Owner or its designee on or prior to such termination or expiration to the extent permitted under applicable law, and/or (ii) execute any documentation related to interim

arrangement to allow the beverage operation to continue uninterrupted during the application/transfer process set forth in subsection (i) above to the extent permitted by applicable law. In the event that any Liquor License is transferred to or held by Operator, all costs related to obtaining, transferring and maintaining such Liquor License shall be borne by Owner or an Affiliate of Owner. In the event that Owner or Operator is holding any Liquor License, then if such Liquor License is terminated, expires or is otherwise no longer applicable, the party then holding such Liquor License shall use diligent and commercially reasonable efforts to reobtain such Liquor License with the reasonable assistance of the other party hereto.

3.13 **Purchasing Services.**

3.13.1 **Duty.** After the Opening Date, to the extent contemplated by the Approved Plan, Operator shall purchase Equipment, Operating Supplies and other goods and services as are necessary to operate the Hotel ("**OS&E**"), and shall pay for such OS&E out of the Operating Account or Replacement Reserve Fund, or as otherwise provided in this Agreement. When taking bids or issuing purchase orders, Operator shall use commercially reasonable efforts to secure for and credit to Owner any discounts, commissions or rebates obtainable as a result of such purchase, and Operator shall promptly remit to Owner's benefit in the Operating Account all discounts, rebates, profits, commissions or other emoluments received by Operator or by any Affiliate of Operator, in connection with any purchases described above, in connection with any contracts or agreements entered into on behalf of Owner or in connection with the Hotel.

3.13.2 **Agent.** Operator, in the acquisition of such OS&E, shall be acting as an agent for and on behalf of Owner and solely for Owner's account and upon Owner's credit, and Operator shall not be required to pledge its own credit.

3.13.3 **No Purchasing Fee.** Operator shall not receive a fee or any other compensation or remuneration for the purchase of Equipment, Operating Supplies or such other OS&E as may be needed for the Hotel, unless Operator and Owner otherwise expressly agree.

3.14 **Publicity and Confidentiality.**

3.14.1 The parties hereto shall coordinate with one another on all public statements, whether written or oral and no matter how disseminated, regarding their contractual relationship as set forth in this Agreement and/or the performance by either of them of their respective obligations hereunder, and neither party shall release a press release or other public materials describing such relationship without the prior written consent of the other party. For the avoidance of doubt, no consent or approval of Owner shall be required for Operator to state that it manages the food and beverage and hotel management of the Hotel.

3.14.2 Neither party shall, at any time or in any manner, either directly or indirectly, without the consent of the other party hereto, divulge, disclose or communicate to any person, any of Operator's Confidential Information or Owner's Confidential Information, as applicable (collectively, the "**Confidential Information**"), except for disclosures to their Affiliates or their attorneys, accountants, auditors, consultants, potential and actual lenders, potential and actual buyers, potential and actual investors, partners, members, shareholders, joint venturers of the Hotel or Owner or Operator or their Affiliates and potential assignees of Owner or Operator,

provided that such recipients agree to be bound by the confidentiality restrictions set forth in this Agreement or are otherwise bound by confidentiality restrictions at least as restrictive as those set forth herein. Notwithstanding the foregoing, Owner and Operator shall each be permitted to disclose such information and documentation, including Confidential Information, to the extent reasonably necessary to perform its obligations hereunder. Operator may arrange for the Hotel to participate in nationally recognized market research services and provide data regarding the Hotel to such services in accordance with industry custom. Confidential Information shall not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by Owner or Operator, as applicable, or any of its respective representatives or by a breach by Owner or Operator, as applicable, or its respective representatives of the terms of this Agreement, (ii) was within the possession of Owner or Operator, as applicable, prior to its being furnished to such party pursuant hereto, provided that the source of such information was not known by such party to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the other party with respect to such information or (iii) becomes available to either Owner or Operator, as applicable, on a non-confidential basis from a source other than the other party, provided that such source is not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to such other party with respect to such information.

3.14.3 Each of Owner and Operator hereby acknowledge that it may have access to Confidential Information, and that the communication of such Confidential Information to third parties could irreparably injure the business of Operator or Owner, as applicable. Accordingly, neither party shall, at any time, whether during the Term of this Agreement or following termination of this Agreement, in any manner, either directly or indirectly, without the consent of the other party, divulge, disclose or communicate to any person and will treat and safeguard as confidential and secret all Confidential Information, and without the prior written consent of the other party will not disclose or reveal any of the Confidential Information to any third party whatsoever or use the same in any manner except to its accountants, attorneys and consultants who have a need to know such information in connection with the ownership or the operation of the Hotel in accordance with this Agreement.

3.14.4 Notwithstanding the foregoing, if either party shall be advised by its counsel that such party is legally required to disclose any Confidential Information, such party may disclose such Confidential Information after notice to, and consultation with, the other party.

3.14.5 Notwithstanding anything to the contrary in this Agreement, Owner may disclose to a prospective purchaser and/or any potential or actual lender, capital source or other investor during the Term the following information without Operator's consent (but with notice to Operator): historical financial results of operations, historical statistical data, historical pricing information, historical occupancy data including room rate information, bookings, pace, customer or group information (general information, but no names or contact information) and such other historical data and information, provided that any party receiving any such information shall agree to keep such information confidential pursuant to an agreement containing terms substantially in accordance with the confidentiality obligations contained in this Section 3.14 and providing that Operator is a third party beneficiary to such agreement.

3.14.6 Notwithstanding anything to the contrary in this Agreement, Operator shall not be permitted to contribute to or pursue any press release or marketing or publicity materials with respect to the Hotel without first obtaining the written consent of Owner, which consent may be withheld for any reason or no reason, in its sole and absolute discretion.

3.14.7 The foregoing provisions of Section 3.14.1 and Section 3.14.6 shall not be deemed to limit or restrict Operator's sales and marketing of the Hotel in accordance with the approved Marketing Plan.

3.15 **No Pledge of Credit.** Owner shall not pledge Operator's credit nor shall Owner, in the name of or on behalf of Operator, borrow any money or issue any promissory notes or bills of exchange or other obligation. Operator shall not be required to pledge its own credit.

3.16 **Title; Compliance with Mortgages.** Owner represents and warrants that Owner owns fee title to the Hotel and the Site or covenants that Owner will own fee title to the Hotel and the Site as of the Opening Date, in each case, subject to all matters of record and those liens and encumbrances set forth in the title insurance policy (or marked commitment or pro forma, as applicable) issued to Owner as of the date it acquired title to the Hotel and the Site (the "Title Policy"). Owner shall, upon request, deliver a copy of the Title Policy to Operator. Operator shall perform its obligations hereunder in a manner so as, insofar as within Operator's ability to control, to not cause a violation of, or cause Owner to be in default of, the Mortgage (if any), the loan agreements to which such Mortgage (if any) relates, any title documents of record disclosed in the Title Policy, all to the extent copies of which have been provided to Operator. In the event Operator receives written notice from any Lender identifying any condition in the Hotel as requiring immediate repair, Operator shall promptly notify Owner of the same and, subject to Section 13.19, shall use commercially reasonable efforts to address such repairs, provided that, for the avoidance of doubt, Operator shall not be required to expend any of its own funds with respect thereto and, provided further, that Operator shall not be authorized to make or incur expenditures to fund expenditures to comply with such direction from a Lender, in each case, in excess of Two Thousand Dollars (\$2,000) adjusted annually with the CPI in any instance without obtaining Owner's approval, it being acknowledged that if Operator is entitled to incur expenditures pursuant to Section 5.2 hereof, this Section 3.16 shall not limit such authority.

3.17 **Operator Not Liable for Recommendations.** It is understood that Operator is not an architect, designer, contractor, engineer, insurance, loan or real estate broker, attorney, accountant or other licensed professional and that all matters to be submitted to Operator for review, consent, advice, recommendations, assistance or approval hereunder will be presumed to have been competently prepared by such professionals. Although Operator will offer such assistance and make such recommendations hereunder as it deems appropriate, Operator shall not be responsible to Owner or any third party with respect to construction means, supplies, methods, techniques, sequences and procedures employed by Owner or its consultants or contractors, nor shall Operator be responsible or liable for the adequacy or quality of the plans and specifications (or any samples or shop drawings), designs, contracts, or other matters prepared by Owner, its consultants, or any contractors, or with respect to the adequacy or quality of the Hotel or its design, construction or the ultimate cost of the Hotel; nor shall Operator be responsible or liable for advising Owner or its consultants of any Legal Requirements, including but not limited to permit or licensing requirements, fire/life safety or Insurance Requirements. No recommendations,

advice or approvals given in good faith, or inspections made, by Operator hereunder shall be construed to create any such responsibility or liability.

3.18 Operator's Intellectual Property.

3.18.1 Operator's Brand.

(a) It is acknowledged and agreed that the Operator may allow the Owner to utilize in the Owner's business certain names, service marks, trademarks, logos, insignia and trade dress that are proprietary to the Operator and/or its affiliates and related to the Brand Name (including the name "Faraway,") or variants of such names, service marks, trademarks and logos and any signage, furniture, goods, materials, personal property, equipment and artwork that incorporates the foregoing (collectively, the "Brand Materials"). Such Brand Materials are the property of Operator and/or its Affiliates, and Operator or one or more of its Affiliates will own any variants of such Brand Materials that may be used in the Owner's business. Owner has no rights to any of such Brand Materials or any such variants, and the Owner will acquire no right to any of such Brand Materials or any such variants through use allowed by the Operator. Upon termination of this Agreement (other than for a default by Owner), Owner shall automatically cease to use such Brand Materials and shall, in addition, remove reference to any Brand Materials in any marketing, website, social media or other public-facing materials managed or maintained by Owner, and return to Operator any goods or materials that are Brand Materials in each case, within a period of sixty (60) days following such termination; provided that Owner may continue to use consumables constituting Brand Materials provided that the Brand Name and any related trademark or logo is obscured and no longer visible. Upon termination of this Agreement as a result of a default by Owner, Owner shall automatically cease to use such Brand Materials and shall, in addition, remove reference to any Brand Materials in any marketing, social media or other public-facing materials and return to Operator any goods or materials that are Brand Materials, in each case, upon such termination. This Section shall survive the termination or expiration of this Agreement. Upon termination, Owner shall also cease representing itself as then or formerly a hotel affiliated with the Brand Materials. Operator represents, warrants and covenants during the Term, that it shall have the right to use the Brand Name, comply with the Brand Standard and incorporate the Brand Name into the Brand Materials without any further consent thereto.

(b) In addition, at the same time as Owner is obligated to cease use of Brand Materials, it shall cancel all assumed name or equivalent registrations relating to Owner's use of any Brand Materials and use reasonable efforts to cause any telephone company, internet domain name granting authorities, Internet service providers and web search engines to implement such cessation.

3.18.2 Operator's Intellectual Property. Owner agrees that patents, trademarks, service marks, trade dress, together with the goodwill embodied therein, copyrights, trade secrets, software, data, configurations, materials (whether written or machine-readable) and other intellectual property, in each case, relating to operational standards of Operator and/or its Affiliates and that are protectable, in whole or in part, under any intellectual property law, whether or not subject to any registration or application for registration (i) not exclusively used for the Hotel as initially developed, created, conceived, made or reduced to practice and (ii) developed, created, conceived, made or reduced to practice by Operator, its Affiliates, and its employees, agents or

any third parties for Operator or its Affiliates (except to the extent developed, created, conceived, made or reduced to practice for the exclusive use for the Hotel) but excluding, for clarity, Brand Materials (collectively, "Operator's Intellectual Property") during the Term of this Agreement shall, immediately upon creation, be the sole and exclusive property of Operator (or an Affiliate of Operator), and Owner shall not claim any right, title, and interest in and to any such Operator's Intellectual Property, subject to the provisions of this Section 3.18.2; provided, that, as clarification of the foregoing, to the extent that Operator currently, or in the future, uses any Operator's Intellectual Property for more than one hotel (including the Hotel), it shall be deemed that such intellectual property is Operator's Intellectual Property, and Owner shall have no claim as to the same under Section 3.19.2 hereof. To the extent Owner, any Affiliate of Owner, or their respective employees, agents or contractors retain any right, title or interest in or to any intellectual property rights covered by clauses (i) and (ii) of this Section 3.18.2, Owner hereby assigns and transfers to Operator all right, title and interest in or to such intellectual property rights, shall execute such documents and do such other acts to effect such assignment and transfer, and shall procure that all of its Affiliates, employees, agents and contractors do the same.

3.18.3 Operator's Materials. Owner acknowledges that in the operation and management of the Hotel, Operator will make use of Operator's Confidential Information and/or materials which contain Operator's Confidential Information, Operator's Intellectual Property, and Operator's proprietary booking technology, software and websites (collectively, "Operator's Materials"), provided that Operator's Materials shall not include Brand Materials, which are addressed in Section 3.18.1. Owner acknowledges that Operator or an Affiliate of Operator owns the entire right, title and interest in and to Operator's Materials outright, that they are of great commercial value, and that, without the covenants contained herein with respect thereto, Operator would not enter into this Agreement. Except for the permitted use of names of Operator's Materials as set forth in this Agreement, Owner hereby acknowledges that it has no right, title or interest in or to Operator's Materials and covenants (i) not to claim any such interest, (ii) not to disclose or distribute, or contract to disclose or distribute, Operator's Materials to any person except to the extent required by law, (iii) not to use Operator's Materials in any manner except with the prior written consent of Operator, which may be withdrawn at any time, and, (iv) upon termination of this Agreement for any reason, to immediately cease all use of Operator's Materials (or any part thereof) and return to Operator all copies of Operator's Materials which are then in, or thereafter come into, its or any Affiliate's possession, provided that, for the avoidance of doubt, (i) Owner shall not be obligated to incur any cost or expense in ceasing to use Operator's Materials, and (ii) in no event shall Owner be obligated to alter or modify any physical components of the Hotel in order to cease use of Operator's Materials. When using Operator's Materials (with Operator's consent), Owner shall use same only for the purpose of furthering the business of the Hotel and not for any other reason. All right, title and interest in and to Operator's Materials shall always remain with Operator, and Owner shall have no rights with respect thereto except for the permitted use of Operator's Materials set forth in this Agreement.

3.19 Owner's Property.

3.19.1 Owner's Marks. Operator acknowledges that the name(s) "Sister Ship" (including any other trade names of Owner or any Affiliate of Owner) and other names used by Owner or any Affiliate of Owner in any hotel or restaurant owned, operated and/or managed by Owner and any trade names, trademarks, service marks, trade dress, symbols, logos or designs

PUBLIC NOTICE

The Select Board will hold a public hearing on Monday, April 14, 2025 at 11:00 AM to hear the application for a Liquor License Transfer and Management Agreement for an Annual All Alcoholic Beverages Hotel License and Non-Live Entertainment License from LH Manager Northeast, LLC to 29 Center Street, LLC, dba Faraway Hotel, 29 Center Street, Nantucket, MA 02554, Nathan Parsons, Manager. The hearing will be held remotely via Zoom Webinar. Please see meeting posting for remote participation and viewing links. For further information, please email licensing@police.nantucket-ma.gov.



Agenda Item Summary

Agenda Item #	V. 4.
Date	04/14/25

Staff

Katie Cabral

Subject

National Grid Utility Petition – Cato Lane

Executive Summary

National Grid is requesting permission to install approximately 130' of conduit from existing pole 1 to the Pump Station on Cato Ln.

Staff Recommendation

Approve with Conditions

Background/Discussion

This work is required to accommodate an upgrade to the Pump Station at the Corner of Robert's Lane & Cato Lane.

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

n/a

Board/Commission Recommendation

n/a

Public Outreach

Abutter notifications sent and 2 weeks of notices in I&M

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

n/a

Attachments

Departmental comments; NGrid petition



UTILITY PETITIONS DEPARTMENTAL COMMENTS

APPLICANT: Nantucket Electric Company
TYPE: Order for Manhole and Duct Location
SITE ADDRESS: Cato Lane
HEARING DATE: April 14, 2025

COMMENTS

NPD: No Issues.
FIRE: No Issues.
PLANNING: No Issues.
DPW: No Issues.
SEWER: This is a request from Hazen & Sawyer to upgrade the pump station power. -David Gray
WWCo: Please contact WWCo to mark out the water line & utilities prior to work.

****Contractor must obtain all required Town permits prior to the commencement of work, including but not limited to Street Opening and Street Blocking permits.**

ORDER FOR MANHOLE AND DUCT LOCATION

Date 11/26/2024

By the Select Board

Of the Town of Nantucket

Notice having been giving and public hearing held, as provided by law, it is hereby ordered : that **NANTUCKET ELECTRIC COMPANY** be and they are hereby granted permission to excavate the public highways to run and maintain underground electric conduits together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to and to make the necessary house connections along said extensions as requested in petition of said company dated the 26th day of November, 2024.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked—

NANTUCKET ELECTRIC COMPANY

Plan No. 30756491

Street Name Cato Lane

Description of Work Beginning at a point approximately 15 feet West of the centerline of the intersection of Cato Lane and continuing approximately 130 feet in a South direction. Install underground facilities on Cato Lane. National Grid petitions for approximately 130' of 2-4" conduits.

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the town of Nantucket, Massachusetts

Held on the _____ day of _____ 2024

Clerk of Selectmen

Received and entered in the records of location orders of the Town of Nantucket, Massachusetts

Book: _____ Page: _____

Attest: _____

Town Clerk

I hereby certify that on _____, 20____ at _____ o'clock ____ M

At _____ a public hearing was held on the petition of

NANTUCKET ELECTRIC COMPANY

for permission to excavate the public highways and to run and maintain underground electric conduits described in the order herewith recorded and that I mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the company is permitted to erect poles, wires and fixtures under said order. And that hereupon said order was duly adopted.

Selectmen of the Town of

Nantucket, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Nantucket, Massachusetts, on the _____

day of _____ 2024 and recorded with the records of location orders of said town,

Book _____ Page _____

This Certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

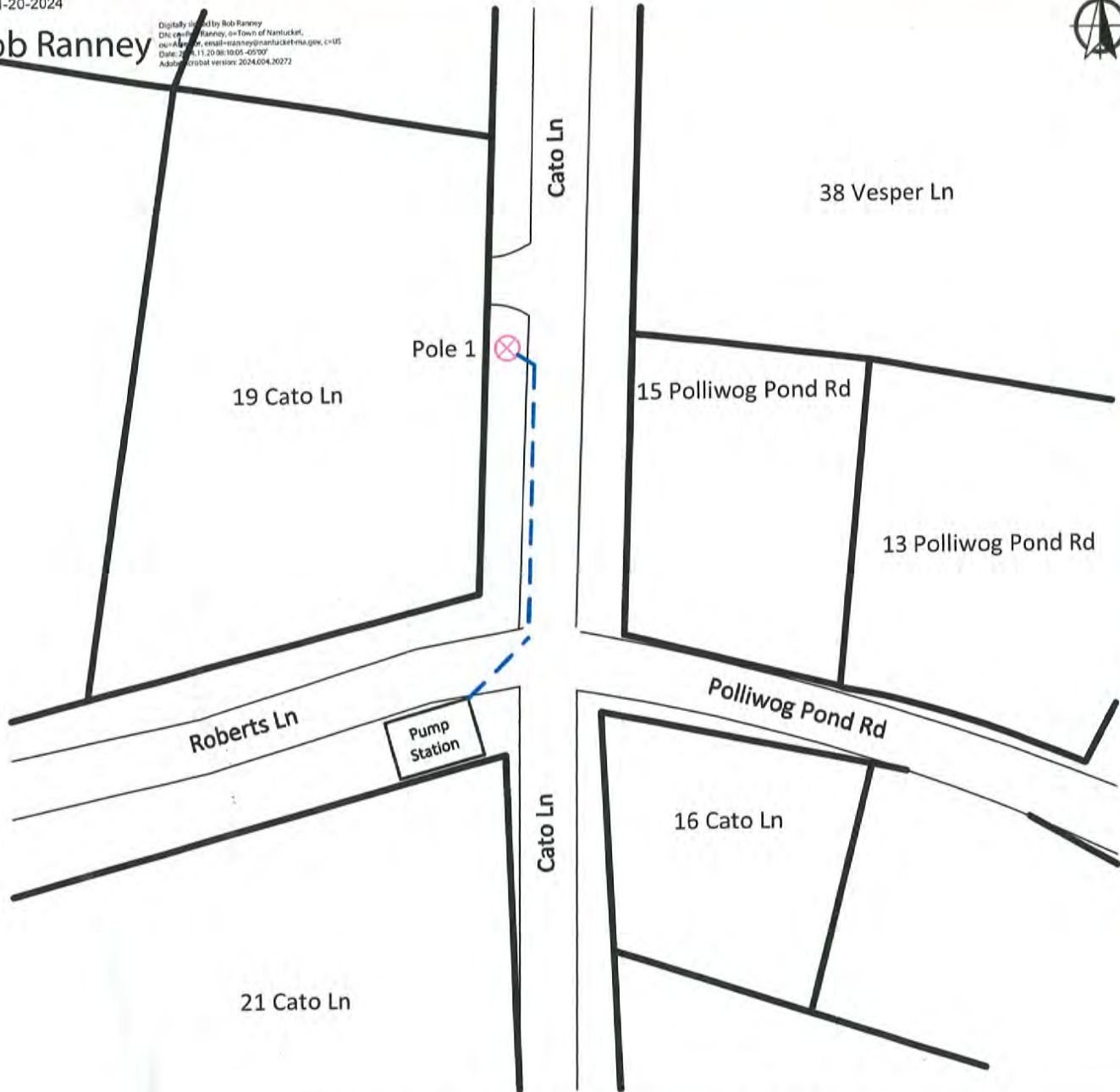
Attest: _____

Town Clerk

11-20-2024

Rob Ranney

Digitally signed by Rob Ranney
DN: cn=Rob Ranney, o=Town of Nantucket,
ou=Public, email=rranney@nantucket-ma.gov, c=US
Date: 2024.11.20 08:10:05 -0500
Adobe Acrobat version: 2024.004.20272



UNDERGROUND PETITION

LEGEND



Existing Pole



Proposed Conduit

Proposed Handhole

Job Description:

- National Grid is petitioning for approx. 130' +/- of 2-4" Conduits

Date: 11/1/24

Drawn By: Tim L

DRAWING NOT TO SCALE. DISTANCES ARE APPROXIMATE

nationalgrid

Work Order: 30756491

To the Town/City of:

Nantucket

Location:

Cato Lane

Petition for Proposed:

- Conduits

PUBLIC HEARING

Please be advised that the Select Board will hold a public hearing on Monday, April 14, 2025, at 11:00 AM to consider a utility petition from Nantucket Electric Company, for Plan #30756491 to install approximately 130' of 2-4" conduits from the pump station to pole 1 on Cato Ln. The hearing will be held via Zoom Webinar. Please see meeting posting for remote participation and viewing links. For further information, please email TownManager@nantucket-ma.gov.

X33

SELECT BOARD



Agenda Item Summary

Agenda Item #	V. 5.
Date	04/14/25

Staff

Katie Cabral

Subject

Verizon New England, Inc/Nantucket Electric Company Utility Petition – Newtown Rd

Executive Summary

Verizon Wireless is requesting permission to remove pole 6 & relocate pole 5-84 on Newtown Rd

Staff Recommendation

Approve with Conditions

Background/Discussion

This work was requested on behalf of the Town to accommodate the multiuse path on Newtown Rd.

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

n/a

Board/Commission Recommendation

n/a

Public Outreach

Abutter notifications sent and 2 weeks of notices in I&M

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

n/a

Attachments

Departmental comments; Verizon New England petition.



UTILITY PETITIONS DEPARTMENTAL COMMENTS

APPLICANT: Verizon New England, Inc. and Nantucket Electric Company
TYPE: Petition for Joint or Identical Pole Locations
SITE ADDRESS: Newtown Rd
HEARING DATE: April 14, 2025

COMMENTS

NPD: No Issues.
FIRE: No Issues.
PLANNING: No Issues. -Holly Backus
DPW: No Issues.
SEWER: Contact Sewer Department to mark out sewer & stormwater utilities before any work is to be commenced. -David Gray
WWCo: Please contact WWCo to mark out the water line & utilities prior to work.

****Contractor must obtain all required Town permits prior to the commencement of work, including but not limited to Street Opening and Street Blocking permits.**

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

November 8, 2024

To the Select Board

in **NANTUCKET**, Massachusetts

VERIZON NEW ENGLAND, INC. and **NANTUCKET ELECTRIC COMPANY** request permission to locate poles, wires, cables and fixtures including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways:

Newtown Road:

Relocate one (1) JO pole, P.5-84, located on the northerly side of Newtown Road to a point approximately 8' northeasterly from its' current location.

Remove one (1) JO pole, P.6, located on the northerly side of Newtown Road. New location of pole will be on private property.

This petition is necessary to accommodate a new sidewalk design on Newtown Road.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to erect and maintain poles, wires and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked-VZ N.E. Inc. Plan No. **1A6BV1U** Dated **November 27, 2024.**

Also, for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree that space shall be reserved and maintained for the limited purpose of attaching one-way low voltage fire and police signaling wires owned by the municipality or governmental entity for public safety purposes only.

VERIZON NEW ENGLAND INC.

By Karen Levesque
Karen Levesque - Manager - Rights of Way

Dated this 27th day of November, 2024

NANTUCKET ELECTRIC COMPANY

By Robert Leonida
Right of Way Representative

Dated this 17th day of March, 2024

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

By the Select Board of NANTUCKET, Massachusetts.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that VERIZON NEW ENGLAND INC. and NANTUCKET ELECTRIC COMPANY be, and they are hereby granted joint or identical locations for and permission to erect and maintain poles and their respective wires and cables to be placed thereon, together with anchors, guys and other such sustaining and protecting fixtures as said Companies may deem necessary, in public way or ways hereinafter referred to, as requested in petition of said Companies dated the 27th day of November, 2024.

Newtown Road:

Relocate one (1) JO pole, P.5-84, located on the northerly side of Newtown Road to a point approximately 8' northeasterly from its' current location.

Remove one (1) JO pole, P.6, located on the northerly side of Newtown Road. New location of pole will be on private property.

This petition is necessary to accommodate a new sidewalk design on Newtown Road.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonably straight and shall be set substantially at the points indicated upon the plan marked-VZ N. E. Inc. No. **1A6BV1U** in a package Dated **November 27, 2024** - filed with said petition.

The following are the public ways or parts of ways along which the poles above referred to may be erected, and the number of poles, which may be erected thereon under this order:

Newtown Road

One Jointly Owned pole to be relocated

One Jointly Owned pole to be removed

Also that permission be and hereby is granted to each of said Companies to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Select Board of the Town of NANTUCKET, Massachusetts held on the _____ day of _____ 20____.

Select Board's Clerk

We hereby certify that on _____ 20____, at _____ o'clock _____m., at the _____ a public hearing was held on the petition of the VERIZON NEW ENGLAND INC. and NANTUCKET ELECTRIC COMPANY for permission to erect the poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Companies are permitted to erect poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Select Board of the Town of NANTUCKET, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Select Board of the Town of **NANTUCKET**, Massachusetts, on the _____ day of _____ 20____, and recorded with the records of location orders of said Town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk



PETITION PLAN

MUNICIPALITY

NANTUCKET

VZ N.E. Inc. No.

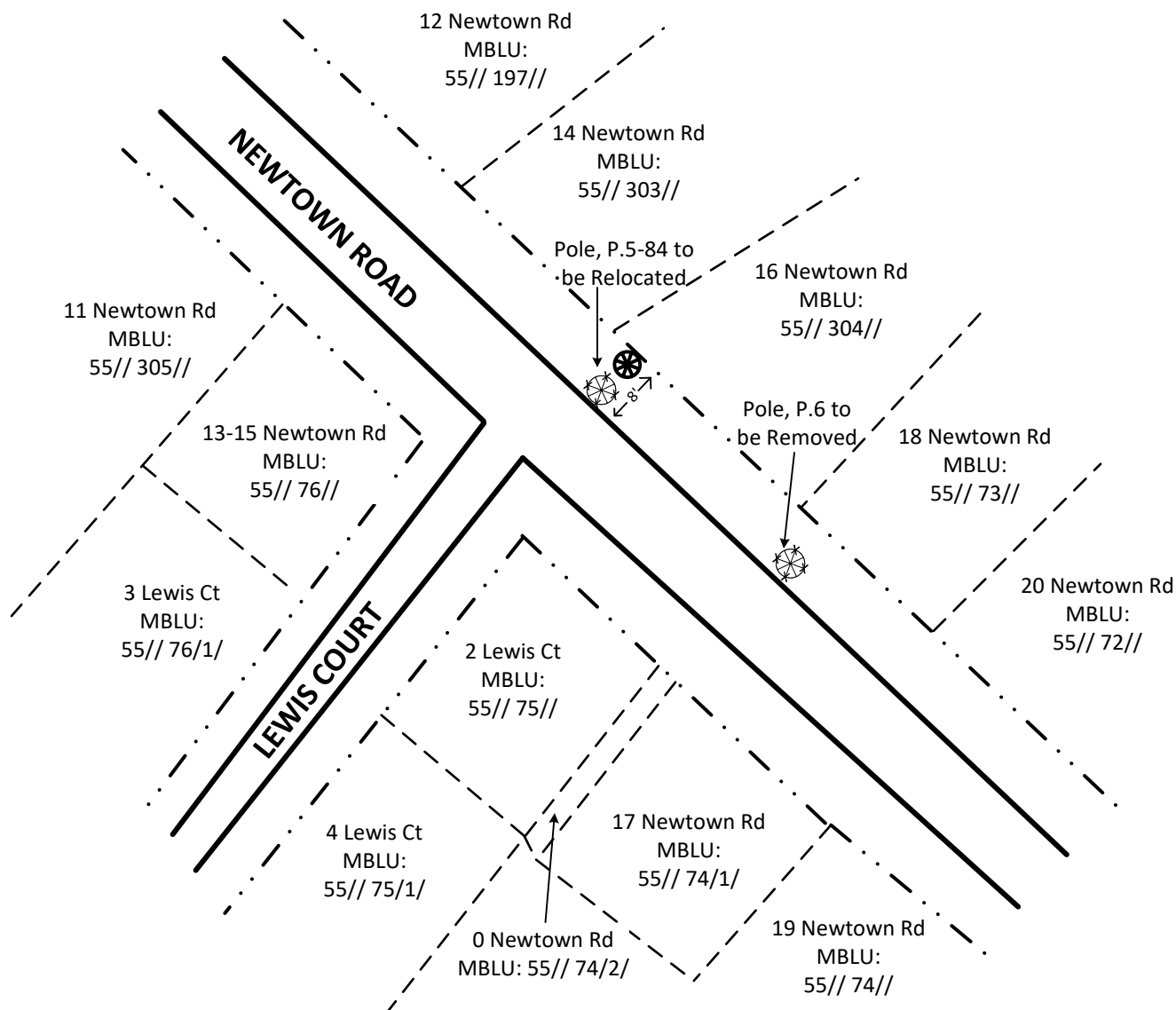
1A6BV1U

VERIZON NEW ENGLAND INC. AND
NANTUCKET ELECTRIC COMPANY

DATE : NOVEMBER 27, 2024

SHOWING

PROPOSED RELOCATION AND REMOVAL TWO POLES ON NEWTOWN ROAD



LEGEND

NOT TO SCALE



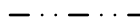
EXISTING JOINTLY OWNED POLE
TO BE REMOVED



PROPOSED NEW JOINTLY OWNED POLE
TO BE INSTALLED



EDGE OF PAVEMENT



EDGE OF ROADWAY



PROPERTY LINE

PUBLIC HEARING

Please be advised that the Select Board will hold a public hearing on Monday, April 14, 2025, at 11:00 AM to consider a joint utility petition from Verizon New England, Inc. & Nantucket Electric Company, for Plan #1A6BV1U to relocate JO pole P.5-84 approximately 8' north easterly from its current location & to remove JO pole, P6 on Newtown Rd. The hearing will be held via Zoom Webinar. Please see meeting posting for remote participation and viewing links. For further information, please email TownManager@nantucket-ma.gov.

X32

SELECT BOARD