

#### The Commonwealth of Massachusetts Alcoholic Beverages Control Commission 239 Causeway Street Boston, MA 02114 www.mass.gov/abcc

#### AMENDEMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

The following documentation is required as a part of your retail license amendment application.

ABCC investigators reserve the right to request additional documents as a part of their investigation.

- Monetary Transmittal Form with \$200 fee
  You can PAY ONLINE or include a \$200 check made out to the ABCC
- ☐ Alteration of Premises / Change of Location Amendment Application (this packet)
- Vote of the Corporate Board A corporate vote to apply for an alteration of premises or change of location, signed by an authorized signatory for the proposed licensed entity
- Supporting Financial Documents
   Documentation supporting any loans or financing, if applicable
- ∠ Lease
   Signed by licensee and landlord.
- Additional Documents Required by the Local Licensing Authority

Print Form

#### The Commonwealth of Massachusetts Alcoholic Beverages Control Commission 239 Causeway Street Boston, MA 02114 www.mass.gov/abcc

### RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION MONETARY TRANSMITTAL FORM

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

REVENUE CODE:	RETA			
	ABCC OR COMMONWEAL  AME OF THE LICENSEE CORPORAT	• • • • • • • • • • • • • • • • • • •		2481
IF USED EPAY, CONFI	RMATION NUMBER:			
A.B.C.C. LICENSE NUM	ABER (IF AN EXISTING LICENSEE	, CAN BE OBTAINED FROM T	HE CITY): (ADD 3 N	UMBERS) 077800 fw106
LICENSEE NAME: Lo	ookout Hard Cider, LLC			
ADDRESS: 89	Pleasant Street South			
CITY/TOWN:	atick	STATE MA	ZIP CODE	01760
TRANSACTION TYPE (Plea	se check all relevant transactions)	<u>:</u>		
X Alteration of Licensed Pren	mises Cordials/Liqueurs Pern	nit New	w Officer/Director	Transfer of License
Change Corporate Name	Issuance of Stock	Nev	w Stockholder	Transfer of Stock
Change of License Type	Management/Operatir	ng Agreement Ple	dge of Stock	☐ Wine & Malt to All Alcoho
Change of Location	More than (3) § 15	Ple	dge of License	6-Day to 7-Day License
Change of Manager	New License	☐ Sea	isonal to Annual	
Other				

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION P. O. BOX 3396 BOSTON, MA 02241-3396



# The Commonwealth of Massachusetts Alcoholic Beverages Control Commission 239 Causeway Street Boston, MA 02114 www.mass.gov/abcc

#### AMENDEMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

<u> </u>									
1. <u>NAME C</u>	F LICENSE	E (Business Co	ntact)	Lookout	Hard Cider,	LLC			
ABCC Licens	se Number	FW-106		City/To	own of Lice	nsee Natio	ck		
					i je				
2. <u>APPLICA</u>	ATION CON	ITACT		-		•			
The application	on contact is	required and is	the persor	n who will b	e contacte	d with any q	luestions regardi	ng this app	lication.
First Name:	Jay	!	Middle:	Samuel		Last Name:	Mofenson		
Title: Emp	loyee				Prima	nry Phone:	617-413-8689		
Email: jmof	fenson@looko	utfarm.com					,		
Please compl headquarters Entity Name: Primary Phone	s), or mailing		re are cha	nges to the	Licensee p	hone numb	er, business add	ress (corpo	rate
Alternative Ph	none:			Er	nail:				
Business Add	dress (Corpora	nte Headquarter	s)						
Street Numbe	er: 89		Str	eet Name:	Pleasant St	reet South			
City/Town:	Natick				State:	МА			
Zip Code:	01760		Co	untry:	j u	S			
Mailing Addr	ress		$\boxtimes$ C	heck here if y	our Mailing	Address is the	same as your Busi	ness Address	· /
Street Numbe	er:		Str	reet Name:					<b>,</b>
City/Town:					F Sta	ate:			
Zip Code:			Co	ountry:	. [				

#### AMENDEMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

6. <u>PREMISES INF</u>	ORMATION			· -					
Please enter the addr	ess where the	alcoholic bevera	ages are sold.						
Premises Address									
Street Number: 89		Street Name:	Pleasant Stre	et South	1		] i	Jnit:	
City/Town: Natick			State:	MA		Zip Co	de:	01760	
Country:	USA				·				
Description of Pren	nises								
Please provide a com outdoor areas to be i	•	•				s, numbei	r of ro	oms on eac	h floor, any
Floor Number	Square Footag	je Number	of Rooms		Patio/Deck/C	outdoor Ar	ea Tot	tal Square Fo	otage 7,847
, <b>1</b> 3:	10,850	6			Indoor Area	Total Squa	re Foo	otage	3,003
				: : :	Number of E	ntrances			3
				.31	Number of Ex	xits .			5
					Proposed Sea	ating Capa	ıcity		364
				, i	Proposed Oc	cupancy			361
Occupancy of Prem	nie o e								
Please complete all f		tion. Documen	tation showir	ng proof	of legal occu	pancy of	the p	remises is re	equired.
Please indicate by wl applicant has to occu	_	Lease			Landlord N	lame Loc	kout l	Farm, LLC	
Lease Beginning Term	Jan 5, 20	18			Landlord F	hone		508-651-15	39
Lease Ending Term	Jan 4, 20				Landlord A	Address		easant Street k, MA 01760	
Rent per Month	\$1,600						<u></u>		,
Rent per Year	\$19,200		If leasi	ing or re	nting the prer	nises, a sig	ned c	opy of the le	ase is required.
Please indicate if the	terms of the l	ease include pay	······································	on the	sale of alcoh	ol: ∩Ye	s (	<b>(</b> •} No	

#### AMENDEMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

9. FINANCIAL INFORMATION			:			
Please provide information about associties license.	ciated costs of	}	Please provide informa financing for this transa		out the sources of	cash and/or
Associated Costs			Source of Cash Inves	tment		
A. Purchase Price for Building/Land	0		Name of Contributor	Amount of Contribution	1	
B. Purchase Price for any Business Assets	0		Jay Mofenson	State of	\$1500	
C. Costs of Renovations/Construction	\$1500					
D. Purchase Price of Inventory	0			Total	\$1500	
E. Initial Start-Up Costs	0		Source of Financing			
F. Other (Please specify)	0		Name of Lender	Amou	any MA alcoholic	If yes, please provide ABCC license number of
G. Total Cost (Add lines A-F)	\$1500		n/a		beverages licenses?	lender
Please note, the total amount of Cash Investm plus the total amount of Financing (bottom ri equal to or greater than the Total Cost (	ight table) must be line G above).			<u> </u>		g propriese en 198
You are required to provide all documents relat or loans you receive for this trans	-			J	Total:	0 、

#### RESOLUTION OF LOOKOUT HARD CIDER LLC

The undersigned Manager of Lookout Hard Cider LLC, A Massachusetts limited liability company with an office located at 89 Pleasant Street, Natick, Massachusetts,

#### DOES HEREBY CERTIFY:

At a joint meeting of the members, duly called and held this day at which a quorum was present and acted throughout, the members unanimously adopted the following resolutions, which have not been modified or rescinded:

RESOLVED:

That the limited liability company apply to the Massachusetts Alcoholic Beverages Control Commission for approval to make alterations to the premises, in order to serve alcoholic beverages on the premises at the picnic area and at the U-pick Barn located at 89 Pleasant Street, Natick Massachusetts.

Lookout Hard Cider, LLC

Dated: April 10, 2018

By: Steven B. Belkin, Its Manager

Threw 15. Telkin



Call Citizens' PhoneBank anytime for account information, current rates and answers to your questions.

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LOOKOUT HARD CIDER LLC OPERATING ACCOUNT 2 CHARLESGATE W BOSTON MA 02215-3540

#### Commercial Account Statement



0F 2

Beginning January 01, 2018 through January 31, 2018

SUMMARY		LOOKOUT HARD CIDER LLC
Balance Calculation		OPERATING ACCOUNT
		Commercial Checking
Previous Balance	•	
Checks		
Debits		
Deposits & Credits	Ÿ.;	
Current Balance		
Your next statement period will end on repru	ary 28, 2018.	
·		Previous Balance

TRANSACTION DETAILS

Checks \* There is a break in check sequence

Total Checks

Debits
Other Debits
Date Amount Description
01/03
01/04
01/05
01/10
01/11
01/12
01/17
01/17
01/17



Call Citizens' PhoneBank anytime for account information, current rates and answers to your questions.

Commercial Account Statement



of 2

Beginning January 01, 2018 through January 31, 2018

Commercial Chec	king continued from	n previous page	<u></u>	·	
Other Debits Date 01/18 01/19 01/23 01/24 01/25 01/26 01/29 01/31	s (continued) Amount	Description		LOOKOUT HARD CIDER OPERATING ACCOUNT Commercial Checking	
01/29 01/29 01/31 Deposits & C	Tredits Amount	Description	t. • \$ • \$	Θ	Total Debits
				·	

Total Deposits & Credits

Current Balance

Daily Balance Date

Balance

Date

Batance

Date

Balance



Cail Citizens' PhoneBank anytime for account information, current rates and answers to your questions.

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LOOKOUT HARD CIDER LLC OPERATING ACCOUNT 2 CHARLESGATE W BOSTON MA 02215-3540 Commercial Account Statement



OF 2

Beginning February 01, 2018 through February 28, 2018

Commercial	Checking
commucician	VIICUNITIN

SUMMARY

**Balance Calculation** 

LOOKOUT HARD CIDER LLC OPERATING ACCOUNT Commercial Checking

Previous Balance

TRANSACTION DETAILS

Checks \* There is a break in check sequence

Total Checks

Debits Other Debits

Imount Description

to the first factor of the contraction tender



Call Citizens' PhoneBank anytime for account information, current rates and answers to your questions.

Commercial Account Statement



OF 2

Beginning February 01, 2018 through February 28, 2018

Commercial Checking continued from	n previous page	
Other Debits (continued)  Date Amount	Rescrintinn	LOOKOUT HARD CIDER LLC OPERATING ACCOUNT Commercial Checking 132104-363-2
Deposits & Credits Date Amount	Description	Total Debits
		Total Deposits & Credits
		Current Ralance

Daily Balance



Call Citizens' PhoneBank anytime for account information, current rates and answers to your questions.

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LOOKOUT HARD CIDER LLC OPERATING ACCOUNT 2 CHARLESGATE W BOSTON MA 02215-3540 Commercial Account Statement



of 2

Beginning March 01, 2018 through March 31, 2018

Commercial Checking		
SUMMARY		LOOKOUT HARD CIDER LLC
Balance Calculation		OPERATING ACCOUNT
	};	

TRANSACTION DETAILS

Checks \* There is a break in check sequence

Total Checks

Previous Balance

Debits Other Debits



Call Citizens' PhoneBank anytime for account information, current rates and answers to your questions.

#### Commercial Account Statement



Beginning March 01, 2018 through March 31, 2018

Commercial Checking continued from previous page

Other Debits (continued) Date

Amount

Description

LOOKOUT HARD CIDER LLC OPERATING ACCOUNT **Commercial Checking** 132104-363-2

**Total Debits** 

Date

Amount Description

Total Deposits & Credits **Current Balance** 

#### **Daily Balance** Date

Balance

Date

Balance

Date

Balance

#### NEWS FROM CITIZENS

--Effective March 26, 2018 if you choose to store your debit card information with any third parties, we may also share updates to this information with these third parties (this only applies to third parties with whom you elect to share this information). Not all third parties participate in this update service. So, to ensure your debit card information is updated timely to prevent missed recurring payments, you should also update your debit card information directly with the third parties.

LANDLORD LOOKOUT FARM, LLC 89 SOUTH PLEASANT STREET SOUTH NATICK, MA 01760 TENANT LOOKOUT HARD CIDER, LLC 89 S PLEASANT STREET NATICK, MA 01760

#### LEASE AGREEMENT

#### LOOKOUT FARM LLC & COOKOUT HARD CIDER, LLC

Lookout Farm LLC (Landlord) and Lookout Hard Cider LLC (Tenant) enter into the following lease Agreement (hereafter "Agreement" or "lease") as outlined below:

- 1. The Landlord agrees to lease designated space and equipment to Tenant in the Farm Market building, the attached greenhouse, the two (2) adjacent patios and the designated outdoor spaces in the picnic and u-barn areas located at 89 South Pleasant Street, Natick, Massachusetts 01760.
- 2. The term of the lease is three years beginning on January 5, 2018 and ending at 11:59 PM on January 4, 2021.
- 3. The lease may be extended beyond January 4, 2021 by mutual agreement of both parties, provided however, that such mutual agreement is executed on or before January 3, 2021.
- 4. The lease may not be sublet or otherwise assigned to a third party by the Tenant without prior written approval by the Landlord, which Landlord may decline at its sole discretion.
- 5. The Tenant agrees to pay Landlord a base monthly rental fee of \$1,600.00 for the term of this Agreement.
- 6. The monthly rental fees are due on the first of each month and all payments are due, in full. within five (5) days of due date. Any payments received more than five (5) days in arrears shall be subject to a late fee of 12% of the outstanding balance due.
- 7. The Tenant is responsible for all utilities, gas, electric, water and sewer, for the Farm Market building and equipment under Agreement unless otherwise stated. The Tenant agrees to pay all utility bills, in full, within five (5) days of receipt from Landlord. Any payments received more than five (5) days in arrears shall be subject to a late fee of 12% of the outstanding balance due.
- 8. As an offset to the lower monthly fee of \$1,600, the Tenant also agrees to pay the utility expense used by the Landlord in the market building during the u-pick season.
- 9. The Tenant is responsible for any and all repairs, alterations and maintenance needs for the Farm Market building and equipment under Agreement, regardless of the cause, in a timely fashion.

- 10. The Landlord shall have no responsibility for any repairs, alterations or maintenance needs for the Farm Market building and equipment under Agreement regardless of the cause unless otherwise stated.
- 11. The Tenant needs prior written approval from the Landlord for any material alterations to the Farm Market building and equipment under Agreement
- 12. The Tenant acknowledges that it has inspected the Farm Market building and equipment which are the subject of this Agreement and accepts such as is.
- 13. The Tenant agrees to return the Farm Market building and equipment covered by this lease to its original condition, without exception, within thirty (30) days, if requested by the Landlord, or automatically upon the termination of this Agreement, unless otherwise agreed with the Landlord.
- 14. The Landlord agrees to provide parking fog Tenant employees at a location designated by the Landlord.
- 15. The Tenant agrees to keep the interior and exterior of the Farm Market building neat, clean, landscaped, clutter free and compliant with sanitary and health code regulations at all times.
- 16. The Tenant is responsible for obtaining all Town and State permits, licenses and inspections as required by law.
- 17. The Tenant agrees that the hours of operation will not extend beyond 10:00 am to 8:00 pm daily without prior written approval of the Landlord.
- 18. The Tenant is responsible for ash disposal, professional pest control and service and for maintaining sanitary conditions at all times for the Farm Market building and equipment subject to this Agreement.
- The Tenant shall maintain throughout the Lease Term the following insurance 19. policies: (1) commercial general liability insurance in amounts of \$2,000,000.00 per occurrence or such other amounts as Landlord may from time to time reasonably require, insuring Tenant, Landlord, Landlord's agents and their respective Affiliates against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Premises, Landlord shall be named as an additional insured; (2) worker's compensation insurance, containing a waiver of subrogation endorsement in favor of and acceptable to Landlord; (3) \$ 1,000,000.00 in commercial auto liability insurance, including non-owned and hired vehicles. Tenant's insurance shall provide primary coverage to Landlord when any policy issued to Landlord provides duplicate or similar coverage and in such circumstance Landlord's policy will be excess over Tenant's policy. Tenant shall furnish to Landlord certificates of such insurance and such other evidence satisfactory to Landlord of the maintenance of all insurance coverage required hereunder and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least 30 days before cancellation or a material change of any such insurance policies. All such insurance policies shall be in form and issued by companies reasonably satisfactory to Landlerd.

- 20. The Tenant shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association or any similar body succeeding to its powers, The Tenant shall on demand reimburse the Landlord for all extra insurance premiums caused by the Tenants use of the Premises. In Tenant is required to install Fire Extinguishers, Tenant will be responsible for the cost and to contract with a qualified extinguisher contractor for installation and service of the extinguishers.
- 21. This Agreement shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the Tenant shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Agreement to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.
- 22. Tenant shall not (either with or without negligence) cause or permit the escape, disposal, release or threat of release of any biologically or chemically active or other Hazardous Materials (as said term is hereafter defined) on, in, upon or under the Premises. Tenant shall not allow the generation, storage, use or disposal of such Hazardous Materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the generation, storage, use and disposal of such Hazardous Materials, nor allow to be brought onto the LANDLORD'S Property generally, any such Hazardous Materials except for use in the ordinary course of TENANT'S business. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of Hazardous Materials, then the reasonable costs thereof shall be reimbursed by TENANT to LANDLORD upon demand as additional charges, but only if such requirement applies to the Premises or may be the result of the acts or omissions of the TENANT or any other person or entity acting under or on behalf of the TENANT during the term of this Lease. In addition, TENANT shall execute affidavits, representations and other necessary or appropriate documentation, from time to time, at LANDLORD's request concerning TENANT'S best knowledge and belief regarding the presence of Hazardous Materials on the Premises,

In addition to the indemnities set forth above TENANT shall, at its own expense, remove, clean up, remedy and dispose of (in complete compliance with all applicable laws, rules and regulations), all Hazardous Materials generated or released by the TENANT or any other person or entity acting under or on behalf of the TENANT during the term of this Lease (or during such time as TENANT is in occupancy or possession of any part of the Premises), or at a future date, if the presence of Hazardous Materials relates back to TENANT's Term under this Lease and was generated by or resulted from the operations of the TENANT. In performing its obligations hereunder, TENANT shall use licensed and insured contractors satisfactory to the LANDLORD, demonstrate that all necessary permits have been obtained and exercise best efforts to avoid interference with the use and enjoyment of the LANDLORD'S property generally by other Tenants, employees, guests and occupants thereof. The provisions hereof shall survive expiration or termination of this Lease.

- 23. The Landlord shall, in no event, be liable for failure to perform any of its obligations under this Lease when prevented from doing so by causes beyond its reasonable control.
- If any sum or sums due as rent or additional rent as herein provided and set forth or any part thereof shall be unpaid for a period of fourteen (14) days after written notice of such default has been given by Landlord to Tenant, or if Tenant shall violate or be in default in its observances or performance of any of its covenants herein contained, except default in the payment of base rent or additional rent, and shall have failed to take appropriate steps to remedy such breach or default within twenty (20) days after written notice of such breach or default has been given by Landlord to Tenant, or if the leased premises hereby created shall be taken on execution or other process of law and shall not be redeemed for twenty (20) days after Landlord shall have given Tenant written notice of such taking, or if Tenant be declared bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, then, and in each of the said oases (after the expiration of the aforesaid fourteen (14) day or twenty (20) day period if applicable), Landlord lawfully may (notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) immediately or at any time thereafter while such default or other stipulation continues and without further demand or notice enter into and upon the Premises or any part thereof in the name of the whole and repossess the same and expel Tenant and remove its effects (forcibly if necessary) without being deemed guilty of any manner to trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or other breach and upon entry as aforesaid this Lease shall terminate and Tenant covenants that in case of such termination under the provisions of statute by reason of the default of Tenant, Tenant will forthwith pay Landlord as damages- a sum equal to the amount by which the base rent, additional rent, and other payments called for hereunder of the remainder of the original term or of any extensions thereof, and, in addition thereto, will during the remainder of the original term and of any extensions thereof pay to Landlord on the last day of each calendar month the difference, if any, between rental which would have been due for such month had there been no such termination and the sum of the amount being received by Landlord as rent from occupants of the Premises, if any, and the applicable pro-rated amount of the damages previously paid to Landlord, Landlord hereby agreeing to use reasonable efforts to minimize damages,
- 25. This Agreement replaces and supersedes any and all prior agreements and/or arrangements whether written, verbal, implied or otherwise.

DATE 12018

#### APPLICANT'S STATEMENT

l, Jay S	samuel Mofenson the: Sole proprietor; partner; corporate principal; ELC/LLP member
	Authorized Signatory
of Loc	okout Hard Cider, LLC , hereby submit this application for Alteration of Premise
	Name of the Entity/Corporation Transaction(s) you are applying for
	inafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the C" and together with the LLA collectively the "Licensing Authorities") for approval.
Appli	nereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in th cation, and as such affirm that all statement and representations therein are true to the best of my knowledge and belie her 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 licersed premises does not violate any requirement of the ABCC or other state law or local ordinances;
(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 Application information 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.
Sig	pnature: Date: April 11, 2018
Tit	le: Owner

#### MANAGER'S CERTIFICATE

Reference is hereby made to the Lookout Hard Cider, LLC, a Massachusetts limited liability company (hereafter the "Company").

Pursuant to the terms of the Company's Articles of Organization and Operating Agreement, the undersigned hereby certifies as follows:

- 1. That there have been no amendments or modifications to the Company's Articles of Organization or Operating Agreement since the Company's certification by the Commonwealth;
- 2. That the Company currently enjoys legal existence and good standing with said Commonwealth;
- 3. That in accordance with the Articles of Organization and the Company's Operating Agreement, the Company's Members held a special meeting on Wednesday, February 25<sup>th</sup>, 2015 at 10:00 AM;
- 4. That all of the Members of the Company were in attendance or participated via telephone;
- 5. That upon and after discussion, the Members took the following votes in furtherance of the Company's business and the establishment of a retail outlet at its principal place of business in Natick, Massachusetts (hereafter the "Premises"); each vote passing unanimously:
  - (a) That Mr. Jay Samuel Mofenson, so long as he is deemed of requisite character and otherwise satisfactory to the licensing authorities, be and is hereby designated manager of the Premises wherein the Company's retail operation shall operate, such Premises consisting of approximately 1600 square feet and containing retail space, a lounge/sitting area and bathrooms, all in accordance with applicable regulations;
  - (b) That the said Mr. Jay Samuel Mofenson is authorized and given full authority and control over said Premises as said Premises is described in the license granted to the Company as well as the conduct of all business therein relative to the sale and consumption of alcoholic beverages as the Company itself could in any way have and exercise if the Company were a natural person and a resident of the Commonwealth; and
  - (c) That John Burns, General Manager of Lookout Farm, the facility within which the Premises is located, shall and is hereby appointed as an authorized representative of the Company, the Premises and the business of the Premises, with full authority to appear before any board, commission, advisory group and/or regulatory authority on behalf the Company and the Premises for any and all purposes.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on behalf of the Company, this 26th day of February, 2015.

Steven B. Belkin Member/Manager

(Cover



## Bekin Family Lookout Farm 89 South Pleasant Street • South Natick, MA 01760

p 508-651-1539 • f 508-651-0439 • lookoutfarm.com

04/11/18

Dear Members of the Natick Board of Selectmen,

Thank you for your continued support of Lookout Farm. As we approach our May  $\mathbf{1}^{\text{st}}$  season opening, we remain committed to strengthening our farm operation by continuing to improve our customer service experience and in turn, our economic viability. As such we are requesting an alteration to our current pouring license.

We seek to add an additional picnic area adjacent to the children's play area in order to accommodate our existing seasonal guests. This picnic area would be contained in a similar fashion as is our taproom patio and our farm produced beer and hard cider would be made available for purchase and consumption within the permitted area. Operation of this picnic area would be limited to weekends and Monday holidays during the months of September and October and the hours of operation of this area would be restricted to the hours between noon and 6pm (with last service at 5pm).

We also seek to add an additional picnic area adjacent to our train depot. The intent of this area is to provide a contained outdoor area where our guests can enjoy a beautiful view of the farm and the stunning sunsets while enjoying our beers and ciders. The operation of this area would be between the months of May 1st- October 31st and limited to Thursdays and Fridays from 3pm until dusk and Saturdays and Sundays from noon until dusk. The intent is to provide a tranquil environment where guests can connect with the farm, family and friends and therefore neither exterior lighting nor music will be permitted during operation.

During hours of operation of both areas, food will be made available and the offerings will be in compliance with the parameters set forth by the Natick Board of Health.

Again, thank you for your consideration and support of our continued efforts to maintain Lookout Farm as an operational agricultural property.

Sincerely,

Jav Mofenson

jmofenson@lookoutfarm.com

(508) 651-1539