

McDERMOTT
QUILTY &
MILLER LLP

28 STATE STREET, SUITE 802
BOSTON, MA 02109

WWW.MQMLLP.COM

4/11/22
April 11, 2022

VIA FEDEX OVERNIGHT DELIVERY

Town of Natick Select Board
Natick Town Hall, 2nd floor
13 East Central Street

**RE: Application for Change of Beneficial Interest, Change of Ownership & Transfer of Stock
SLJ Beverage, Inc. d/b/a Dion's
4 South Ave, Natick, MA 01760**

Dear Madam or Sir:

Enclosed please find the following documents in connection with SLJ Beverage, Inc.'s application for a Change of Beneficial Interest, Change of Ownership and Transfer of Stock to the existing license currently exercised on the premises located at 4 South Ave. Joseph Dion will now be the sole interest holder and officer/director in the licensee entity. As stated in the application materials, prior to Peter Dion selling 85% of SLJ Beverage, Inc. to Joseph Dion, Peter transferred 30% of his interest in an unrelated entity to Leah Santo and Sarah O'Brien in exchange for their 15% each in SLJ Beverage, Inc. Prior to this transfer Peter held 55% of SLJ Beverage Inc. Following the transfer, he owned 85% of SLJ Beverage, Inc. which he has now sold to Joseph Dion. The application package includes the Purchase and Sale Agreement between Joseph and Peter Dion, as well as the transfer agreement between Peter Dion and Sarah O'Brien and Leah Santo. There are no new individuals being added in this application:

1. Monetary Transmittal Form;
2. ABCC Filing Fee Confirmation;
3. Retail Application with Applicant's Statement;
4. Department of Revenue Certificate of Good Standing;
5. Department of Unemployment Assistance Certificate of Compliance;
6. Proof of Funds Letter;
7. Purchase and Sale Agreements;
8. Corporate Vote;
9. Amended Secretary of the Commonwealth Corporate Summary; and
10. \$200.00 filing fee to the Town of Natick.

I appreciate your attention to and courtesy in this matter and ask that you place this matter on the next available meeting agenda. If you have any questions, please do not hesitate to contact me.

Very truly yours,


Marci Costa, Esq.



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)

00017-PK-0768

ENTITY/ LICENSEE NAME SLJ Beverage, Inc.

ADDRESS 4 South Avenue

CITY/TOWN Natick

STATE MA

ZIP CODE 01760

For the following transactions (Check all that apply):

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

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

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

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #: 982af189-bcc8-4449-981c-bce871c63248

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	00017-PK-0768	\$200.00
		\$200.00

Total Convenience Fee: \$0.35

Date Paid: 4/11/2022 2:22:18 PM EDT

Total Amount Paid: \$200.35

Payment On Behalf Of

License Number or Business Name:
00017-PK-0768

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
McDermott Quilty & Miller

Last Name:
LLP

Address:
28 State Street, Suite 802

City:
Boston

State:
MA

Zip Code:
02109

Email Address:
mcosta@mqmlp.com



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**

☐ **Management Agreement** Organization from the Secretary of the Commonwealth

- 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
SLJ Beverage, Inc.	Natick	00017-PK-0768

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

The applicant seeks to change its officers/directors as well as its ownership. Peter Dion, the current Director and 55% interest holder of the licensee has transferred shares of a separate entity to Leah Santo and Sarah O'brien in exchange for their combined 30% interest in the licensee. Sarah and Leah are no longer interest holders or officers/directors of the licensee. Peter Dion has sold his 85% interest in the licensee to current licensee President and director Joseph Dion, who will not be the sole interest holder, officer and director of the licensee. There are no new individuals involved in this amendment.

APPLICATION CONTACT

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

Name	Title	Email	Phone
Marci Costa	Attorney	mcosta@mqmlp.com	617-946-4600

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
Joseph Dion	188 Quail Run, Marshfield, MA		09/09/1985
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
President, Treasurer, Secretary, Treasurer	100%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input checked="" type="radio"/> Yes <input type="radio"/> No			
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

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

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
Joseph Dion	President, Director	15%
Name of Principal	Title/Position	Percentage of Ownership
Leah Santo	Treasurer	15%
Name of Principal	Title/Position	Percentage of Ownership
Sarah Obrien	Secretary, Director	15%
Name of Principal	Title/Position	Percentage of Ownership
Peter Dion	Director	55%
Name of Principal	Title/Position	Percentage of Ownership
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
Joseph Dion	Off-Premises	CMP Beverage, Inc.	Newton

5. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified 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
	SLJ Beverage, Inc.	Natick	Service to an intoxicated person

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):

\$1,014,856.00

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.
Peter Dion	\$2.5M	Loan and Loan Guarantee	<input type="radio"/> Yes <input checked="" type="radio"/> No
Rockland Trust	\$1.5M	Loan	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

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

The applicant is receiving funding through a personal loan by Peter Dion, as well as a loan from Rockland Trust Commercial Lending, which has been guaranteed by Peter Dion. The loans cover the total amount of the Applicant's three transactions with Peter Dion. Attached is a letter from Peter Dion stating the terms of his personal loan and his guarantee of the Rockland Trust loan.

APPLICANT'S STATEMENT

I, Joseph Dion the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager

Authorized Signatory

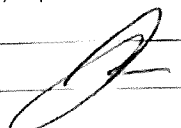
of SLJ Beverage, Inc.

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: 

Date: 3/29/2022

Title: President



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

mass.gov/dor

Letter ID: L1221321152
Notice Date: March 30, 2022
Case ID: 0-001-466-213



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SLJ BEVERAGE
4 SOUTH AVE
NATICK MA 01760-4623

Why did I receive this notice?

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

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

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

What if I have questions?

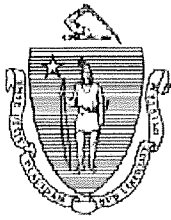
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



390764206

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

SLJ Beverage Inc
4 SOUTH AVENUE
NATICK, MA 01760

EAN: 22006081
March 30, 2022

Certificate Id:57503

The Department of Unemployment Assistance certifies that as of 3/30/2022 ,SLJ Beverage Inc is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

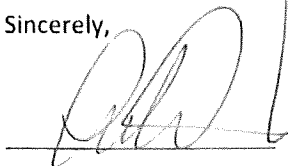
Richard A. Jeffers, Director

Department of Unemployment Assistance

To whom it may Concern,

I Peter M. Dion, am transferring my owned stocks of Dion & Leahan Inc., S&L Liquors Inc., and SLJ Beverage Inc. to my son Joseph N. Dion for \$4,000,000.00 plus the cost of inventory. I personally guarantee a loan from Rockland Trust Commercial lending for \$1,500,000.00 for 7 years, and I will also take installment payments for the remainder of the funds for 20 years at an interest rate of 2.5%.

Sincerely,

A handwritten signature in dark ink, appearing to be 'P. M. Dion', written over a horizontal line.

Peter M. Dion

PURCHASE AND SALE AGREEMENT FOR CORPORATE SHARES
SLJ BEVERAGE COMPANY, INC.

AGREEMENT, made as of March 15, 2022 (the "Agreement") by and between Peter M Dion and Joseph N. Dion, as they are collectively the owners of One Hundred (100.00%) Percent of the issued and outstanding stock of SLJ Beverage, Inc. (the "Corporation" or the "Company").

WITNESSETH THAT:

WHEREAS, the said Joseph N. Dion (as "BUYER") intends to purchase from Peter M. Dion (as "SELLER") all of the shares of the foregoing in the Companies not presently owned by him, such that upon completion of the transaction herein contemplated, said Joseph N. Dion will then be the sole stockholder of the Corporation, and

WHEREAS, this Agreement is intended to set forth the terms and conditions for the sale and purchase of all of the outstanding shares (the Transferred Stock) in the Company not presently owned by Joseph N. Dion, and

WHEREAS, the shares of the Company are presently held as follows:

SLJ Beverage, Inc.---Peter M. Dion---85 shares
Joseph N. Dion---15 shares

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. Purchase and Sale of Stock.

The Seller shall sell to Joseph N. Dion, and transfer ownership of, and said Joseph N. Dion shall purchase from the Seller, at the Closing (as defined in 3, below), the Transferred Stock.

2. Stock Purchase Price.

The purchase price for the Transferred Stock shall be One Million, Fourteen Thousand, Eight Hundred Fifty-Six (\$1,014,856.00) Dollars payable to Peter M. Dion.

Joseph N. Dion has paid at the execution of this Agreement the sum of \$10,000.00 as a deposit toward the purchase price which deposit shall be held in escrow by Bicknell & Smith, Attorneys as escrow agent subject to the terms of this Agreement. Said deposit shall be held by the Escrow Agent in an IOLTA account with no interest to accrue to either Party and shall be duly accounted for at the Closing. In the event that the transaction is not completed due to a failure of a condition upon which BUYER's obligations are contingent as set out herein, or due to SELLER's default hereunder, the Escrow Agent shall return all deposit amounts to the BUYER upon receipt of a written acknowledgment of the termination of this Agreement. In the event that the transaction is not completed due to BUYER's default of its obligations under this Agreement, the Escrow Agent shall tender all deposit amounts to the SELLER within two (2) business days of the receipt of a written acknowledgment of the termination of this Agreement. If Escrow Agent does not receive proper written authorization, or if an action or proceeding to determine SELLER's and BUYER's rights is not begun or diligently prosecuted, the Escrow Agent shall be under no obligation to bring an action or proceeding by him in Court. In the event of a dispute between BUYER and SELLER as to the right to receive the deposit amount, Escrow Agent shall not be made a party to any litigation between the parties, but shall be obligated to deliver the deposit amount to the appropriate party at any time upon the written agreement of the parties, or as determined by a final judgment of a court of competent jurisdiction after exhaustion of all appeals or expiration of any appeal period.

3. Closing.

The Closing ("Closing") shall take place at 12:00 p.m. on May 16, 2022, at the offices of Bicknell & Smith, 26 Brighton Street, Belmont, Massachusetts, or on such other place, date, and/or time as may be mutually agreed upon by the parties. If the Closing is not consummated on or prior to September 16, 2022, this Agreement shall be void and of no further force and effect.

At the Closing:

(a) The Seller shall deliver to Joseph N. Dion certificates representing 85 shares of SLJ Beverage, Inc., all endorsed and in proper form for transfer, being all of the Transferred Stock, and Seller shall thereafter cause such transferred shares to be duly registered in the name of Joseph N. Dion on the stock transfer books of each respective company.

(b) Joseph N. Dion shall deliver to the settlement agent, Bicknell & Smith, Attorneys, by wire transfer the sum of One Million, Four Thousand, Eight Hundred Fifty-Six (\$1,004,856.00) Dollars to be disbursed to the Seller per paragraph 2 hereof, net of Seller expenses and any seller financing per paragraph 7 below plus a proportionate share of inventory being retained by the company as set forth in paragraph 4 below.

(c) All other conditions to Closing set forth in Section 8 shall be either satisfied or waived and all other conditions to Closing set forth in Section 9 shall be either satisfied or waived.

4. Purchase Price Adjustments.

There shall be no adjustments for ongoing accounts receivables or accounts payable nor rent adjustments or pro-rated license fees as Joseph N. Dion will assume all of the foregoing as part of continuing the business of the company.

The only adjustment will be for inventory on hand as of the day of closing. The BUYER acknowledges that the Purchase Price is exclusive of amounts which shall be paid by BUYER to SELLER for alcoholic beverages (to the extent that said alcoholic beverages are contained in sealed bottles and/or containers), foodstuffs/non-alcoholic beverages, and other saleable items (collectively the "Inventory"). After the close of business on the day prior to the Closing Date, a count and list of the Inventory shall be made by an independent third-party representative selected and paid for by the BUYER. At closing, BUYER shall purchase all remaining Inventory (subject to the provisions in sections (i) through (iii) below and shall pay the SELLER for same on a dollar-for-dollar basis at SELLER's last wholesale cost as determined pursuant to section (iii) hereinbelow (the "Purchased Inventory"). The dollar amount of the Purchased Inventory shall be added to the balance of the Purchase Price due on the Closing Date.

(i) Notwithstanding anything to the contrary herein, the Purchased Inventory shall consist of saleable inventory (which is not out of date or obsolete), undamaged and fresh product with a variety of products consistent with the current and customary brands sold in the Business. BUYER shall inspect the inventory to ensure that product has not been compromised, is not broken or damaged, is within expiration dates by a minimum period of sixty (60) days (excluding beer and boxed wines which shall not have expired as of the Closing, and also excluding wine vintages prior to 2009), and is otherwise in the variety of brands and at volumes reasonable for the ongoing operation of the Business.

(ii) Any product found to be in non-compliance with the requirements of section (i) by BUYER at its sole discretion shall be removed by SELLER at the time of taking the inventory and BUYER shall have no obligation to include the same in the Purchased Inventory.

(iii) The last wholesale cost for the Purchased Inventory shall be determined by BUYER together with the SELLER. All of the said individuals shall be present at the time of taking of the inventory and shall determine the basis for the pricing of the Purchased Inventory on a review of the most recent Beverage Journal and the SELLER's mark-up on said product.

5. Sale subject to Lessor's approval.

The parties acknowledge that the operation of the Company is at a location leased from Anton Realty Trust II. Buyer's obligations hereunder are subject to Seller obtaining from said Lessor a written assent to the transfer of control of the company. The form of such assent is to be approved by the Buyer and Buyer's lender if required by said lender.

6. Sale subject to License transfer of control approval.

The parties acknowledge and agree that consummation of the sale contemplated hereunder is subject to written approval by the licensing board of the Town of Natick, as well as approval by the Massachusetts Alcohol Beverage Control Commission. Such approval is for the transfer of control and approval of the new manager of the respective stores.

7. Financing Contingency.

Buyer's obligation to perform hereunder is expressly dependent and contingent on his ability to obtain a purchase money loan from an institutional lender in the amount of Six Hundred Thousand (\$600,000.00) Dollars. A commitment for such loan shall be obtained by Buyer no later than thirty (30) days from the date hereof. If such commitment cannot be obtained within such time period, Seller, at their option, may extend the time period to obtain the loan by two successive thirty (30) day periods. If a commitment for the loan is not obtained by June 10, 2022, either the Buyer or Seller may unilaterally terminate this Agreement by written notice to the other. The financing contingency established hereunder shall extend through the date of closing, and Buyer's obligation to close shall remain dependent on the lender's funding the loan at closing. In addition to the first loan heretofore specified, Peter M. Dion agrees to take back a second lien position in the amount of Six Hundred Twenty-Five Thousand (\$625,000) Dollars for a term of twenty (20) years at an annual interest rate of two and one-half (2.5%) percent, payable interest-only monthly for said term.

8. Representations and Warranties of the Seller.

A. The Seller represents and warrants to Joseph N. Dion, that at the Closing, immediately prior to the transfer of the Transferred Stock, the following shall be true and correct:

(1) The Seller owns all of the Transferred Stock, being all of the issued and outstanding shares of capital stock of the Corporation (except that already held by Joseph N. Dion), The Transferred Stock constitutes the only shares of capital stock of the Corporation issued and outstanding.

(2) The Transferred Stock is duly authorized and validly issued, fully paid and nonassessable, and is free and clear of all encumbrances and all right, title, and interest of all persons other than the Seller, and is subject to no restrictions on transfer that will be breached by the consummation of the transactions contemplated hereby. There are no voting trusts or other agreements with respect to the voting of the capital stock of the Corporation.

(3) There are no outstanding or authorized subscriptions, options, warrants, calls, rights, commitments, or any other agreements of any character which obligate or may obligate the Corporation to issue any additional shares of their capital stock or any securities convertible into or evidencing the right to subscribe for any shares of its capital stock.

B. The Seller represents and warrants to the Buyer, that immediately prior to the transfer of the Transferred Stock on the Closing Date, the following shall be true and correct:

(1) The Corporation is duly organized, validly existing, and in good standing under the laws of Massachusetts, with all requisite corporate power and authority to own and operate its business, and to carry on said business as presently conducted. The Corporation is duly qualified and licensed and in good standing in the jurisdiction in which the business is operated.

(2) The Corporation as of the date hereof, the same to be true on the date of closing, has good and sufficient title to and possession of all of its assets reflected in the company's most recent Financial Statements and reflected in the Accounts Receivable and Inventory Schedules provided to the Buyer, and are free and clear of all mortgages, liens, pledges, charges, claims, encumbrances or the right title and interest of others, and except for taxes not yet due and payable or in good faith contested.

(3) The Corporation does not have and never had any collective bargaining agreements relative to its employees. The company is presently not affected, nor has been affected in the past, by any actual or threatened strike, work stoppage, or other labor disturbance.

(4) Neither the execution and delivery by the Seller nor the performance by them of any of their obligations hereunder will, nor with the giving of notice or the lapse of time or both, would:

(a) conflict with or result in a breach of or constitute a default under any provision of the articles of organization or bylaws of any of the Corporation, or under any material contract, indenture, lease, sublease, loan agreement to which any Seller or the Corporation is a party or by which he, she or it is bound,

(b) violate any order, writ, injunction, decree, law, statute, rule, or regulation applicable to any of the Seller or any of the Corporation, or

(c) result in the creation or imposition of any lien, claim, restriction, charge, or encumbrance, in any event, of a material nature upon any of the assets of any of the Sellers or of the Corporation.

(5) There has heretofore been delivered to Joseph N. Dion consolidated balance sheets of the Corporation as of December 31, 2021, and consolidated statements of income, changes in shareholders' equity, and changes in financial position for the year then ended, (collectively, the "Financial Statements"). The Financial Statements are true correct and complete and fairly present the assets, liabilities, and financial condition of the Corporation as of the date thereof, and fairly present the results of operations for the periods therein referred to. The Corporation does not have any liabilities or obligations of any nature (absolute, accrued, contingent, or otherwise) which are not fully reflected or reserved against in the Financial Statements except for liabilities and obligations incurred in the ordinary course of business and consistent with past practice, and the reserves reflected in the balance sheet to the Financial Statements are adequate, appropriate and reasonable. The Corporation has not guaranteed or assumed any debt or obligation of any person, partnership, corporation, or other entity.

(6) The Corporation has filed timely all federal, state, and local income, excise, property, sales, franchise, license, and other tax returns, reports, and forms required to be filed by it and such returns, reports, and forms are true, correct and complete. All such taxes of the Corporation which have become due have been timely paid without exception. No waivers of the statute of limitations relating to any taxes have been given, and all deficiencies, assessments, interest, penalties, and fines proposed, claimed, made, or levied as a result of such examinations have been paid or settled. The Corporation has withheld and paid to the proper taxing authorities all income and other taxes and amounts required to be withheld or so paid with respect to salary or other compensation of its directors, officers, and employees. No taxing authority is now asserting or threatening to assert any deficiency or assessment for additional taxes or any interest, penalty, or fines.

(7) There is no litigation, arbitration, claim, governmental or other proceedings (formal or informal) or investigation pending or threatened with respect to the Seller or the Corporation or the transactions contemplated hereby and there is no basis therefor. The Corporation is not in violation of, or in default with respect to, any order, judgment, or decree affecting it, its business, or its assets.

(8) Since the date of the Financial Statements there has been no (a) material adverse change in the financial condition, results of operations, business, properties, assets, liabilities, or prospects (financial or otherwise) of the Corporation nor are any such changes threatened, contemplated or anticipated, or (b) material damage, destruction, or loss to any tangible assets or property of the Corporation (whether or not covered by insurance).

(9) The Corporation now has and will continue to have on the Closing Date, adequate insurance (replacement cost) covering the tangible assets and property it owns. In the event of any loss or damage, the proceeds of, or any claims for loss payable under, any insurance policy with respect thereto shall be held by the Corporation, in trust, to repair, replace or restore such lost or damaged assets or property and to restore the Corporation's business to its former condition.

(9) The corporate record books of the Company are in good order, complete, accurate, up to date, with all necessary signatures, and set forth all meetings and actions of the incorporator(s), directors, and any committee thereof and shareholders.

(10) The business conducted by the Corporation and the products sold and distributed by the same conform in all material respects to all applicable federal, state, and local laws, regulations, and rules.

(11) None of the representations or warranties made by the Sellers in this Agreement or in any document delivered pursuant hereto or in connection with transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits to state a material fact necessary to make any statement or fact contained herein or therein not misleading.

9. Pre-Closing Covenants of Sellers.

The Seller covenants that between the date of this Agreement and the Closing he shall:

(a) give to Joseph N. Dion, his employees, and agents, including his accountants and attorneys, full access to all of the books of account, records, permits, franchises, plans, and other business records at reasonable times and for reasonable periods for the purpose of examining and inspecting the same and making copies of and taking extracts from such records and documents.

(b) carry on the business of the Corporation diligently and substantially in the same manner as heretofore carried on, taking no action whose probable result would be to impair any of the companies' goodwill and making no material adverse change in any of its assets, properties, business, contracts, leases, licenses or other agreements, insurance, methods of operation or management of its business without Joseph N. Dion's prior consent. Sellers will cause the Corporation not to sell, transfer, give, voluntarily encumber, pledge or otherwise dispose of or impair, in any way, any of their right, title, and interest in and to any of its assets or property except for bona fide sales of inventory in the normal course of business.

10. Conditions Precedent to Closing by the Purchaser.

The obligation of Joseph N. Dion to consummate the transactions contemplated at the Closing is subject to the fulfillment, at or prior to the Closing, of each of the following conditions, each of which said Dion may waive:

(a) All of the agreements and covenants contained in this Agreement that are to be complied with, satisfied, and performed by the Seller on or before the Closing Date shall have been fully performed.

(b) All of the representations and warranties made by the Seller in this Agreement or in any certificate or document furnished or to be furnished to Joseph N. Dion hereunder, shall be true and correct as of the Closing Date as if such representation and/or warranty was made on such date. Any representation or warranty or schedule, including but not limited to the Inventory Schedule and the Accounts Receivable Schedule, both as defined in (c) below, however, which is dated as of a date other than the Closing Date shall be true and correct only as of its date, and not the Closing Date.

(c) The Seller shall have delivered to Joseph N. Dion a schedule of the inventory of the store operated by the Corporation as of the day prior to closing (the "Inventory Schedule") and a schedule of accounts receivable of the Corporation as of the same date (the "Accounts Receivable Schedule").

(d) The Seller shall have cooperated in all of Joseph Dion's investigations and due diligence regarding the assets, properties, and businesses of the Corporation, and the results of all such investigations and due diligence shall be reasonably satisfactory to said Dion in all material respects.

(e) Joseph N. Dion shall have received certificates signed by the Seller dated as of the Closing Date stating that (i) all of the representations and warranties of the Seller, set forth in Section 5 are correct at the Closing Date, (ii) all of the agreements and covenants set forth in this Agreement to be satisfied, complied with and/or performed by the Seller, have been performed or have been waived and (iii) all of the other conditions set forth in this Section 8 as precedent to Joseph Dion's obligation to close on the Closing Date, to the extent required to be fulfilled by the Seller have been fulfilled.

(f) The business of the Corporation shall not have been adversely affected, whether by fire, casualty or act of God, or otherwise, and there shall have been no other adverse changes to such

businesses or their assets including the leasehold since the date of the Agreement.

(g) No action or proceeding before any court or governmental body shall have been instituted by, or threatened by, any government or agency thereof, or by any other third party, to restrain or prohibit the consummation of any of the transactions herein contemplated.

(h) All necessary authorizations, approvals, and consents of all federal, state, municipal, or other governmental entities or other third parties required to be obtained by the Seller in connection with the transactions contemplated by this Agreement have been obtained, and

(i) The consummation of the transactions contemplated hereby on the part of the Seller does not violate the articles of organization or by-laws of the Corporation or the provisions of any law or governmental regulation.

11. Further Assurances.

From time to time after the Closing, at Joseph Dion's request and without further consideration, the Seller shall execute and deliver such other and further instruments of conveyance, assignment, transfer, and consent, and take such other action, as said Dion may reasonably request for the more effective conveyance and transfer of ownership of the Transferred Stock and any other assets of the Corporation and to effectuate the transactions hereby contemplated.

12. No Announcements.

The Seller and Joseph N. Dion will consult and cooperate with each other as to the timing and content of any announcement of the transactions contemplated hereby to the general public and to any and all of the Corporation's employees, customers, and suppliers. No party will make any announcements related to this Agreement or the transactions contemplated hereby to the general public without the prior consent of the others, provided, however, nothing herein shall prevent any party from making any disclosure required by law.

13. Brokerage.

The Seller and Joseph N. Dion hereby represent and warrant to each other that neither has engaged or dealt with any broker, finder, or other agents in connection with the entry into this Agreement or the transactions contemplated hereby.

14. Expenses.

Whether or not the purchase contemplated by this Agreement is consummated, each party will pay its respective expenses incurred in connection with the origin, negotiation, execution, and performance of this Agreement.

14. Entire Agreement, Waivers.

This Agreement (including exhibits and schedules) represents the entire agreement of the parties and supersedes all prior agreements, negotiations, and understandings, oral or written among the parties with respect to the subject matter hereof. No interpretation, change, waiver, termination, or modification of any provision of this Agreement will be binding upon any party unless in writing and signed by all of the parties.

15. Notices.

All notices hereunder shall be in writing and shall be delivered by hand or sent by certified mail, postage prepaid or by e-mail with confirmation of receipt, addressed if to a Seller via his counsel, Andrew E. Bram, Esq., Bicknell & Smith, 26 Brighton Street, Belmont, MA 02478--e-mail: aeb@bicknellsmith.com and if to the Buyer, to his counsel, Stephen V. Miller, Esq., McDermott, Quilty & Miller, 28 State Street, Boston, MA 02109--e-mail: smiller@mqmlp.com, as such may be from time to time modified by notice hereunder, and shall be deemed effective when delivered if sent by hand or if mailed when deposited in the mails, or by e-mail if there is confirmation of receipt.

16. Governing Law; Jurisdiction.

This Agreement shall be construed under and governed by the laws of The Commonwealth of Massachusetts among Massachusetts residents entered into and to be performed entirely within said commonwealth. Any proceeding to enforce this Agreement may be brought in any appropriate state or federal court in The Commonwealth of Massachusetts. All parties hereto hereby irrevocably waive any present and future objection to any such jurisdiction and venue and irrevocably consent and submit to the non-exclusive jurisdiction for themselves and any of their property in any such court. Judgment in any such action shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of that fact and/or the amount of the obligation.

17. Successors and Assigns.

This Agreement shall be binding upon the parties hereto, their respective heirs, representatives, successors and assigns provided that this Agreement may not be assigned by any party without the consent of the other.

18. Captions.

Captions are supplied herein for convenience only and shall not be deemed to be part of this agreement for any purpose.

19. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

20. Severability.

If any general term or condition of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement and such term or condition, except to such extent or application, shall not be affected thereby, and each and every term and condition shall be valid and enforced to the fullest extent and in the broadest application permitted by law.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as an instrument under seal as of the day and year first above written.

Sellers:

Peter M. Dion

Buyer:

Joseph N. Dion

3/23/22

CONSENT OF THE SHAREHOLDERS OF
CMP BEVERAGE, INC. AND SLJ BEVERAGE, INC.

The undersigned being all the shareholders of two (2) certain Massachusetts business corporations, being CMP Beverage, Inc. (416 Watertown Street, Newton) and SLJ Beverage, Inc. (4 South Avenue, Natick), and also being immediate family members, Peter M. Dion (father), Joseph N. Dion (son), Leah A. Santo (daughter), and Sarah D. O'Brien (daughter), first acknowledge and agree that present ownership of all of the issued stock of the two (2) corporations is as follows: For CMP Beverage, Peter M. Dion owns Fifty-Five (55) of the issued and outstanding shares and Joseph N. Dion owns Fifteen (15) shares of issued and outstanding stock, Leah A. Santo owns Fifteen (15) shares of the issued and outstanding stock, and Sarah D. O'Brien owns Fifteen (15) shares of the outstanding and issued stock; and for SLJ Beverage, Peter M. Dion owns Fifty-five Thousand (55,000) shares of the issued and outstanding stock, Joseph N. Dion owns Fifteen Thousand (15,000) shares of the issued and outstanding stock, Leah A. Santo owns Fifteen Thousand (15,000) shares of the issued and outstanding stock, and Sarah D. O'Brien owns Fifteen Thousand (15,000) shares of the outstanding and issued stock.

Following family discussions regarding reorganizing the ownership of the two (2) subject corporations, the aforesaid shareholders hereby consent in writing to the action set forth in the votes Immediately hereinafter following pursuant to Section 7.04 of the Massachusetts Business Corporations Act (M.G.L. C. 156D):

VOTED: Effective April 1, 2022, the following share exchanges among the referenced shareholders shall be accomplished.

1. Joseph N. Dion transfers his Fifteen (15) shares in CMP Beverage, Inc. to Peter M. Dion such that said Peter M. Dion will then own Seventy (70) shares of CMP Beverage, Inc., and Leah A. Santo and Sarah D. O'Brien will each own Fifteen (15) shares.

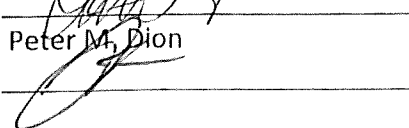
2. Leah A. Santo transfers her Fifteen Thousand (15,000) shares in SLJ Beverage, Inc. to Peter M. Dion and Sarah D. O'Brien transfers her Fifteen Thousand (15,000) shares of SLJ Beverage, Inc. to Peter M. Dion, such that after these transfers in SLJ Beverage, Peter M. Dion will own Eighty-five Thousand (85,000) shares of said corporation, and Joseph N. Dion will own Fifteen Thousand (15,000) shares.

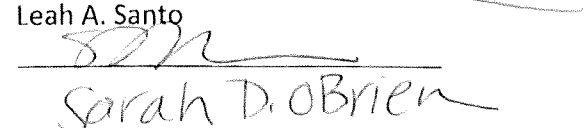
VOTED: That the foregoing shareholders acknowledge, agree, and accept that in conjunction with a separate consent executed contemporaneously herewith for shares of a different family corporation being D and L Liquors, Inc., between Peter M. Dion and Sarah D. O'Brien and Leah A. Santo and an agreement for the sale of SLJ Beverage, Inc. to Joseph N. Dion, the relative values of the transferred shares are equivalent such that no gain or loss is recognized to any shareholder as a result of these transfers.

Acknowledged and agreed as of the 31t day of March, 2022.


Peter M. Dion


Leah A. Santo


Joseph N. Dion


Sarah D. O'Brien

Joseph N. Dion

Sarah D. O'Brien

ENTITY VOTE

The Board of Directors or LLC Managers of

SLJ Beverage, Inc.

Entity Name

duly voted to apply to the Licensing Authority of

Natick

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

3/29/2022

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

Joseph Dion

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,

Corporate Officer /LLC Manager Signature

Joseph Dion

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

Corporations Division

Business Entity Summary

ID Number: 001122580

[Request certificate](#)[New search](#)

Summary for: SLJ BEVERAGE INC.

The exact name of the Domestic Profit Corporation: SLJ BEVERAGE INC.**Entity type:** Domestic Profit Corporation**Identification Number:** 001122580**Date of Organization in Massachusetts:**
12-06-2013**Last date certain:****Current Fiscal Month/Day:** 12/31**Previous Fiscal Month/Day:** 12/31**The location of the Principal Office:**

Address: 4 SOUTH AVE.

City or town, State, Zip code, NATICK, MA 01760 USA
Country:**The name and address of the Registered Agent:**

Name: JOSEPH DION

Address: 4 SOUTH AVE.

City or town, State, Zip code, NATICK, MA 01760 USA
Country:**The Officers and Directors of the Corporation:**

Title	Individual Name	Address
PRESIDENT	JOSEPH N DION	188 QUAIL RUN MARSHFIELD, MA 02050-2077 USA
TREASURER	JOSEPH N DION	188 QUAIL RUN MARSHFIELD, MA 02050-2077 USA
SECRETARY	JOSEPH N DION	188 QUAIL RUN MARSHFIELD, MA 02050-2077 USA
DIRECTOR	JOSEPH N DION	188 QUAIL RUN MARSHFIELD, MA 02050-2077 USA

Business entity stock is publicly traded: ☐**The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:**

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CNP	\$ 0.00	100,000	\$ 0.00	0

☐ **Consent**
☐ **Confidential Data**
☐ **Merger Allowed**
☐ **Manufacturing**

View filings for this business entity:

ALL FILINGS
 Administrative Dissolution
 Annual Report
 Application For Revival
 Articles of Amendment
 Articles of Certificate of Incorporation

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Comments or notes associated with this business entity:

[New search](#)

D

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Organization

FORM MUST BE TYPED

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

ARTICLE I

The exact name of the corporation is:

SLJ Beverage INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

To conduct and carry on any and all aspects of owning, operating and managing package stores, restaurants, taverns, cafes, bars, and other eating and drinking establishments of all kinds and descriptions; and to carry on any business permitted by the laws of the Commonwealth of Massachusetts to a corporation organized under Chapter 156D of the General Laws, whether or not expressly enumerated herein.

ARTICLE III

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

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	100,000			

*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

None.

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

None.

ARTICLE VI

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

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

ARTICLE VII

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

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
4 South Avenue, Natick, MA 01760
- b. The name of its initial registered agent at its registered office:
Joseph Dion
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Joseph Dion, 40 Ellery Road, Waltham, MA 02453

Treasurer: Leah Santo, 1 Walnut Hill Drive, Natick, MA 01760

Secretary: Sarah Obrien, 37 Strathmore Road, Wakefield, MA 01880

Director(s): Peter Dion, 204 Foster Avenue, Marshfield, MA 02050

- d. The fiscal year end of the corporation:
December 31
- e. A brief description of the type of business in which the corporation intends to engage:
Retail sale of alcoholic beverages
- f. The street address of the principal office of the corporation:
4 South Avenue, Natick, MA 01760
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

4 South Avenue, Natick, MA 01760, which is
(number, street, city or town, state, zip code)

- ☒ its principal office;
☐ an office of its transfer agent;
☐ an office of its secretary/assistant secretary;
☐ its registered office.

Signed this 12 day of November, 2013 by the incorporator(s):

Signature: 

Name: Joseph Dion

Address: 40 Ellery Road, Waltham, MA 02453

1211391

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

520

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

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 6 day of Dec, 2013, at 2:15 a.m./p.m. (C)
time

Effective date: _____
(must be within 90 days of day submitted)

William Francis Galvin

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

[Signature]

Examiner

Name approval

Filing fee: \$275 for up to 275,000 shares plus \$100 for each additional 100,000 shares or any fraction thereof.

TO BE FILLED IN BY CORPORATION

Contact Information:

C

M

Karen D. Simao, Esq. / McDermott, Quilty & Miller LLP

131 Oliver Street, 5th Floor

Boston, MA 02110

Telephone: (617) 946-4600

Email: (617) 946-4624

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

SECRETARY OF THE
COMMONWEALTH
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CORPORATIONS DIVISION