



PERMANENT FOOD SERVICE APPLICATION

Town of Falmouth - Code Enforcement Office

Phone - 207-699-5310

Permit # 5070 Check # 1194 Fee: \$50 Int
 Map/Lot 224-005 Zone VCL
 Received 6-4-20 Issued
 Address of food service establishment: 240 USRT 1

Property Owner Information

Applicant Information

Name Falmouth Ventures, LLC Jeff Gove

Name Ricetta's Brick Oven Ristorante

Address 7 Swain Drive

Address 240 Rout One, Unit A

Hampton Falls, NH 03844

Falmouth, ME 04105

Phone 508-341-2263 Email jeffreygove@yahoo.com

Phone 207-781-3100 Email accounting@ricettas.com

Applicant Signature Upon Submittal [Signature]

Date: 5/13/2020

Please provide the following information

- Written consent of property owner
- Copy of state license
- Demonstration of sufficient parking
- Fees paid (Permanent food service license - \$50)

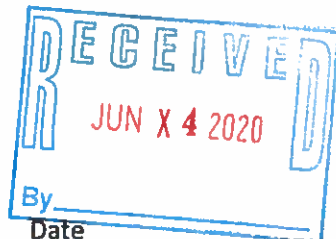
(Please read below. The permit is not considered issued until signed and dated below by the applicant.)

No license shall be issued unless the applicant has submitted a copy of a current State of Maine Department of Health and Human Services license to the code enforcement officer. No license shall be valid if such state license has expired. The town and state licenses shall be posted in a conspicuous place. No license shall be approved, either new or renewal, without a public hearing by the town council. Such hearing shall be noticed no later than 7 days prior to the hearing date by publication in a local newspaper. Licenses shall be valid for a one year period, commencing July 1 and ending June 30. Any license issued after July 1 shall expire on June 30 of the following year.

On this date 5-13-20, I Ronald Stebbins have read and understand the above statement and attached ordinance requirements as well as paid for my completed permit application.

License Conditions:

Signature of Code Enforcement Officer



Department review comments

Police:

Fire:

Public Works:

Community Development:

Town Council Hearing Date : ___/___/___

Approval: Yes ___ No ___

Conditions:

State of Maine

DEPARTMENT OF HEALTH AND HUMAN SERVICES

EST ID: 9382

EATING AND CATERING 200 Seats (in)

RICETTAS BRICK OVEN RISTORANTE
240 US RTE 1 UNIT A
FALMOUTH ME 04105-1367

EXPIRES: 10/27/2020

FEE: \$275.00

ATTN RON STEPHAN
WORLDWIDE MEATBALLS LLC
RICETTAS BRICK OVEN RISTORANTE
PO BOX 7211
PORTLAND ME 04112



Jeanne M. Lombardi
Commissioner

NON-TRANSFERABLE

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS AGREEMENT made this 1st day of December, 2015 by and between **RICETTA'S, INC.**, a Maine corporation whose mailing address is 240 U.S. Route One, Falmouth, Maine 04105 (the "Assignor"), **WORLDWIDE MEATBALLS, LLC**, a Maine limited liability company with a mailing address of 16 Casco Street, Portland, Maine 04101 (the "Assignee") and **FALMOUTH VENTURES, LLC**, a Rhode Island limited liability company with a mailing address of 7 Thornton Street, Seabrook, NH 03874 ("Landlord").

WITNESSETH:

WHEREAS, Assignor is a Tenant under a certain Lease with Landlord dated March 23, 2015 (the "Lease"); and

WHEREAS, Assignor desires to assign and Assignee desires to acquire, the rights and obligations of Assignor under the Lease.

NOW, THEREFORE, in consideration of One Dollar and other valuable consideration the sufficiency and receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest as Tenant in and to the Lease, together with all obligations, covenants, terms, provisions and agreements in the Lease applicable to the Tenant, and subject to any and all encumbrances and restrictions affecting Assignor's interest in the Lease. Assignor represents that, to the best of its knowledge and belief, it has duly and punctually performed all of its obligations as Tenant under the Lease and is not presently in terminable default thereunder. Assignor hereby agrees to indemnify and hold Assignee harmless from any and all losses, claims, demands, actions, causes of actions, suits, proceedings, damages, liabilities and other costs and expenses of every nature whatsoever, incurred by Assignee and arising out of, caused by, or as a result of Assignor's use and occupation of the leased premises on or prior to the date hereof or Assignor's breach of any covenant, stipulation, agreement or obligation set forth in the Lease, including without limitation, reasonable attorneys' fees which Assignee may incur by virtue of any claim asserted against Assignee related to the Lease.

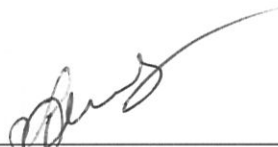
2. Acceptance. Assignee hereby assumes the Lease and all of the obligations, terms, provisions and agreements applicable to the Tenant thereunder and agrees to pay and perform all of such obligations, terms, provisions and agreements. Assignee further hereby accepts this assignment and transfer and promises and agrees to and with the Landlord to perform faithfully all covenants, terms, provisions, stipulations, agreements and obligations of the Tenant under the Lease. Assignee hereby agrees to indemnify and hold Assignor harmless from any and all losses, claims, demands, actions, causes of actions, suits, proceedings, damages, liabilities and other costs and expenses of every nature whatsoever, incurred by Assignor and arising out of, caused

by, or as a result of Assignee's use and occupation of the leased premises from and after the date hereof.

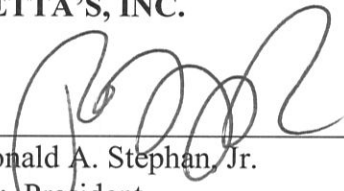
3. Landlord's Consent. Landlord hereby consents to the assignment by Assignor to Assignee of its rights as Tenant under the Lease, acknowledges that, to Landlord's knowledge, Tenant has fully performed all of its obligations under the Lease through the date hereof and is not in default (nor subject to pending notice of default) under any term of the Lease, acknowledges that Assignee shall become the sole responsible party under the Lease and hereby releases Assignor from any further liability under the Lease.

4. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

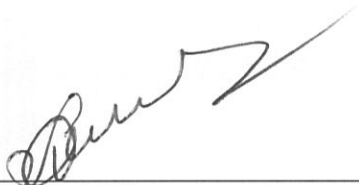
IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Lease the day and year first above written.



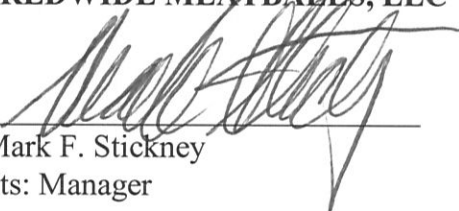
Witness

RICETTA'S, INC.
By: 

Ronald A. Stephan, Jr.
Its: President



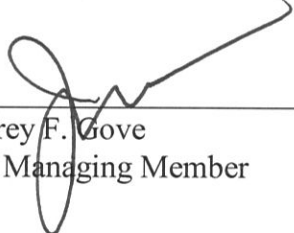
Witness

WORLDWIDE MEATBALLS, LLC
By: 

Mark F. Stickney
Its: Manager



Witness

FALMOUTH VENTURES, LLC
By: 

Jeffrey F. Gove
Its: Managing Member