



PERMANENT FOOD SERVICE APPLICATION

Town of Falmouth - Code Enforcement Office

Phone - 207-699-5310

Permit # 4398

Check # 2110

Fee: \$50

Int. [Signature]

Map/Lot U12-0020N

Zone VC1

Received 7-18-19

Issued _____



Address of food service establishment: 265 US ROUTE 1, FALMOUTH, MAINE 04105

Property Owner Information

Applicant Information

Name 20 THAMES STREET LLC

Name NOURIA ENERGY RETAIL, INC.

Address P.O. BOX 910

Address 326 CLARK STREET

WESTBROOK, MAINE 04098-0910

WORCESTER, MA 01606

Phone _____ Email _____

Phone 508-762-3724 Email PERMITS@NOURIAENERGY.COM

Applicant Signature Upon Submittal [Signature]

Date: 7/8/2019

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 7/8/2019, I REBECCA I. SHURTLEFF 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 _____ Date _____



COPY

Lease with Amendment and Assignment

THIS INDENTURE made this 12th day of May, 1986, between FALMOUTH REALTY ASSOCIATES (Hereinafter collectively referred to as "Lessor"), and EMBASSY CONVENIENCE STORES, INC., a New Hampshire corporation (hereinafter referred to as Lessee).

W I T N E S S E T H :

That in consideration of the covenants herein contained on the part of Lessee to be kept, observed and performed, Lessor hereby demises and leases unto Lessee a certain parcel of land situated in the Lessor's Shopping Center on Route 1, Falmouth, Maine, known as Falmouth Shopping Center, and shown as "Leased Area" (hereinafter referred to as the "Premises"), on the plan attached hereto marked Exhibit "A"; together with the right of Lessee, its employees and customers to have access to the Premises on foot and by vehicle from the adjoining ways and parking lot and across said parking lot from ways abutting the same, in common with all others entitled thereto.

TO HAVE AND TO HOLD the Premises hereby demised unto the Lessee for a term of five (5) years commencing on May 1, 1986, provided that in no event shall the term commence subsequent to the date the Lessee opens for business on the Premises.

YIELDING AND PAYING rent as follows:

(a) Lessee covenants and agrees to pay Lessor as base rent one thousand dollars (\$ 1,000.00) per month payable in advance without notice or demand, the first such payment to be made on

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT made this 31^{*} day of October, 2007 by and between LAMPRON ENERGY, INC., a Maine corporation with a mailing address of P.O. Box 1360, Standish, ME 04084 (hereinafter referred to as "Assignor"), FREDERIC OESCHGER, whose mailing address is P.O. Box 1360, Standish, ME 04084 (hereinafter referred to as "Guarantor"), NOURIA ENERGY RETAIL MAINE, INC., a Maine corporation with a mailing address of 352 Boston Turnpike, Shrewsbury, MA 01545 (hereinafter referred to as "Assignee") and FALMOUTH REALTY ASSOCIATES, whose mailing address is 200 Stuart Street, Boston, MA 02116 (hereinafter referred to as "Lessor")

WITNESSETH:

WHEREAS, Assignor is the Tenant under a certain Lease with Lessor dated May 12, 1986 as amended by First Amendment to Lease dated October 19, 1999 (the "Lease"), the Lease having been assigned to Assignor by Assignment, Assumption and Consent Agreement dated October 20, 1999; and

WHEREAS, the obligations of Assignor under the Lease have been guaranteed by Frederic Oeschger by Guaranty dated October, 20, 1999; and

WHEREAS, Assignor desires to assign and Assignee desires to acquire and assume the rights and obligations of Assignor under the Lease and Lessor has agreed to the terms of the Assignment as contemplated by this Agreement.

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 of Lease. Effective November 1, 2007 (the "Closing Date"), Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest as Tenant in and to the Lease, subject, however, to the terms, covenants and conditions of the Lease and this Agreement.

2. Acceptance. Assignee hereby accepts this assignment, and from and after the Closing Date, promises and agrees to perform faithfully all covenants, stipulations, agreements and obligations of the Tenant under the Lease that first arise or accrue after the Closing Date.

AMENDED AND RESTATED LEASE

THIS AMENDED AND RESTATED LEASE made as of this 30th day of APRIL, 2011, between FALMOUTH REALTY ASSOCIATES, a Maine trust (hereinafter referred to as "Lessor"), and NOURIA ENERGY RETAIL MAINE, INC., a Maine business corporation (hereinafter referred to as "Lessee").

RECTIALS:

1. The parties are each party to a Lease dated May 12, 1986, as amended by First Amendment to Lease dated October 19, 1999 concerning the Premises (as defined below) (the 1986 Lease, as amended, the "Original Lease").
2. Lessee is the assignee under the Original Lease by assignment dated on or about October 31, 2007.
3. Lessee has requested and Lessor has agreed to an extension of the current term of the Original Lease, and the addition of further extension terms, and the parties have agreed to other modifications and changes in the terms of the Original Lease, all such terms being contained in this Amended and Restated Lease.
4. This Amended and Restated Lease is intended to completely amend, restate and replace the Original Lease in its entirety, and is intended by the parties to entirely supersede and replace as of the date of full execution hereof the Original Lease in all respects and the Original Lease shall be of no further force and effect. The Original Lease, as so amended and restated hereby, is hereinafter referred to as the "Lease."

TERMS:

1. Premises. That in consideration of the covenants herein contained on the part of Lessee to be kept, observed and performed, Lessor hereby demises and leases unto Lessee a certain parcel of land situated in the Lessor's Shopping Center on Route 1, Falmouth, Maine, known as Falmouth Shopping Center (the "Shopping Center"), and shown by cross-hatching as "Leased Area" (hereinafter referred to as the "Premises") on the plan attached hereto marked Exhibit A; together with the right of Lessee, its employees and customers to have access to the Premises on foot and by vehicle from the adjoining ways and parking lot and across said parking lot from ways abutting the same, all as the same may be modified or relocated from time to time in common with all others entitled thereto, and subject to all easements and conditions of record affecting same and any current and future reasonable rules and regulations as to use and enjoyment thereof promulgated by Lessor.
2. Term. TO HAVE AND TO HOLD the Premises hereby demised unto the Lessee for a



ASSIGNMENT AND ASSUMPTION OF LEASE

AGREEMENT made this 23 day of March 2018, by and between LOUIS N. VINIOS, of Boston, Massachusetts, as Trustee of FALMOUTH REALTY ASSOCIATES, a Real Estate Nominee Trust w/d/t dated December 30, 1966 and recorded at the Cumberland County Registry of Deeds in Book 3036, Page 419, as amended, and having a mailing address of c/o JPA Management LLC, 45 Braintree Hill Office Park, Suite 402, Braintree, Massachusetts 02184 ("Assignor") and 20 THAMES STREET LLC, a Maine limited liability company, with a mailing address of P.O. Box 910, Westbrook, Maine 04098-0910 and 122 PTIP LLC, a Maine limited liability company, with a mailing address of P.O. Box 4894, Portland, Maine 04112 (collectively, "Assignee").

WHEREAS, Assignor is the Landlord under those certain leases (the "Leases") identified on the Rent Roll attached hereto as Exhibit A respecting the premises commonly known as Falmouth Shopping Center located at 251 U.S. Route One, Falmouth, Maine (the "Premises"); and

WHEREAS, Assignor conveyed the Premises to Assignee (as tenants-in-common, a one-half (1/2) interest in common and undivided to 20 THAMES STREET LLC and a one-half (1/2) interest in common and undivided to 122 PTIP LLC) by deed of near or even date herewith and to be recorded in the Cumberland County Registry of Deeds; and

WHEREAS, in connection with the aforesaid conveyance, Assignor desires to assign and transfer its interest in and obligations under the Leases to Assignee, and Assignee desires to accept said assignment and transfer and assume said obligations upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the Premises and of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee all of its right, title and interest as Landlord in and to the Leases, together with all security deposits and rent due thereunder from the date hereof. Assignor represents and warrants to the best of its knowledge to Assignee: (a) that the Leases are the only leases relating to the Premises, (b) that the Leases are in full force and effect and except as reflected in the documentation previously provided by Assignor to Assignee, have not been amended, (c) that Assignor is not currently in terminable default in the performance of any of its obligations under the Leases and has no knowledge of any claims, offsets or defenses of any Tenant under the Leases nor any basis for asserting the same, (d) that except as reflected in the documentation previously provided by Assignor to Assignee, including the rent, CAM and expense information used to prepare the settlement statement for the aforesaid conveyance, no rent or additional rent for any period subsequent to the month of March 2018 has been collected, and that to the best of Assignor's knowledge, no Tenant is in default under any terms of the Leases. Assignor hereby agrees to indemnify, defend and save Assignee harmless from and against any and all losses, damages and liabilities of any nature whatsoever, including, without limitation, reasonable attorneys' fees and expenses incurred by Assignee arising out of Assignor's noncompliance with or breach of any term, condition, provision, or covenant on the part of the Landlord under the Leases occurring prior to the date hereof.



State of Maine

SERIAL NUMBER

Department of Agriculture, Conservation & Forestry
Division of Quality Assurance & Regulations
28 State House Station, Augusta, ME 04333-0028
(207) 287-3841

119432

2-22828

November 30, 2018

December 31, 2019

LICENSE NUMBER

DATE OF ISSUE

DATE OF EXPIRATION

This certifies that

Falmouth Car Wash #01003
Nouria Energy Retail Maine Inc
326 Clark ST

Worcester, MA 01606-

CONVENIENCE STORE

Location: 251 US Route 1, Falmouth

This certificate is valid only between the date issued and expiration date appearing herein. Only the named holder at the location for which issued may use it.

The person named herein is authorized to sell or manufacture food products, fuel and/or sell or repair weighing and measuring devices as permitted by law for the listed authorizations.

This certificate and/or each type of authorization represented is subject to suspension, revocation or cancellation as authorized by Maine Revised Statutes.

LICENSE TYPE

DESCRIPTION OF LICENSE AUTHORIZATIONS

FEE

License Type	Authorizations	Fee
Retail Meat	Prepackaged for Direct Sale	10.00
Retail Food Establishment	0 to 10 Prepackaged Meat Prepackaged Food	20.00
Retail Fuel	Nozzles: 25	500.00
TOTAL:		530.00



Department of Agriculture, Conservation & Forestry

Division of Quality Assurance

Commissioner

Director



Note: Please have the bank mail the check back to the office and return it to me. Thanks!

Check Request Form

Date: 7/8/2019

Payable To: TOWN OF FALMOUTH
ATTN: CODE ENFORCEMENT *asap*
271 FALMOUTH ROAD
FALMOUTH, MAINE 04105

Amount: \$50.00

Account # (Accounting Use):

Explanation / Description (Including Location if Applicable)

RETAIL FOOD ESTABLISHMENT FOR #01003 (TO REPLACE COMMON VICTUALLER
LICENSE)

Requesting Signature:



Approval Signature:

Comments:



January 2, 2019

All Cities/Towns

Connecticut, Rhode Island, Massachusetts, New Hampshire and Maine

Re: Applications (new and renewal), Permits and Licenses

To Whom It May Concern,

Please mail or email all permit and license applications, whether for new or renewal of service, as well as the actual permits and licenses to the following to ensure timely execution, processing and compliance:

Nouria Energy Corporation
Attn: Licensing
326 Clark Street
Worcester, MA 01606
permits@nouriaenergy.com
508-762-3724

Kind Regards,

Rebecca Shurtleff
Coordinator

Nouria Energy Corporation
J&S Oil Co., Inc.
NEC OPCO I, Inc.
326 Clark Street
Worcester, Massachusetts 01606
O: (508) 762-3724
F: (508) 762-3701
E: Becca.Shurtleff@Nouriaenergy.com