



**PERMANENT FOOD SERVICE APPLICATION**

**Town of Falmouth - Code Enforcement Office**

**Phone -- 207-699-5310**

Permit # 4304 Check # 452 Fee: \$50 Int pm  
Map/Lot 024-005 Zone VCI  
Received 6-3-19 Issued \_\_\_\_\_

Address of food service establishment: 240 US RT 1 Unit A1

**Property Owner Information**

**Applicant Information**

Name Falmouth Ventures, LLC Jeff Gove

Name Ricetta's Brick Oven Ristorante

Address 7 Swain Drive  
Hampton Falls, NH 03844

Address 240 Route One, Unit A  
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: 6/3/19

**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 June 3, 2019, I Ronald A. Stephan, Jr. 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 \_\_\_\_\_

# State of Maine

DEPARTMENT OF HEALTH AND HUMAN SERVICES

EST ID: 9382

EATING AND CATERING 200 Seats (in)

RICETTAS BRICK OVEN RISTORANTE

EXPIRES: 10/27/2019

240 US RTE 1 UNIT A

FALMOUTH ME 04105-1367

FEE: \$275.00

ATTN RON STEPHAN

WORLDWIDE MEATBALLS LLC

RICETTAS BRICK OVEN RISTORANTE

PO BOX 7211

PORTLAND ME 04112



*Bethany L. Ho*

Acting Commissioner

NON-TRANSFERABLE

## ASSIGNMENT AND ASSUMPTION OF LEASE

THIS AGREEMENT made this 1<sup>st</sup> 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.

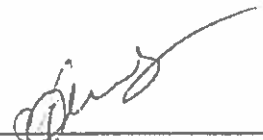
2. Acceptance. Assignee hereby assumes the Lease and all of the obligations, terms, provisions and agreements applicable to the Tenant thereunder and agrees to pay and perform all of such obligations, terms, provisions and agreements. Assignee further hereby accepts this assignment and transfer and promises 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

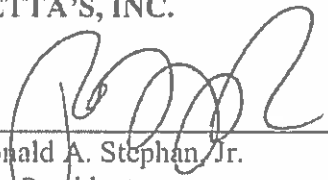
by, or as a result of Assignee's use and occupation of the leased premises from and after the date hereof.

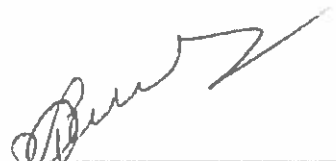
3. Landlord's Consent. Landlord hereby consents to the assignment by Assignor to Assignee of its rights as Tenant under the Lease, acknowledges that, to Landlord's knowledge, Tenant has fully performed all of its obligations under the Lease through the date hereof and is not in default (nor subject to 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.

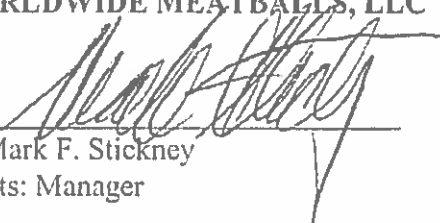
4. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

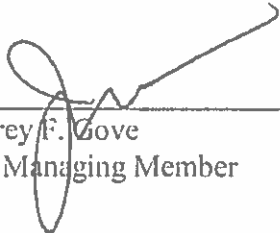
  
\_\_\_\_\_  
Witness

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



50 Kennedy Plaza, Suite 1500  
Providence, RI 02903-2319  
p: 401-274-2000 f: 401-277-9600  
hinckleyallen.com

**David J. Tracy**  
dtracy@hinckleyallen.com  
Direct Dial: (401) 457-5280

March 24, 2015

Ricetta's Inc.  
240 US Route One  
Unit A  
Falmouth, ME 04105  
Attn: Ronald A. Stephan, Jr.

Re: Ricetta's Inc., Falmouth, ME

Dear Ron:

Enclosed please find one original fully-executed lease for the location in the Falmouth Village Shopping Center.

Please feel free to contact me if you have any questions.

Very truly yours,

David J. Tracy

DJT/gam  
Enclosure  
cc: Jeffrey F. Gove (w/encl.)