

October 4, 2020

TO ALL PARTIES INTERESTED IN BIDDING ON THE REAL ESTATE AND ASSETS OF 14 NARRAGANSETT, LLC AND JAMESTOWN CULINARY PARTNERS, LLC LOCATED AT 14 NARRAGANSETT AVENUE, JAMESTOWN, RHODE ISLAND

Re: Receivership of Jamestown Culinary Partners, LLC and 14 Narragansett, LLC Newport County Superior Court Case No. NC-2020-0167

I have been appointed as the Receiver (the "Receiver") of Jamestown Culinary Partners, LLC and 14 Narragansett, LLC (collectively, the "Receivership Entities"), by order of the Rhode Island Superior Court, sitting in Newport County (the "Court") in the Receivership proceeding referenced above.

This letter is being sent to you because you may have an interest in purchasing the Receiver's interest in 1) the real estate owned by 14 Narragansett, LLC located at 14 Narragansett Avenue, Jamestown, Rhode Island which is currently identified in the Jamestown Tax Assessor's records as Assessor's Plat 8, Lot 168 (the "Real Estate"), and/or 2) all machinery and equipment, tools, inventory, office furnishings and fixtures, licenses, customer lists, all intangible personal property, including trademarks and phone numbers, email addresses, websites, if any, located at or used in connection with Jamestown Culinary Partners, LLC (collectively, the "Assets").

The Real Estate has a well-appointed building which was the location of the acclaimed restaurant, "Jamestown Fish", a historical favorite among locals and seasonal guests. The former owners, including Executive Chef, Matthew MacCartney built up the restaurant's reputation and was named one of Wine Enthusiast's top 100 wine restaurants in the country in 2018 (the only representative from Rhode Island), as well as winning several Best of Award of Excellence honors from Wine Spectator magazine for its selection. The wine inventory is available for purchase.

The Real Estate is fully equipped with a state-of-the-art kitchen, ample storage, outdoor seating for al fresco dining as well as an outdoor bar/kitchen with a wood stone pizza oven. The Real Estate and Assets together offer a turnkey restaurant opportunity in beautiful downtown Jamestown, Rhode Island within walking distance to the water. The operations of the restaurant ceased in December 2018 before the commencement of the Receivership proceedings and the Receiver has not conducted operations.

The Receiver will be selling all her right, title and interest in the Real Estate and Assets of the Receivership Entities, free and clear of all interests, claims, liens, and encumbrances. The

Receiver has received a cash offer for \$1,000,000 for both the Real Estate and Assets, however, the offer is subject to higher and/or better offers as well as Court approval. The hearing for Court approval is scheduled for **Monday, October 19, 2020 at 11:00** before the Honorable Richard J. Licht sitting in Kent County Superior Court, 222 Quaker Lane, Warwick, Rhode Island on the Court's Business Calendar. **PLEASE NOTE THAT ANY HIGHER OR BETTER OFFERS MUST BE PRESENTED TO THE RECEIVER BEFORE OR AT THAT HEARING.**

You are invited to make a competing offer for the Real Estate and/or Assets by completing, signing and delivering to the Receiver the enclosed Purchase and Sale Agreement, in substantially similar form, acceptable to the Receiver, and returning it with a certified or bank or cashier's check for 5% of the offer price, made payable to "Linda Rekas Sloan, as Receiver". Note that any offer is expressly subject to higher and/or better offers as well as the approval of the Court. If you revise the attached form of Purchase and Sale Agreement, please provide a redlined version of any changes.

Enclosed for informational purposes only are the following materials concerning the Real Estate and/or Assets:

- 1. Limiting conditions regarding information in Bid Package;
- 2. Title Insurance Commitment from Chicago Title for the Real Estate;
- 3. Select title documents for the Real Estate;
- 4. Information from Jamestown Tax Assessor's Database regarding the Real Estate;
- 5. April 2011 Environmental Certificate of Analysis for the Real Estate;
- 6. Photographs and video of the Real Estate can be viewed at: https://kirbyprop.com/property/jamestown-restaurant-for-sale/
- 7. Copy of survey;
- 8. Historical Financial Dashboard for restaurant operations from 2015-2017;
- 9. List of Assets for Jamestown Culinary Partners, LLC from SJ Corio;
- 10. Wine and liquor inventory included as part of the Assets. This inventory was generated when the restaurant was closed in December 2018 (PLEASE NOTE: perishable/expired and open containers have been discarded so the Receiver makes no representation as to the accuracy of this list);
- 11. A copy of the newspaper advertisement regarding the sale of the Real Estate and Assets:
- 12. Receivers' Petition to Sell Real Estate and Assets Free and Clear of Liens and Encumbrances with Exhibits and Notice of Hearing; and

13. A blank Purchase and Sale Agreement form to be executed by anyone interested in submitting an offer to the Receiver for both the Real Estate and the Assets. Note that if you wish to submit an offer for just the Real Estate or just the Assets, please contact the Receiver for a different form.

The Receiver does not and shall not make any representations or warranties of any kind whatsoever regarding the Real Estate and/or Assets in connection with its sale. The Real Estate and the Assets are being sold "as is" and "where is". The Real Estate is being sold expressly subject to all restrictions of record, all municipal zoning requirements, and all applicable federal, state and municipal laws, rules, regulations, and ordinances, but, as noted, free and clear of any and all monetary liens, claims and encumbrances.

Any and all documents, materials, and/or information obtained from the Receiver or the Receiver's representatives are for informational purposes only, and all prospective purchasers are urged to make whatever independent investigation they deem desirable or necessary with respect to the Real Estate and Assets to be purchased prior to bidding on the same. Prospective purchasers are on notice to conduct whatever due diligence regarding the Real Estate and Assets as they deem appropriate and are strongly encouraged to do so BEFORE THE HEARING ON OCTOBER 19, 2020 as the waiver of due diligence contingencies as well as any other contingencies at the Court hearing will be heavily factored by the Receiver.

If your bid is accepted by the Receiver, any conveyance and transfer of the Real Estate and Assets are expressly subject to the approval of the Court upon such terms and conditions that the Court customarily imposes on such sales, including the requirement of a competitive bid process.

If you would like to schedule a viewing of the Real Estate, inspect any of the Assets or if you have questions about the Real Estate, Assets or about the procedure for a sale, please feel free to contact me at 401-219-6108 or at Linda@LRSLawAssociates or you may contact attorney Elizabeth A. Lonardo at 401-749-1029 or at Elonardo@DavidRosenLegal.com.

Very truly yours,

Linda Rekas Sloan

Linda Rekas Sloan, Receiver of Jamestown Culinary Partners, LLC and 14 Narragansett, LLC

Enclosures

Limiting Conditions Regarding the Information in this Bid Package

The information contained herein is made expressly subject to the following limiting conditions:

- 1. No responsibility is assumed for matters factual or legal in nature, nor is any opinion rendered concerning title to the Real Estate or Assets.
- 2. All drawings, sketches and photographs concerning the Real Estate are included to assist the reader for information purposes only, and no responsibility is assumed for the accuracy of same. Drawings, sketches and photographs do not constitute a legal description of the Real Estate and are provided for informational purposes only. No survey has been made of the Real Estate by or on behalf of the Receiver.
- 3. No responsibility is assumed for hidden or unapparent conditions of the Real Estate or the Assets, its subsoil or structures thereon which would render it more or less valuable.
- 4. The information and any estimates contained herein were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy is assumed by the Receiver.
- 5. Neither all nor any part of the contents of this Bid Package, or copy thereof, may be used for any purpose except in connection with the review of the Real Estate or Assets by a prospective purchaser.

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



Commitment Number:

20RI00198 (8560567)

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE. REPORT OF THE CONDITION OF TITLE. LEGAL OPINION. OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

	Chicago Title Insurance Company	
	Ву:	
	Minz	
	President	
Countersigned By:	Attest:	
ann-marie Widmann	Mayoru Kemojua	
Authorized Officer or Agent	Secretary	

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Order Number: 20RI00198 (8560567)

SCHEDULE A

1. Commitment Date: July 1, 2020 at 8:00am

2. Policy to be issued:

(a) ALTA Owner's Policy 2006

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner

identified at Item 4 below

Proposed Policy Amount: \$0.00

(b) ALTA Loan Policy 2006

Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed

Insured for an Owner's Policy, its successors and/or assigns as their respective

interests may appear

Proposed Policy Amount: \$0.00

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date, vested in:

14 Narragansett, LLC, a Rhode Island limited liability company by virtue of a Warranty Deed from Summer Wind Properties of Newport, LLC a/k/a Summerwind Properties of Newport, LLC dated March 31, 2011 and recorded with the Town of Jamestown Land Evidence Records on March 31, 2011 in Book 728 at Page 138.

The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Property Address: 14 Narragansett Avenue, Jamestown, RI 02835

Plat: 8 Lot(s): 168

END OF SCHEDULE A

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EXHIBIT "A"

Legal Description

All that certain real estate in the Town of Jamestown, County of Newport and State of Rhode Island, bounded and described as follows:

Southerly: on Narragansett Avenue, Fifty (50) feet;

Westerly: by land now or formerly of Steven Liebhauser, One Hundred (100) feet;

Northerly: partly by land now or formerly of Barbara Van Sciver and partly by land now or formerly of the Town of Jamestown, Fifty (50) feet; and

Easterly: by land now or formerly of George N. Tournas, et ux, One Hundred (100) feet.

Be all said measurements, more or less, or however otherwise the same may be bounded and described.

Property Address: 14 Narragansett Avenue, Jamestown, RI 02835

Plat: 8 Lot(s): 168

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SCHEDULE B, PART I REQUIREMENTS

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from 14 Narragansett, LLC to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - b. Mortgage Deed from Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below to Lender with a contractual obligation under a loan agreement with the Proposed Insured for an Owner's Policy
- 5. Pay all unpaid real estate taxes, sewer installation charges, sewer use charges, water use charges, water installation charges, sidewalk, curbing, grading, fire and water district charges and all other municipal charges and assessments where applicable. The Company requires that a municipal lien certificate be obtained and recorded.
 - NOTE: If the Land is located within the boundaries of the Downtown Providence District Management Authority, the Assessments by the Downtown Providence District Management Authority are liens on the Land. Satisfactory evidence to be provided to the Company that all outstanding quarterly assessments have been paid in full.
- 6. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- 7. Comply with the provisions of Rhode Island General Laws § 44-30-71.3 entitled "Sale of real property by nonresidents Withholding requirements", and all regulations promulgated pursuant thereto. If applicable, this statute requires that a percentage of sellers' net proceeds be withheld and remitted to the Rhode Island Division of Taxation. An appropriate recitation of Rhode Island residency contained in the recorded deed discharges the lien
- 8. If any mortgage set forth in Schedule B, Part I of this Commitment is an "open end" or equity line mortgage, a full satisfaction of same must be obtained and all credit cards and/or the balance of verified unused account checks must be sent to that mortgagee together with a written authorization and/or affidavit to that mortgagee to terminate/close the credit line account prior to or at the closing.
- 9. The Company may make further requirements or exceptions upon review of the documents referred to in item 4 of Schedule B, Part I of this Commitment or after confirmation of the transaction details.
- 10. The property address, tax assessor's plat and lot designation, and exact acreage or square footage of the Land

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SCHEDULE B, PART I REQUIREMENTS

(continued)

will not be insured by the Policy to be issued pursuant to this Commitment.

- 11. If any maps/plats are provided in the title abstract and/or with this Commitment, please note that said maps/plats are furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon. (Residential transactions only)
- 12. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
- 13. If A Usury Endorsement will be issued to the Proposed Insured Lender upon receipt by the Company of:
 - a. evidence that the loan is not secured by a mortgage against the principal residence of any member of the borrower:
 - b. the borrower has obtained a "pro forma methods analysis" satisfactory to the Company from a Rhode Island-licensed CPA indicating that the loan is capable of being repaid, and
 - c. additional special risk premium of \$TBD per thousand dollars of policy liability.
- 14. As Seller, 14 Narragansett Avenue, LLC, is a limited liability company, the Company requires the following information and/or documents prior to closing:
 - a. A Certificate of Good Standing from the Rhode Island Secretary of State;
 - b. A Certificate of Good Standing from the Rhode Island Division of Taxation in the event said LLC operates as a corporation;
 - c. Vote and/or consent of the members of said LLC authorizing the proposed transaction;
 - d. In the event said LLC operates as a corporation and if this transaction is a sale of all or substantially all of the assets of said LLC, the Company requires verification that the LLC has complied with Rhode Island General Laws Section 44-11-29; and
 - e. If the sale is not all or substantially all of the assets of said LLC acting as a corporation, the Company requires an affidavit to that affect from the LLC seller
- 15. Obtain and record discharges, terminations and/or releases for the following instruments
 - a. NO OPEN MORTGAGE OF RECORD. PLEASE VERIFY WITH CURRENT OWNER/SELLER.

If any mortgage set forth in Schedule B, Part I of this Commitment is an "Open End" or Equity Line

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SCHEDULE B, PART I REQUIREMENTS

(continued)

Mortgage, a full satisfaction of same must be obtained and all credit cards and/or the balance of verified unused account checks must be sent to that mortgagee together with a written authorization and/or affidavit to that mortgagee to terminate/close the credit line account prior to or at the closing.

If any mortgage set forth in Schedule B, Part I of this Commitment is a private mortgage, the Company requires the original discharge be obtained and held in escrow prior to the release of the payoff funds

NOTE: All matters recited above as requiring recorded discharges, terminations and/or releases which are not as of the date of policy so discharged, terminated and/or released will appear as title exceptions in Schedule B-I of the Title Policy Issued hereunder.

NOTE: The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

END OF SCHEDULE B, PART I

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SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. Rights or claims of parties in possession not shown by the public records.
- 3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land and not shown by the Public Records.
- 4. Any lien or right to a lien for services, labor or material not shown by the public records.
- 5. Riparian rights of others in and to the waters of any stream and/or rivers lying along and/or crossing the Land, and any right, title and interest of others in and to any portion of the Land consisting of filled tidal lands.
- 6. IF THE LAND IS A CONDOMINIUM UNIT:
 - Covenants, conditions, restrictions, reservations, rights of first refusal, easements, liens for assessments, options, powers of attorney and limitations on title created by the laws of the state where the Land is located (Rhode Island Condominium Act, R.I. Gen. Laws §34-36.1-1 et seq. and the Rhode Island Condominium Ownership Act, R.I. Gen. Laws §34-36-1 et seq., as amended and as applicable), or set forth in the Declaration of Condominium, Master Deed or Declaration of Trust and in the related By-Laws as duly recorded in the appropriate Public Records, as the same may have been amended, and in any instrument creating the estate or interest insured by the Policy.
- 7. Taxes and municipal charges and any water and/or sewer charges and/or assessments coming due on or after the date of the Policy.
- 8. Town of Jamestown Zoning Board of Review decision recorded in Book 458 at Page 142.
- 9. Restrictive Covenant as set forth in Book 467 at Page 113.

END OF SCHEDULE B, PART II

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WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that we, REGINA ORAL AND TUFAN ORAL, of West Greenwich, Rhode Island, for consideration paid, hereby grant to 14 NARRAGANSETT AVENUE, LLC, of Jamestown, Rhode Island, its successors and assigns forever, with WARRANTY COVENANTS, all that certain lot or parcel of land with buildings and improvements thereon situated in the Town of Jamestown, County of Newport, State of Rhode Island, bounded and described as follows:

SOUTHERLY:

on Narragansett Avenue, fifty (50) feet;

WESTERLY:

by land now or formerly of Steven V. Liebhauser and Maria R.

Liebhauser, one hundred (100) feet;

NORTHERLY:

partly by land now or formerly of Barbara E. VanSciver and Stephen

B. VanSciver and partly by land now or formerly of the Town of

Jamestown, fifty (50) feet; and

EASTERLY:

by land now or formerly of George N. Tournas et ux, one hundred

(100) feet.

BE ALL said measurements more or less or however otherwise the same may be bounded

or described.

BEING designated as Lot No. 168 on Jamestown Tax Assessor's Plat 8, as the same is presently constituted for reference purposes only.

BEING the same premises conveyed to these grantors by deed of Robert Broday and Joanne Borday dated August 9, 1994 and recorded in Book 237 at Page 163 of the Town of Jamestown Land Evidence Records.

SUBJECT to real estate taxes assessed as of December 31, 1999 by the Tax Assessor for the Town of Jamestown.

THIS TRANSFER IS SUCH THAT NO R.I.G.L. 44-30-71.3 WITHHOLDING IS REQUIRED AS THE SELLERS ARE RESIDENTS OF RHODE ISLAND AS EVIDENCED BY AFFIDAVIT.

BK352PG156

THE UNDERSIGNED GRANTORS DO HEREBY CERTIFY THAT THIS TRANSACTION IS EXEMPT FROM THE PROVISIONS OF THE SMOKE DETECTOR LAW, R.I.G.L. 23-28.35.1, ET SEQ.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10th day of May, 2000.

Regina Oral

Tufan Oral

STATE OF RHODE ISLAND COUNTY OF NEWPORT

In Newport in said County, on the 10th day of May, 2000 before me personally appeared Regina Oral and Tufan Oral, to me known and known by me to be the persons executing the foregoing instrument, and they acknowledged said instrument, by themselves executed, to be their free act and deed.

NOTARY PLUBLIC: MICHAEL W. MILLER My Commission Expires: Jul 1, 2001

Grantees Mailing Address: 14 Narragansett Avenue Jamestown, Rhode Island 02835

6418-2

Received for record in Jamestown, R.I.

COLOCO

28.00



Town of Jamestown 18748

93 Narragansett Avenue 401-423-7200 Jamestown, Rhode Island 02835-1199

February 5, 2003

SeaDish, LTD d/b/a Tricia's Tropigrille c/o John A. Murphy, Esq. 77 Narragansett Avenue Jamestown, RI 02835

Dear Mr. & Ms. Masso,

At a meeting of the Jamestown Zoning Board of Review held on February 4, 2003 the following vote was passed:

A motion was made by Richard Boren and seconded by Don Wineberg to grant the request of SeaDish, Ltd., d/b/a Tricia's Tropigrille (Lessee) and Narragansett Avenue LLC (Lessor), whose property is located at 14 Narragansett Avenue, and further identified as Lot 168 on Tax Assessor's Plat 8, for:

 a) a Dimensional Variance from Article 12, Section 1203, to permit the operation of a restaurant without the requisite parking spaces;

b) a Special Use Permit, as required by Article 3, Section 301, to permit the operation of a restaurant serving alcoholic beverages, with licensed premises consistent with the Class BV Liquor License issued August 22, 2002.

This Board has determined that this application does satisfy the requirements of Article 6, Section 600.

Regarding the request for a Variance, this Board has determined that this application does satisfy the requirements of Article 6, Section 606, Paragraphs 1 through 4, and Section 607, Paragraph

Regarding the request for a Special Use Permit, this Board has determined that this application does satisfy the requirements of Article 6, Section 602.

This motion is based on the following findings of fact:

- Said property is located in the CD zone, and contains 5,000 sq. ft.
- For at least 18 years, a restaurant has been located and using this property without parking
- 3. It is clear from photographs marked as exhibits that there has been no curb cut for parking for many years and a fully established tree is in the area where a driveway would have been.

4. The landlord and owner of the property are in favor of the

relief sought.

5. The only adjoining landowner objecting to the relief sought has entered into a letter agreement with the applicant and the property owner, which letter agreement is marked Exhibit #7 and incorporated by reference into this Decision.

6. The relief sought is compatible with the surrounding property and will have no negative impact or nuisance to

the neighborhood.

7. If the outdoor parking was utilized, only 2 or 3 spaces would be available, which is deminimus.

8. This is a unique situation not brought about by the applicant and not the result of any prior action by the applicant.

9. The granting of this application would not alter the

character of the neighborhood.

10. The relief sought is the least relief necessary and in fact

the only relief possible.

11. The Building Official looks favorably upon the applicant based upon the history of the property and his findings of fact marked Exhibits # 1 & 3.

12. The Town of Jamestown had granted the applicant licenses for the serving of liquor and food for a maximum total of 134 seats, which include 58 seats outside.

The motion carried by a vote of 5 - 0.

This variance and special use permit shall expire one year from the date of granting unless the applicant exercises the permission granted.

Richard Allphin, Thomas Ginnerty, Don Wineberg, Richard Boren, and Joseph Logan voted in favor of the motion.

Kathleen Managhan was recused and Raymond Iannetta was absent.

Very truly yours,

m Alm Richard Allphin, Chairman Jamestown Zoning Board of Review

RA/pw

FINDINGS OF FACT

- Since 1980, a restaurant has continually operated at 14 Narragansett Avenue without on site parking.
- (2) The building inspector in 1980, Charles Dowling, although he required parking in accordance with the ordinance, did not enforce the lack thereof from 1980 to his demise in 1990.
- (3) In 1992 the restaurant was allowed to expand into the parking area. That expansion consisted of the seasonal use of an outdoor patio area with six tables and a service bar.
- (4) That seasonal use has been compatible with the neighborhood. For nearly ten years, it has not generated a complaint to the Building Official.
- (5) To enforce the original parking schematic now would yield an impractical result, in that cars would have to back out onto Narragansett Avenue.
- (6) The full service outdoor bar and bar seating is without zoning justification.
- (7) The expansion in outdoor patio seating is without zoning justification.

GEORGE TOURNAS BOX 183 Ex 7
BK: (187 Tree pages)

February 4, 2003

JAMESTOWN, RI 02835

Narragansett Avenue (14) LLC c/o Turner Scott Miller Scott & Holbrook Attorneys and Courselors at Law 122 Touro Street Newport, RI 02840-2967

SeaDish Ltd. c/o John Murphy Moreau & Murphy 77 Narragansett Avenue Jamestown, RI 02835

Gentlemen:

The following will serve as our letter agreement regarding the Petition for Zoning Relief filed by you and scheduled to be heard tonight by the Zoning Board of the Town of Jamestown. This relief seeks a regulatory variance from the off-street parking requirements, a special exception for shared parking, and for a special exception for a restaurant serving alcoholic beverages in connection with Lot 168 on Jamestown Tax Assessor's Plat 8.

In consideration of the various promises and covenants contained herein, I have agreed not to object to the aforesaid Petition for Relief, and, in consideration of the same, you have agreed as follows:

- That you will stipulate that any relief approved by the Zoning Board of the Town
 of Jamestown shall contain the following conditions:
 - a. That the open yard area on said Lot 168 may be used for dining in connection with any restaurant on the site on the condition that there are not more than 12 tables with not more than four chairs at each table; and

BK: 458 PG: 145 INST: 18748

- b. That the open yard area on said Lot may also be used for a bar or place for the service of alcohol on the condition that there are not more than 10 stools or seats at said bar.
- 2. With respect to the service of food, all service of food and beverages shall terminate at 9:00 p.m. except on Friday and Saturdays when service shall terminate at 10:00 p.m. In addition, on Sundays preceding Labor Day, VJ Day, Memorial Day and the 3rd day of July food and beverages may be served at tables until 10:00 p.m.
- 3. With respect the service of alcoholic beverages at the outdoor bar and elsewhere outside, all service shall terminate at 9:00 p.m. except on Friday and Saturday nights when the same shall terminate at 10:00 p.m. In addition, on Sundays preceding Labor Day, VJ Day, Memorial Day, and the 3rd day of July the bar may remain open until 10:00 p.m. At the time of termination all patrons shall be required to leave the bar and the bar shall be closed.
- 4. All exterior lighting on said Lot 168 shall not exceed 8 feet in height and shall be directed both downward and away from Lot 169 on Tax Assessor's Plat 8 as presently constituted. Notwithstanding said limitation, existing lighting on the building may remain in its present location.
- 5. That there shall be no outdoor entertainment including, but not limited to, bands, singers, and the like, on Lot 168, Tax Assessor's Plat 8 as presently constituted. This limitation shall extend to all recorded forms of music which may be broadcast outside the premises. Indoor entertainment shall be conducted in such a way as to contain the sound within the building.
- That the seating in connection with any outdoor bar shall be positioned in such a
 manner that the patrons are not facing Lot 169 but directed away from said Lot to minimize the
 noise.
- That you will allow me to enter your premises at reasonable times for the purposes of constructing a fence and/or wall (not to exceed 8 feet) on the property line separating

BK: 458 PG: 146 INST: 18748

our properties to contain, to the extent possible, noise and light. That to the extent zoning relief is necessary, you will join in said petition and cooperate in obtaining said relief. That you will also allow me access to enter your premises for purposes of planting trees or replacing existing trees along the property line.

- That you will not trim or otherwise prune the existing shrubs or trees or any 8. replacement of the same on the boundary between said Lot 168 and Lot 169 without my permission, which shall not be unreasonably withheld. It is the intent to allow the trees to develop naturally to serve as natural noise and visual barrier.
- 9. You have also agreed to pay me the sum of \$3,000.00 as a contribution toward either the fence, wall, trees, or skrubs referred to herein. It is not necessary to stipulate this as a condition of Zoning Board approval but this part of the agreement shall remain an independent contract between us. Said payment shall be made within one hundred eighty (180) days hereof.
- 10. We have agreed that regardless of relief granted or the conditions which are imposed by the Zoning Board of Review in connection with the relief sought you will execute a Declaration of Restrictions wherein the above conditions are reflected as covenants running with the land in favor of Lot 169. Said Declaration shall be executed within 180 days in a form meeting requirements of Rhode Island law and providing me with an insurable interest in the same restrictions.

Agree to for SeaDish LTD

Agreed to Narragansett Avenue (14 LLC)

Theretz (. Swift per Robert B. walsh sole member 14 Nanay ausett Aus LLC

RECEIVED FOR RECORD 02/07/2003

UNANIMOUS WRITTEN CONSENT OF THE MEMBERS OF 14 NARRAGANSETT AVENUE, LLC

The undersigned, certifies that he is the sole member of 14 Narragansett Avenue, LLC, a Rhode Island limited liability company, hereby take the following action by unanimous written consent and adopt the following resolutions:

RESOLVED: That the members of the Company, be, an they are, authorized, empowered and directed to execute, acknowledge and delivery in the name and on behalf of the Company, the Restrictive Covenant running in favor of George N. Tournas and Martha A. Tournas, attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the 11 day of February, 2003.

J:\USERS\QA\QA CLIENTS\TOURNAS\UNANIMOUS WRITTEN CONSENT OF THE MEMBERS.doc

RESTRICTIVE COVENANT

KNOW ALL MEN BY THESE PRESENTS that 14 NARRAGANSETT AVENUE LLC, a Rhode Island Limited Liability Company doing business in the Town of Jamestown, County of Newport, State of Rhode Island, Grantor, for consideration paid by GEORGE N. TOURNAS and MARTHA A. TOURNAS, Grantees, does hereby for itself, its successors and assigns, respectfully, covenant with said Grantees as follows:

 Grantor is the owners of certain land in said Town of Jamestown described as follows:

SOUTHERLY:

on Narragansett Avenue, Fifty (50) feet;

WESTERLY:

by land now or formerly of Steven V. Liebhauser and

Maria R. Liebhauser, one hundred (100) feet;

NORTHERLY:

partly by land now or formerly of Barbara E. VanSciver

and Stephen B. VanSciver and partly by land now or

formerly of the Town of Jamestown, fifty (50) feet;

EASTERLY:

by land now or formerly of George N. Tournas et ux, one

hundred (100) feet.

BE ALL, said measurements more or less or however otherwise the same may be bounded or described.

BEING designated as Lot No. 168 on Jamestown Tax Assessor's Plat 8, as the same is presently constituted for reference purposes only.

Grantees are owners of certain land in said Town of Jamestown described as follows:

That certain lot or parcel of land with all buildings and improvements situated on the northerly side of Narragansett Avenue, so-called, in the Town of Jamestown, County of Newport, state of Rhode Island, being bounded and described as follows:

Beginning at a point in the northerly line of Narragansett Avenue at the southeast corner of land now or formerly of Samuel W. Smith and the southwest corner of the parcel herein conveyed; thence northerly, bounding westerly on said Smith land a distance of One Hundred Ten and 06/100 (110.06) feet, more or less to

land now or formerly of the Town of Jamestown; thence easterly bounding northerly on said Town of Jamestown land a distance of ninety (90) feet, more or less, to land now or formerly of Jamestown Apartments, Inc., thence southerly bounding easterly on said Jamestown Apartments, Inc. land a distance of One Hundred Fifteen and 3/10 (115.3) feet, more or less, to the northerly line of Narragansett Avenue; then westerly bounding southerly on said Narragansett Avenue a distance of Ninety (90) feet, more or less, to the point and place of beginning.

Being Lot 169 on Jamestown Tax Assessor's Plat 8, as presently constituted.

- 3. Grantor has petitioned the Board of Review of said Town of Jamestown for a variance in the application of the terms of the Jamestown Zoning Ordinance and, more particularly, the off street parking requirements and a special use permit to allow a restaurant serving alcoholic beverages.
- 4. Grantor induced said Board of Review to grant the requested special use permit and variance by agreeing, as a condition to said grant, that it would covenant with Grantee to restrict said lot in perpetuity, by means of recorded Restrictive Covenants running in favor of Grantee, their heirs and assigns.
- Grantor hereby covenants and agrees with Grantee that said Lot 168 shall be restricted as follows:
 - a. That the open yard area on said Lot 168 may be used for dining in connection with any restaurant on the site on the condition that there are not more than 12 tables with not more than four chairs at each table; and
 - b. That the open yard area on said Lot may also be used for a bar or place for the service of alcohol on the condition that there are not more than 10 stools or seats at said bar.
 - c. With respect to the service of food, all service of food and beverages shall terminate at 9:00 p.m. except on Friday and Saturdays when service shall terminate at 10:00 p.m. In addition, on Sundays preceding Labor Day, VJ Day, and Memorial Day, and on the 3rd day of July food and beverages may be served at tables until 10:00 p.m.

- d. With respect the service of alcoholic beverages at the outdoor bar and elsewhere outside, all service shall terminate at 9:00 p.m. except on Friday and Saturday nights when the same shall terminate at 10:00 p.m. In addition, on Sundays preceding Labor Day, VJ Day, and Memorial Day, and on the 3rd day of July the bar may remain open until 10:00 p.m. At the time of termination all patrons shall be required to leave the bar and the bar shall be closed.
- e. All exterior lighting on said Lot 168 shall not exceed 8 feet in height and shall be directed both downward and away from Lot 169 on Tax Assessor's Plat 8 as presently constituted. Notwithstanding said limitation, existing lighting on the building may remain in its present location.
- f. That there shall be no outdoor entertainment including, but not limited to, bands, singers, and the like, on Lot 168, Tax Assessor's Plat 8 as presently constituted. This limitation shall extend to all recorded forms of music which may be broadcast outside the premises. Indoor entertainment shall be conducted in such a way as to contain the sound within the building.
- g. That the seating in connection with any outdoor bar shall be positioned in such a manner that the patrons are not facing Lot 169 but directed away from said Lot to minimize the noise.
- h. That the Grantor will not trim or otherwise prune the existing shrubs or trees or any replacement of the same on the boundary between said Lot 168 and Lot 169 without the Grantees permission, which shall not be unreasonably withheld. It is the intent to allow the trees to develop naturally to serve as a natural noise and visual barrier.
- The restrictive convenants created by this instrument shall continue in force and effect for so long as said property shall be used for a restaurant.
- 7. The restrictive covenant created by this instrument shall be considered as a covenant running with the land and shall inure to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Grantee may institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate this covenant.

BK: 467 PG: 116 INST: 19395

9.	Grantors agree not to sell, grant or convey any interest in any part of the land subject to this covenant without inserting in any such grant or conveyance a reference to the covenant hereto established.
wɪm	NESS our hands this 17 day of 1, 2003.
	14 Narragansett Avenue, LLC By: Robert B. Walsh
-	RHODE ISLAND F NEWPORT
personally ap known and k of 14 Narra	in said County, on the 17 th day of hen, 2003, before me opeared Robert B. Welsh of Newport, RI, to me nown by me to be the party executing the foregoing instrument as the sole member gansett Avenue, LLC, and he acknowledged said instrument, by him so his capacity as member, as aforesaid, to be his free act and deed and the free act member.
	Notary Public Karent. Koperen My Commission Expres 12/14/05

RECEIVED FOR RECORD 03/31/2003 09:57:51AM JAMESTOWN TOWN CLERK ARLENE D. KALOOSKI

KNOW ALL MEN BY THESE PRESENTS, That, 14 NARRAGANSETT AVENUE,

LLC, a Rhode Island limited liability company, with its principal place of business located in the City and County of Newport and State of Rhode Island, for good and valuable consideration, paid by SUMMER WIND PROPERTIES OF NEWPORT, LLC, a Rhode Island limited liability company, with its principal place of business located in the City and County of Newport and State of Rhode Island, the receipt whereof is hereby acknowledged, does hereby give, grant, and convey, with QUITCLAIM COVENANTS, unto the said Summer Wind Properties of Newport, LLC, to it and its successors and assigns, absolutely and in fee simple, all that certain real estate located in the Town of Jamestown, County of Newport, State of Rhode Island, and bounded and described as follows:

SOUTHERLY: On Narragansett Avenue, Fifty (50) feet;

WESTERLY: By land now or formerly of Steven Liebhauser, One Hundred (100)

feet:

NORTHERLY: Partly by land now or formerly of Barbara Van Sciver and partly by

land now or formerly of the Town of Jamestown, Fifty (50) feet; and

EASTERLY: By land now or formerly of George N. Tournas, et ux, One Hundred

(100) feet.

BE ALL said measurements, more or less, or however otherwise the same may be bounded and described.

BEING the same premises conveyed to this grantor by deed from Regina Oral and Tufan Oral dated May 10, 2000 and recorded in Volume 352 at Page 155 in the Jamestown Land Evidence Records.

TO HAVE AND TO HOLD the aforegranted premises, with all of the privileges and appurtenances to the same belonging, to the said Summer Wind Properties of Newport, LLC, to it and its heirs and assigns, absolutely and in fee simple to their use and behoof forever.

THE UNDERSIGNED, does hereby covenant that "this transfer is such that no RIGL §44-30-71.3 withholding is required as all members are Rhode Island residents as evidenced by Affidavit."

THE UNDERSIGNED, do hereby certify that the provision of RIGL §23-28.35-1 do not apply and the consideration for this transfer is such that no documentary stamps are required and no withholding is required under the provisions of RIGL §44-30-73.1, because the transfer is for the purpose of capitalizing a Rhode Island limited liability company, and there was no sale or gain on the transfer.

and the state of t

IN WITNESS WHEREOF, said 14 NARRAGANSETT AVENUE, LLC, has caused

these presents to be executed by Robert Walsh, its duly authorized manager, this ____ day of

December, 2004.

2003

14 NARRAGANSETT AVENUE, LLC

By: Robert Walsh

Manager

STATE OF RHODE ISLAND

COUNTY OF NEWPORT

In Newport, in said County, on the 31 day of December, 2004, before me personally appeared Robert Walsh, duly authorized Manager of 14 NARRAGANSETT AVENUE, LLC, a Rhode Island limited liability company, to me known and known to me to be the person executing the foregoing instrument for and on behalf of 14 NARRAGANSETT AVENUE, LLC, and he acknowledged said instrument by him executed to be his free act and deed, individually and in his capacity as aforesaid and the free act and deed of 14 NARRAGANSETT AVENUE, LLC, before me.

Notary Public

Commission

Grantee's Address: 80 Old Beach Road Newport, RI 02840

Q:\Client S-Z\SummerWindPropertyofNpt,LLC 17096\Deed 14Narragansett 1.doc

RECEIVED FOR RECORD 01/02/2004 03:28:24PM JAMESTOWN TOWN CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that, ROBERT B. WALSH, the receipt whereof is hereby acknowledged, does hereby give, grant, and convey, with QUITCLAIM COVENANTS, to SUMMERWIND PROPERTIES OF NEWPORT, LLC, a Rhode Island limited liability company, with its principal place of business located in the City and County of Newport and State of Rhode Island, to it and its successors and assigns, absolutely and in fee simple, all that certain real estate located in the Town of Jamestown, County of Newport, State of Rhode Island, and bounded and described as follows:

SOUTHERLY: On Narragansett Avenue, Fifty (50) feet;

WESTERLY: By land now or formerly of Steven Liebhauser, One Hundred (100)

feet;

NORTHERLY: Partly by land now or formerly of Barbara Van Sciver and partly by

land now or formerly of the Town of Jamestown, Fifty (50) feet; and

EASTERLY: By land now or formerly of George N. Tournas, et ux, One Hundred

(100) feet.

BE ALL said measurements, more or less, or however otherwise the same may be bounded and described.

BEING the same premises conveyed to this grantor by deed from 14 Narragansett Avenue, LLC dated December 31, 2003 and recorded in the Jamestown Land Evidence Records immediately preceding this deed in Volume 511 at Page 230

TO HAVE AND TO HOLD the aforegranted premises, with all of the privileges and appurtenances to the same belonging, to the said, SUMMER WIND PROPERTIES OF NEWPORT, LLC, to it and its successors and assigns, absolutely and in fee simple to their use and behoof forever.

THE UNDERSIGNED, does hereby covenant that "this transfer is such that no RIGL \$44-30-71.3 withholding is required as grantor is a Rhode Island resident as evidenced by Affidavit."

THE UNDERSIGNED, does hereby certify that the provision of RIGL §23-28.35-1 does not apply and the consideration for this transfer is such that no documentary stamps are required and no withholding is required under the provisions of RIGL §44-30-73.1, because the transfer is for the purpose of capitalizing a Rhode Island limited liability company, and there was no sale or gain on the transfer.

IN WITNESS WHEREOF, said ROBERT B. WALSH, has caused these presents to be executed this 31 day of December, 2003.

By: Robert B. Walsh

STATE OF RHODE ISLAND

COUNTY OF NEWPORT

In Newport, in said County, on the 35⁵ day of December, 2003, before me personally appeared Robert B. Walsh, to me known and known to me to be the person executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed, individually and in his capacity as aforesaid and the free act and deed before me.

Notary Public Commission expires: Richard N. Sayer 7/2/05

Grantee's Address: 80 Old Beach Road Newport, RI 02840

.1.

Q:\Client S-Z\SummerWindPropertyofNpt,LLC 17096\Deed 14Narragansett 1.doc

RECEIVED FOR RECORD 01/02/2004 03:32:45PM JAMESTOWN TOWN CLERK ARLENE D. PETIT

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That SUMMER WIND PROPERTIES OF NEWPORT, LLC, also known as Summerwind Properties of Newport, LLC, a Rhode Island limited liability company, with its principal place of business located in the City and County of Newport and State of Rhode Island, in consideration of Six Hundred Seventy Five Thousand Dollars (\$675,000), paid by 14 NARRAGANSETT, LLC, a Rhode Island limited liability company, with a place of business located in Jamestown, Rhode Island, the receipt whereof is hereby acknowledged, does hereby give, grant and convey, with WARRANTY COVENANTS, unto the said 14 Narragansett, LLC to it and its successors and assigns, absolutely and in fee simple, all that certain real estate located in the Town of Jamestown, County of Newport, State of Rhode Island, and bounded and described as follows:

SOUTHERLY: On Narragansett Avenue, Fifty (50) feet;

WESTERLY: By land now or formerly of Steven Liebhauser, One Hundred

(100) feet;

Partly by land now or formerly of Barbara Van Sciver and partly

by land now or formerly of the Town of Jamestown, Fifty (50)

feet; and

NORTHERLY:

EASTERLY:

By land now or formerly of George N. Tournas, et ux, One

Hundred (100) feet.

BE ALL said measurements, more or less, or however otherwise the same may be bounded and described.

BEING the same premises conveyed to this grantor by deed from 14 Narragansett Avenue, LLC dated December 31, 2003 and recorded in Volume 511 at Page 230 and Volume 511 at Page 232 in the Jamestown Land Evidence Records.

The undersigned does hereby covenant that this transfer is such that no R.I.G.L. 44-30-71.3 withholding is required as the grantor is a Rhode Island limited liability company and all members are Rhode Island residents as evidenced by affidavits.

The sale is subject to the restrictive covenant of record recorded in Volume 467 at Page 112 in the Jamestown Land Evidence Records.

IN WITNESS WHEREOF, said Summer Wind Properties of Newport, LLC a/k/a
Summerwind Properties of Newport, LLC has caused these presents to be executed by Robert B.
Walsh, Manager.

Summer Wind Properties of Newport, LLC a/k/a Summerwind Properties of Newport, LLC

Robert B. Walsh, Manager

STATE OF RHODE ISLAND COUNTY OF NEWPORT

On this 31st day of March, 2011, before me, the undersigned notary public, personally appeared Robert B. Walsh, as Manager of Summer Wind Properties of Newport, LLC a/k/a Summerwind Properties of Newport, LLC, a Rhode Island limited liability company, personally known to the notary or proved to the notary through satisfactory evidence of identification, which was <u>Originally Licence</u>, to be the person whose name is signed on the preceding or attached document, and he acknowledged to the notary that he signed it voluntarily for its stated purpose.

Notary Public EDVACO G AVE (A

My Commission Expires: 7/9/13

4189-5/552117

Property address: 14 Narragansett ave. Grantee's address: 139 Walcott ave. Jamestown, RI. 02835

RECEIVED FOR RECORD For 31,2011 03:25:14P JAMESTOWN TOWN CLERK CHERYL A. FERNSTROM, CMC

14 NARRAGANSETT AVENUE

Location 14 NARRAGANSETT AVENUE Plat (blank) Lot 8//168//

Owner 14 NARRAGANSETT, LLC Assessment \$838,600

Appraisal \$838,600 **PID** 1501

Building Count 1

Current Value

Appraisal				
Valuation Year	Improvements	Land	Total	
2020	\$444,600	\$394,000	\$838,600	
Assessment				
Valuation Year	Improvements	Land	Total	
2020	\$444,600	\$394,000	\$838,600	

Owner of Record

Owner 14 NARRAGANSETT, LLC Sale Price \$675,000

Co-Owner C/O JOHN RECCA Certificate

Address 139 WALCOTT AVENUE Book & Page 728/ 138

JAMESTOWN, RI 02835 Sale Date 03/31/2011

Instrument 10

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
14 NARRAGANSETT, LLC	\$675,000		728/ 138	10	03/31/2011
SUMMERWIND PROPERTIES OF NEWPORT LLC	\$0		511/ 230		12/31/2003
14 NARRAGANSETT AV	\$350,000		352/155-1		05/11/2000
ORAL, REGINA ET OR	\$163,400		237/ 163		08/16/1994
BORDAY, ROBERT ET	\$200,000		175/ 11		07/25/1991

Building Information

Building 1 : Section 1

Year Built: 1840

Living Area: 2,818
Building Percent Good: 78

Replacement Cost

Less Depreciation: \$426,700

Buil	ding Attributes	
Field Description		
STYLE	Restaurant	
MODEL	Commercial	
Grade	Good	
Stories:	2	
Occupancy	1	
Exterior Wall 1	Vinyl Siding	
Exterior Wall 2		
Roof Structure	Gable/Hip	
Roof Cover	Asph/F Gls/Cmp	
Interior Wall 1	Drywall/Sheet	
Interior Wall 2		
Interior Floor 1	Hardwood	
Interior Floor 2		
Heating Fuel	Gas	
Heating Type	Forced Air-Duc	
Com Units		
Bldg Use	LARGE BUS MDL-94	
Total Rooms		
Total Bedrms		
1st Floor Use:		
Heat/AC	NONE	
Frame Type	MASONRY	
Baths/Plumbing	AVERAGE	
Ceiling/Wall	CEIL & WALLS	
Wall Height	8	



(http://images.vgsi.com/photos/JamestownRIPhotos/\\00\\00\\60/87.jpg)

Building Layout



(http://images.vgsi.com/photos/JamestownRIPhotos//Sketches/1501_1501

	Building Sub-Areas (sq ft)		<u>Legend</u>
Code	Description	Gross Area	Living Area
BAS	First Floor	1,764	1,764
FUS	Upper Story, Finished	680	680
EAF	Attic, Expansion, Finished	748	374
СТН	Cathedral Ceiling	48	0
FOP	Porch, Open, Finished	48	0
UBM	Basement, Unfinished	812	0
WDK	Deck, Wood	224	0
		4,324	2,818

Extra Features

Extra Features				<u>Legend</u>
Code	Description	Size	Value	Bldg #
CLR1	COOLER	110 S.F.	\$4,300	1
CLR1	COOLER	96 S.F.	\$3,700	1

Land

Land Use **Land Line Valuation**

Use Code 3333

LARGE BUS MDL-94 Description

Zone CD Alt Land Appr No

Category

Size (Sqr Feet) 5000

Depth

Assessed Value \$394,000

Appraised Value \$394,000

Outbuildings

			Outbuildings			<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
CNP2	CANOPY			350 S.F.	\$4,300	1
PAT1	PATIO-AVG			1700 S.F.	\$5,600	1

Valuation History

	Appraisal		
Valuation Year	Improvements	Land	Total
2019	\$444,600	\$394,000	\$838,600

	Assessment		
Valuation Year	Improvements	Land	Total
2019	\$444,600	\$394,000	\$838,600

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Division of Thielsch Engineering, Inc.

BAL Laboratory

The Microbiology Division of Thielsch Engineering, Inc.



CERTIFICATE OF ANALYSIS

Jay Romano Redox Tech NE, LLC 880 Washington Street, Rear Attleboro, MA 02703

RE: Former Toppi Grill (2011-11)

ESS Laboratory Work Order Number: 1104227

This signed Certificate of Analysis is our approved release of your analytical results. These results are only representative of sample aliquots received at the laboratory. ESS Laboratory expects its clients to follow all regulatory sampling guidelines. Beginning with this page, the entire report has been paginated. This report should not be copied except in full without the approval of the laboratory. Samples will be disposed of thirty days after the final report has been delivered. If you have any questions or concerns, please feel free to call our Customer Service Department.

Line y the WO. W

ISS .

Digitally signed by Laurel Stoddard Date: 2011.04.26 14:30:39 -04'00'

Laurel Stoddard Laboratory Director

Analytical Summary

The project as described above has been analyzed in accordance with the ESS Quality Assurance Plan. This plan utilizes the following methodologies: US EPA SW-846, US EPA Methods for Chemical Analysis of Water and Wastes per 40 CFR Part 136, APHA Standard Methods for the Examination of Water and Wastewater, American Society for Testing and Materials (ASTM), and other recognized methodologies. The analyses with these noted observations are in conformance to the Quality Assurance Plan. In chromatographic analysis, manual integration is frequently used instead of automated integration because it produces more accurate results.

ESS Laboratory certifies that the test results meet the requirements of NELAC and A2LA, except where noted within this project narrative.



Division of Thielsch Engineering, Inc.

BAL Laboratory

The Microbiology Division of Thielsch Engineering, Inc.



CERTIFICATE OF ANALYSIS

Client Name: Redox Tech NE, LLC Client Project ID: Former Toppi Grill

ESS Laboratory Work Order: 1104227

SAMPLE RECEIPT

The following samples were received on April 19, 2011 for the analyses specified on the enclosed Chain of Custody Record.

Lab Number	SampleName	Matrix	Analysis
1104227-01	B1 0-3	Soil	8100M
1104227-02	B2 0-3	Soil	8100M
1104227-03	B3 0-3	Soil	8100M
1104227-04	B4 0-3	Soil	8100M
1104227-05	B5 0-3	Soil	8100M
1104227-06	B6 0-3	Soil	8100M



BAL Laboratory

The Microbiology Division of Thielsch Engineering, Inc.



CERTIFICATE OF ANALYSIS

Client Name: Redox Tech NE, LLC Client Project ID: Former Toppi Grill

ESS Laboratory Work Order: 1104227

PROJECT NARRATIVE

No unusual observations noted.

End of Project Narrative.

DATA USABILITY LINKS



Division of Thielsch Engineering, Inc.

BAL Laboratory

The Microbiology Division of Thielsch Engineering, Inc.



CERTIFICATE OF ANALYSIS

Client Name: Redox Tech NE, LLC Client Project ID: Former Toppi Grill

Client Sample ID: B1 0-3 Date Sampled: 04/18/11 09:03

Percent Solids:

91 Initial Volume: 20.2 Final Volume: 1

Extraction Method: 3546

ESS Laboratory Work Order: 1104227 ESS Laboratory Sample ID: 1104227-01

Sample Matrix: Soil Units: mg/kg dry Analyst: ML

Prepared: 4/21/11 17:55

8100M Total Petroleum Hydrocarbons

RI - RES DEC

Batch Analyzed Sequence Limit DF Results (MRL) 04/22/11 20:22 CUD0165 CD12014 500 **Total Petroleum Hydrocarbons** 354 (40.8)

%Recovery

Oualifier

Limits

Surrogate: O-Terphenyl

95 %

40-140



Division of Thielsch Engineering, Inc.

BAL Laboratory

The Microbiology Division of Thielsch Engineering, Inc.



CERTIFICATE OF ANALYSIS

Client Name: Redox Tech NE, LLC Client Project ID: Former Toppi Grill

Client Sample ID: B2 0-3 Date Sampled: 04/18/11 09:47

Percent Solids:

Initial Volume: 19.8 Final Volume: 1

Extraction Method: 3546

ESS Laboratory Work Order: 1104227 ESS Laboratory Sample ID: 1104227-02

Sample Matrix: Soil Units: mg/kg dry Analyst: ML

Prepared: 4/21/11 17:55

8100M Total Petroleum Hydrocarbons

			RI - RES D	EC			
Analyte Total Petroleum Hydrocarbons	Results (MRL) 46.1 (43.0)		Limit 500	<u>DF</u>	Analyzed 04/22/11 20:56	Sequence CUD0165	Batch CD12014
	%Recovery	Qualifier	Limits				
Surrogate: O-Terphenyl	91 %		40-140				



Division of Thielsch Engineering, Inc.

BAL Laboratory

The Microbiology Division of Thielsch Engineering, Inc.



CERTIFICATE OF ANALYSIS

Client Name: Redox Tech NE, LLC Client Project ID: Former Toppi Grill

Client Sample ID: B3 0-3 Date Sampled: 04/18/11 10:18

Percent Solids: 87 Initial Volume: 19.7 Final Volume: 1

Extraction Method: 3546

ESS Laboratory Work Order: 1104227 ESS Laboratory Sample ID: 1104227-03

Sample Matrix: Soil Units: mg/kg dry Analyst: ML

Prepared: 4/21/11 17:55

8100M Total Petroleum Hydrocarbons

			RI - RES D	EC			
Analyte Total Petroleum Hydrocarbons	Results (MRL) 229 (43.8)		Limit 500	<u>DF</u> 1	Analyzed 04/22/11 21:31	Sequence CUD0165	Batch CD12014
	%Recovery	Qualifier	Limits				

Surrogate: O-Terphenyl

94 %

40-140



Division of Thielsch Engineering, Inc.

BAL Laboratory

The Microbiology Division of Thielsch Engineering, Inc.



CERTIFICATE OF ANALYSIS

Client Name: Redox Tech NE, LLC Client Project ID: Former Toppi Grill

Client Sample ID: B4 0-3 Date Sampled: 04/18/11 10:51

Percent Solids: 87 Initial Volume: 19.9 Final Volume: 1

Extraction Method: 3546

ESS Laboratory Work Order: 1104227 ESS Laboratory Sample ID: 1104227-04

Sample Matrix: Soil Units: mg/kg dry Analyst: ML

Prepared: 4/21/11 17:55

8100M Total Petroleum Hydrocarbons

RI - RES DEC Analyte Results (MRL) Limit $\underline{\mathbf{DF}}$ Analyzed Sequence Batch Total Petroleum Hydrocarbons ND (43.3) 500 04/22/11 22:05 CUD0165 CD12014 %Recovery Qualifier Limits Surrogate: O-Terphenyl 92 % 40-140



Division of Thielsch Engineering, Inc.

BAL Laboratory

The Microbiology Division of Thielsch Engineering, Inc.



CERTIFICATE OF ANALYSIS

Client Name: Redox Tech NE, LLC Client Project ID: Former Toppi Grill

Client Sample ID: B5 0-3 Date Sampled: 04/18/11 11:27

Percent Solids: 92 Initial Volume: 20.1 Final Volume: 1

Extraction Method: 3546

Total Petroleum Hydrocarbons

Analyte

ESS Laboratory Work Order: 1104227 ESS Laboratory Sample ID: 1104227-05

Sample Matrix: Soil Units: mg/kg dry Analyst: ML

Prepared: 4/21/11 17:55

8100M Total Petroleum Hydrocarbons

	RI - RES D	EC			
Results (MRL)	Limit	DF	Analyzed	Sequence	Batch
290 (40.6)	500	1	04/22/11 22:40	CUD0165	CD12014

Surrogate: O-Terphenyl 90 % 40-140



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CERTIFICATE OF ANALYSIS

Client Name: Redox Tech NE, LLC Client Project ID: Former Toppi Grill

Client Sample ID: B6 0-3 Date Sampled: 04/18/11 12:01

Percent Solids:

89 Initial Volume: 19.9 Final Volume: 1

Extraction Method: 3546

ESS Laboratory Work Order: 1104227 ESS Laboratory Sample ID: 1104227-06

Sample Matrix: Soil Units: mg/kg dry Analyst: ML

Prepared: 4/21/11 17:55

8100M Total Petroleum Hydrocarbons

Qualifier

RI - RES DEC Sequence Batch Limit DF Analyzed Results (MRL) 04/22/11 23:14 CUD0165 CD12014 500 189 (42.3) **Total Petroleum Hydrocarbons**

Surrogate: O-Terphenyl

91 %

%Recovery

Limits

40-140



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CERTIFICATE OF ANALYSIS

Client Name: Redox Tech NE, LLC Client Project ID: Former Toppi Grill

ESS Laboratory Work Order: 1104227

Quality Control Data

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	Limit	Qualifie
		8100M Tot	al Petroleum	Hydroca	rbons					
Batch CD12014 - 3546										
Blank		7 - 53.0	V 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1							
Decane (C10)	ND	0.2	mg/kg wet							
Docosane (C22)	ND	0.2	mg/kg wet							
Dodecane (C12)	ND	0.2	mg/kg wet							
Eicosane (C20)	ND	0.2	mg/kg wet							
Hexacosane (C26)	ND	0.2	mg/kg wet							
Hexadecane (C16)	ND	0.2	mg/kg wet							
Vonadecane (C19)	ND	0.2	mg/kg wet							
Nonane (C9)	ND	0.2	mg/kg wet							
Octacosane (C28)	ND	0.2	mg/kg wet							
Octadecane (C18)	ND	0.2	mg/kg wet							
Tetracosane (C24)	ND	0.2	mg/kg wet							
Tetradecane (C14)	ND	0.2	mg/kg wet							
Total Petroleum Hydrocarbons	ND	37.5	mg/kg wet							
Triacontane (C30)	ND	0.2	mg/kg wet							
Surrogate: O-Terphenyl	5.30		mg/kg wet	5.000		106	40-140			
.cs										
Decane (C10)	2.0	0.2	mg/kg wet	2.500		79	40-140			
Docosane (C22)	2.3	0.2	mg/kg wet	2.500		92	40-140			
Dodecane (C12)	2.2	0.2	mg/kg wet	2.500		90	40-140			
Eicosane (C20)	2.4	0.2	mg/kg wet	2.500		95	40-140			
Hexacosane (C26)	2.3	0.2	mg/kg wet	2.500		92	40-140			
Hexadecane (C16)	2.3	0.2	mg/kg wet	2.500		94	40-140			
Nonadecane (C19)	2.5	0.2	mg/kg wet	2.500		100	40-140			
Nonane (C9)	1.7	0.2	mg/kg wet	2.500		67	30-140			
Octacosane (C28)	2.2	0.2	mg/kg wet	2.500		88	40-140			
Octadecane (C18)	2.4	0.2	mg/kg wet	2.500		95	40-140			
Tetracosane (C24)	2.4	0.2	mg/kg wet	2.500		94	40-140			
Tetradecane (C14)	2.3	0.2	mg/kg wet	2.500		90	40-140			
Total Petroleum Hydrocarbons	31.4	37.5	mg/kg wet	35.00		90	40-140			
Triacontane (C30)	2.1	0.2	mg/kg wet	2.500		84	40-140			
Surrogate: O-Terphenyl	5.07		mg/kg wet	5.000		101	40-140			
LCS Dup					77					
Decane (C10)	2.1	0.2	mg/kg wet	2.500		85	40-140	6	50	
Docosane (C22)	2.5	0.2	mg/kg wet	2.500		99	40-140	8	50	
Dodecane (C12)	2.4	0.2	mg/kg wet	2.500		95	40-140	5	50	
Eicosane (C20)	2.6	0.2	mg/kg wet	2.500		103	40-140	8	50	
Hexacosane (C26)	2.5	0.2	mg/kg wet	2.500		99	40-140	8	50	
Hexadecane (C16)	2.5	0.2	mg/kg wet	2.500		101	40-140	7	50	
Vonadecane (C19)	2.7	0.2	mg/kg wet	2.500		108	40-140	8	50	
Nonane (C9)	1.8	0.2	mg/kg wet	2.500		72	30-140	7	50	
Octacosane (C28)	2.4	0.2	mg/kg wet	2.500		95	40-140	7	50	
Octadecane (C18)	2.6	0.2	mg/kg wet	2.500		103	40-140	8	50	



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CERTIFICATE OF ANALYSIS

Client Name: Redox Tech NE, LLC Client Project ID: Former Toppi Grill

ESS Laboratory Work Order: 1104227

Quality Control Data

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
		8100M Tot	al Petroleum	Hydroca	arbons					
Batch CD12014 - 3546										
Tetracosane (C24)	2.6	0.2	mg/kg wet	2.500		102	40-140	8	50	
Tetradecane (C14)	2.4	0.2	mg/kg wet	2.500		96	40-140	6	50	
Total Petroleum Hydrocarbons	33.3	37.5	mg/kg wet	35.00		95	40-140	6	50	
Triacontane (C30)	2.2	0.2	mg/kg wet	2.500		89	40-140	6	50	
Surrogate: O-Terphenyl	5.34		mg/kg wet	5.000		107	40-140			



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CERTIFICATE OF ANALYSIS

Client Name: Redox Tech NE, LLC Client Project ID: Former Toppi Grill

[CALC] Calculated Analyte

ESS Laboratory Work Order: 1104227

Notes and Definitions

	Trous dia Pallicons
U	Analyte included in the analysis, but not detected
ND	Analyte NOT DETECTED at or above the MRL (LOQ), LOD for DoD Reports, MDL for J-Flagged Analytes
dry	Sample results reported on a dry weight basis
RPD	Relative Percent Difference
MDL	Method Detection Limit
MRL	Method Reporting Limit
LOD	Limit of Detection
LOQ	Limit of Quantitation
DL	Detection Limit
I/V	Initial Volume
F/V	Final Volume
§	Subcontracted analysis; see attached report
1	Range result excludes concentrations of surrogates and/or internal standards eluting in that range.
2	Range result excludes concentrations of target analytes eluting in that range.
3	Range result excludes the concentration of the C9-C10 aromatic range.
Avg	Results reported as a mathematical average.
NR	No Recovery



BAL Laboratory

The Microbiology Division of Thielsch Engineering, Inc.



CERTIFICATE OF ANALYSIS

Client Name: Redox Tech NE, LLC Client Project ID: Former Toppi Grill

ESS Laboratory Work Order: 1104227

ESS LABORATORY CERTIFICATIONS AND ACCREDITATIONS

ENVIRONMENTAL

Department of Defense (DoD) Environmental Laboratory Accreditation Program (ELAP)

A2LA Accredited: Testing Cert# 2864.01

Rhode Island Potable and Non Potable Water: LAI00179

Connecticut Potable and Non Potable Water, Solid and Hazardous Waste: PH-0750

Maine Potable and Non Potable Water: RI0002

Massachusetts Potable and Non Potable Water: M-RI002

New Hampshire (NELAP accredited) Potable and Non PotableWater, Solid and Hazardous Waste: 2424

New York (NELAP accredited) Potable and Non Potable Water, Solid and Hazardous Waste: 11313

United States Department of Agriculture Soil Permit: S-54210

Maryland Potable Water: 301

South Carolina Volatile Organic Compounds in Potable Water: 78003

New Jersey Potable (VOA) and Non Potable Water (RCRA), Solids and Hazardous Waste: RI002

CHEMISTRY

A2LA Accredited: Testing Cert # 2864.01 Lead in Paint, Phthalates, Lead in Children's Metals Products (Including Jewelry)

> CPSC ID# 1141 Lead Paint, Lead in Children's Metals Jewelry

Sample and Cooler Receipt Checklist

Client: Redox Tech NE,LLC

Client Project ID: .

Shipped/Delivered Via:

ESS Project ID: 11040227 Date Project Due: 4/26/11 Days For Project: 5 Day

ESS Courier

Items to be checked upon receipt:

12345

6

Completed By:

Reviewed By:_

Sample Number Properly Preser	-		
Who was called?:		By whom?	
18. Was there need to call project manag	er to dise	cuss status? If yes, please explain.	
9. Is COC complete and correct?	Yes	TAT:	
8. Does the COC match the sample	Yes	Analysis:	
7. Was COC signed and dated by client?	Yes	Sub Lab:	
6. Was COC included with samples?	Yes	ESS Sample IDs:	
Iced With: Icepacks		17. Were samples received intact?	Yes No
Cooler Temp: 2.8		16. Are ESS labels on correct containers?	
5. Is a cooler present?	Yes	15. Any Subcontracting needed?	No
Is Radiation count < 100 CPM?	Yes	14. Sufficient sample volumes?	Yes
3. Were Custody Seals Intact?	N/A	13. Holding times exceeded?	No
2. Were Custody Seals Present?	No	12. Any air bubbles in the VOA vials?	N/A
Air No.:		11. Proper sample containers used?	Yes
Air Bill Manifest Present?	* No	Are the samples properly preserved?	Yes

8 oz Soil Jar

Date/Time:

Date/Time:

Yes

Yes

Yes

Yes

Yes

Yes

NP

NP

NP

NP

NP

NP

ESS Laborator	torv			CHAIN	NOF		CUSTODY)Y	Page	of_
Division of Thielsch Engineering, Inc.	gineering, Inc.	110 2211	Turn Time If faster than	Turn Time Standard Other If faster than 5 days, prior approval by laboratory is required #	rd Other Il by laboratory i	r is required #	Repor	Reporting Limits	ESS LAB P	ESS LAB PROJECT ID
(85 Frances Avenue, C Fel. (401) 461-7181	Fax (401) 461-4486	486	State wheels	I CT NH NJ NY	l from: NY ME	Other	Electr	Electronic Deliverable	Yes	o x
=			Is this project MA-MCP	oject for any of the following:	ing: USACE	Other	Form	Format: Excel Access .	PDF 🚣 Other	er _
1	}	Project #		0	or less)			Write Required Analysis	d Analysis	
53	2	3	11-	HORNES LOPPIL	17:45	T	_			
Contact Person		SSS	OR-W	Admilan	步	suz	mQ			
1 7	Sarre	0	420 A	/ #Od	1		910	-		
	Fax#	399-0191	,	Email Address	Sur Les		5 +			
Date	Collecti	NATRIX	Sample Ide	Identification (20 Chan or less)	E Pres	Code Numbe	MT.			
11/2/11/10	9.03	KS BI	(0-3	-		1 16	>			
Mally CO	44.4	X 137		· · ·		1 1 6	X			
03 4/18/11	10:18	X B3	3 (0-	3.)		<u></u>	×			
11/8/h 50	10:51	西メ	(0)	3.)		- 0	×			
11/2/14 50	£2:11	X BS	5 70	-3.		1 - 6	メ			
11/8/11/90	12:01	X	O. 28	3.		<u>-</u>	Z			
			,							+
						-			+	_
Container Type: P-Poly G-Glass	S-Sterile	V-VOA Matrix: S-Soil	SD-Solid	D-Sludge WW-Waste Water		GW-Ground Water	SW-Surfac	ter DW-Drinking Water	O-Oi	W-Wipes F-Filters
Cooler Present X Yes	% 	Internal Use Only		Preservation Code 1- NP,	NP, 2- HCI, 3- H,SO.	SO4, 4- HNO5,	5- NaOH,	6- MeOH, 7- Asorbic Acid, 8-	d, 8- ZnAct, 9-	
Seals Intact Yes	No NA:	[] Pickup	Samp	Sampled by: Keil	Recion	ę				
Cooler Temps 2. 8		[] Technicians_	Comments:	nents:						
Relingarished by: (Signature)	VA Date/Time	Received 154 Sig	Signature	19/ 108.3D	Relinquished by: (Signature)	r: (Signature)	Date/Time	Received by: (Signature)	gnature)	Date/Time
Relinquished by: (Signature)	Date/Time	Received by: (Signature)	nature)	Date/Time	Relinquished by: (Signature)	r: (Signature)	Date/Time	Received by: (Signature)	gnature)	Date/Time
*By circling MA-MCP, client acknowledges samples were collected in accordance with MADEP CAM VII A	knowledges samples we	re collected	Please	Please fax all changes to Chain of Custody in writing.	ain of Custody i	n writing.		1 (White) Lab Copy		2 (Yellow) Client Receipt

"Providing Innovative In Situ Soil and Groundwater Treatment"

14 Narra	ricia's Troppi Grill agansett Avenue nestown, RI
Location/Depth	Concentration (PPM)
B1 (0-3')	354
B2 (0-3')	46.1
B3 (0-3')	229
B4 (0-3')	ND (<43.3)
B5 (0-3')	290
B6 (0-3')	189
RI DEM Residentia	al Soil Standard = 500 PPM

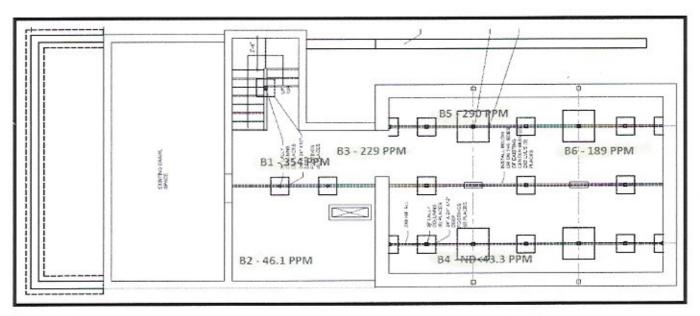
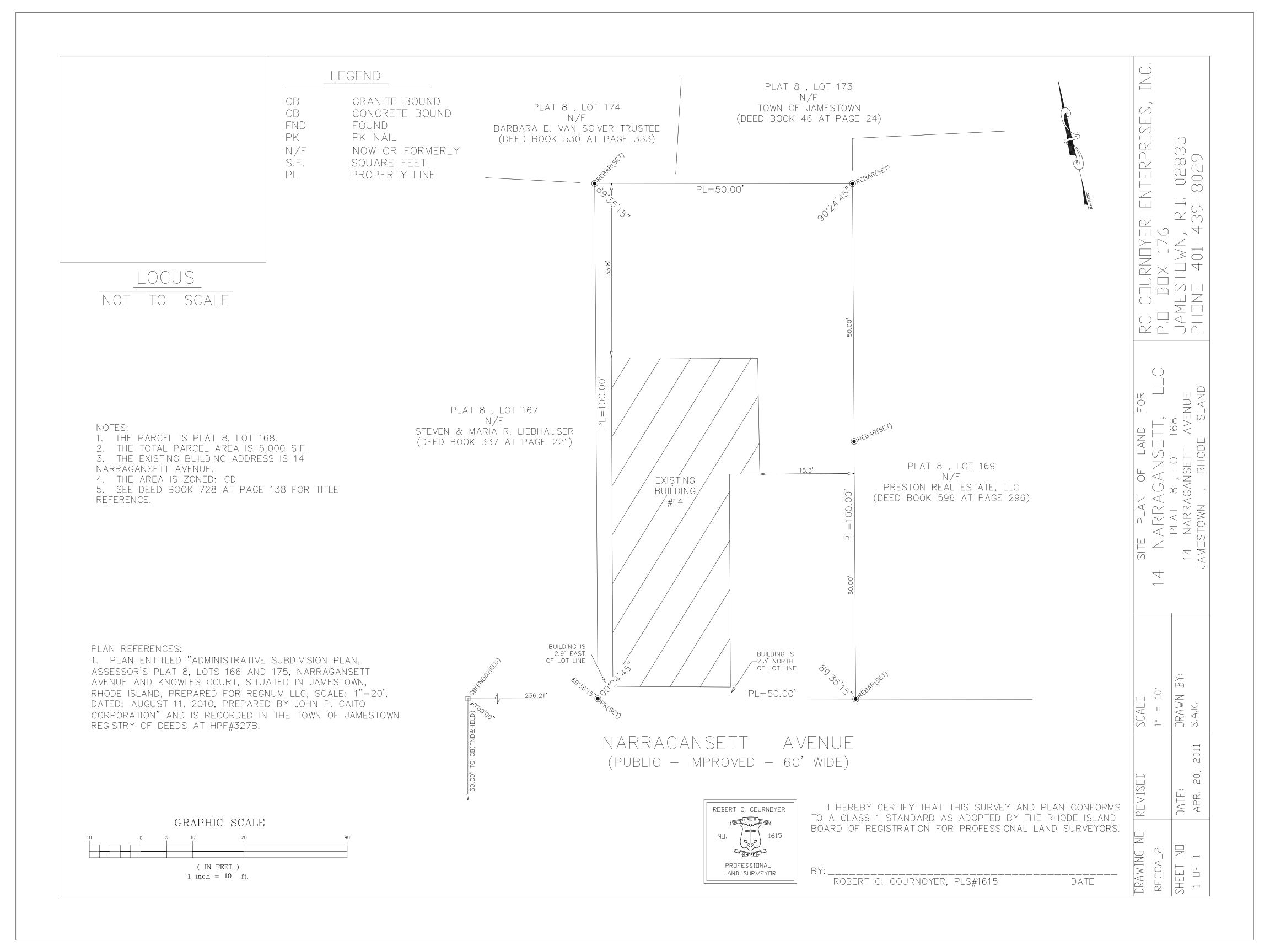


Figure 1 - Soil Sample Locations and Concentrations.

Photographs and video of the Real Estate can be viewed at:

https://kirbyprop.com/property/jamestownrestaurant-for-sale/



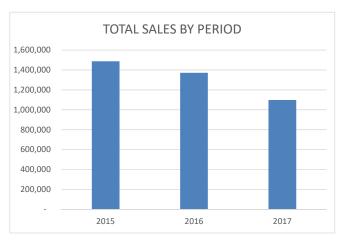


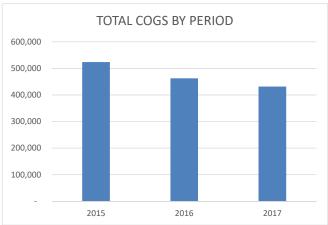
Jamestown FiSH Historical Dashboard

Operating Summary - Jamestown FiSH

					% of Average
Sales by Period	2015	2016	2017	Average	Revenue
FOOD/BEVERAGE SALES	956,571	896,428	692,628	848,542	64%
WINE SALES	298,863	285,347	236,588	273,599	21%
LIQUOR SALES	140,479	122,236	125,782	129,499	10%
BEER SALES	84,990	65,068	42,160	64,073	5%
GIFT CERTIFICATES	2,080	883	(5,051)	(696)	0%
SALES - OTHER	2,653	719	5,480	2,951	0%
REFUNDS-ALLOWANCES	2,580	1,263	567	1,470	0%
	1,488,216	1,371,944	1,098,155	1,319,438	100%

Income Statement Analysis	2015	2016	2017	Average	% of Average Revenue
(Per Internal Financials)					
Total Sales	1,488,216	1,371,944	1,098,155	1,319,438	100%
Cost of Goods Sold	523,562	462,448	431,449	472,486	36%
Gross Profit	964,654	909,496	666,706	846,952	64%
Gross Profit %*	65%	66%	61%	64%	
Operating Expenses	905,565	931,863	837,031	891,486	68%
EBITDA	59,089	(22,367)	(170,325)	(44,534)	-3%
Depreciation	53,942	35,059	26,835	38,612	3%
Net Income (Loss)	5,147	(57,426)	(197,160)	(83,146)	-6%
Key Operating Items					
Payroll Expenses	553,803	565,871	511,002	543,559	41%
Utilities	49,727	43,729	41,636	45,031	3%
Uniforms & Linens	23,180	1,825	849	8,618	1%
Insurance	19,375	22,942	34,303	25,540	2%
Credit Card Fees	42,952	41,336	33,313	39,200	3%
Advertising	20,005	12,603	9,353	13,987	1%
	709,042	688,307	630,456	675,935	51%





^{*}Note: Gross profit percentage is based on gross receipts reduced solely by food and beverage purchases.

Payroll Expenses includes wages, payroll taxes, and payroll service fees.

Food/Beverage Sales

Food & Beverage Sales by month and year

Month	<u>2015</u>	<u> 2016</u>	<u>2017</u>
January	3,599	16,378	14,303
February	22,321	37,962	29,627
March	36,271	34,982	27,731
April	37,480	51,616	34,440
May	94,022	73,688	46,371
June	101,001	104,224	80,848
July	213,331	196,176	152,527
August	212,304	180,875	135,957
September	98,044	87,669	78,691
October	52,009	41,400	35,255
November	41,513	39,910	27,915
December	44,677	31,547	28,964
Total Income	956,571	896,428	692,628

Wine Sales

Wine Sales by month and year

Month	<u> 2015</u>	<u> 2016</u>	<u>2017</u>
January	1,425	4,920	3,428
February	8,607	12,233	9,855
March	12,647	11,948	10,485
April	12,972	18,037	13,154
May	30,972	23,288	16,700
June	29,521	32,111	28,667
July	58,842	57,376	45,641
August	58,919	54,809	42,557
September	33,318	27,842	27,065
October	18,869	15,708	13,070
November	16,492	12,891	11,967
December	16,280	14,184	13,999
Total Income	298,864	285,347	236,588

Liquor Sales

Liquor Sales by month and year

Month	<u> 2015</u>	<u>2016</u>	<u>2017</u>
January	521	1,860	1,645
February	3,045	3,789	4,184
March	5,218	5,043	3,899
April	5,625	7,112	4,702
May	14,465	11,735	7,574
June	16,273	13,781	14,695
July	30,818	29,274	27,251
August	32,865	24,274	29,031
September	14,689	12,430	15,975
October	7,431	4,717	5,258
November	5,091	4,457	4,583
December	4,440	3,763	6,986
Total Income	140,479	122,236	125,782

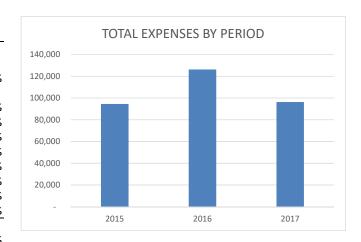
Beer Sales

Beer Sales by month and year

<u>Month</u>	<u> 2015</u>	<u> 2016</u>	<u>2017</u>
January	126	511	239
February	1,201	1,229	836
March	1,956	1,244	743
April	1,790	2,121	1,070
May	9,677	5,360	2,405
June	11,096	9,311	6,629
July	22,153	18,042	11,852
August	20,185	15,666	9,468
September	9,687	7,028	5,797
October	4,253	2,040	1,815
November	1,518	1,549	725
December	1,349	968	582
			_
Total Income	84,990	65,068	42,160

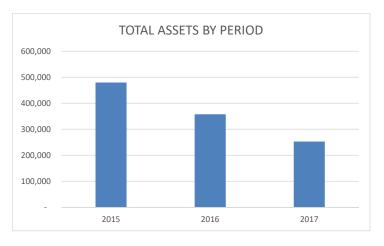
Operating Summary - 14 Narragansett, LLC

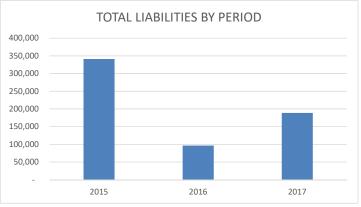
					% of Average
Income Statement Analysis	2015	2016	2017	Average	Income
(Per internal financials)			_	•	
Rental income	60,000	82,216	75,480	72,565	5%
Bank service charges	60	-	-	20	0%
Insurance expense	6,602	-	-	2,201	0%
Professional fees	1,950	4,085	4,205	3,413	0%
Property management fees	-	48,000	48,000	32,000	2%
Property taxes	6,944	-	-	2,315	0%
Repairs & maintenance	-	-	1,500	500	0%
State taxes	500	500	450	483	0%
Depreciation	78,518	73,654	42,169	64,780	5%
Total expenses	94,574	126,239	96,324	105,712	8%
Net Loss	(34,574)	(44,023)	(20,844)	(33,147)	-3%



Balance Sheet - Jamestown FiSH

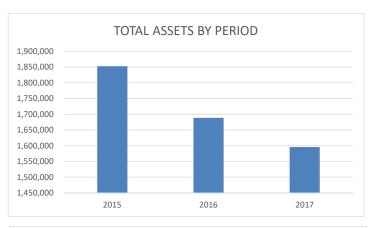
Balance Sheet Analysis	2015	2016	2017
(Per internal financials)			
Cash	188,495	83,513	14,017
Inventory	183,724	193,530	189,940
Fixed assets	389,791	389,791	390,731
Accumulated depreciation	(289,495)	(324,554)	(351,389)
Accounts receivable	-	6,410	432
Loan receivable - Other	7,039	8,802	8,794
Total assets	479,554	357,492	252,525
Accounts payable	14,884	19,461	62,103
Credit card payable	824	3,182	54
Other liabilities	12,291	8,367	6,467
Loans payable - Other	-	-	35,000
Loan payable - 14 Narragansett, LLC	313,143	65,496	85,074
Total liabilities	341,141	96,506	188,698
Paid in capital	830,000	1,010,000	1,010,000
Retained earnings	(696,734)	(691,588)	(749,013)
Net income (loss)	5,147	(57,426)	(197,160)
Total equity	138,413	260,986	63,827
Total liabilities & equity	479,554	357,492	252,525

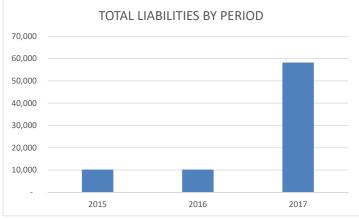




Balance Sheet - 14 Narragansett, LLC

Balance Sheet Analysis	2015	2016	2017
(Per internal financials)			_
Cash	231	157,509	79,256
Fixed assets	2,012,231	2,012,231	2,020,231
Accumulated depreciation	(474,718)	(548,371)	(590,541)
Loan receivable - Jamestown Fish	313,143	65,496	85,075
Loan receivable - Other	1,624	1,624	1,624
Total assets	1,852,511	1,688,489	1,595,646
Loan payable - Other	10,209	10,209	58,209
Total liabilities	10,209	10,209	58,209
Paid in capital	1,876,877	1,722,303	1,558,281
Net loss	(34,575)	(44,023)	(20,844)
Total equity	1,842,302	1,678,280	1,537,437
Total liabilities & equity	1,852,511	1,688,489	1,595,646





Fixed Asset Summary

Fixed Assets per Company - as of 12/31/17	Jamestown FiSH	14 Narragansett, LLC	Total
Land	-	131,417	131,417
Building	-	577,416	577,416
Improvements	27,806	962,931	990,737
Furniture & Fixtures	191,013	1,124	192,137
Equipment	171,912	347,343	519,255
Total	390,731	2,020,231	2,410,962



ASSET REPORT

Jamestown Culinary Partners, LLC 14 Narragansett, LLC

Prepared for: Receiver, Linda Rekas Sloan, Esq. 285 Sharpe Street West Greenwich, RI 02817

Effective Date: August 18, 2020

Prepared By
SJ CORIO COMPANY
Auctions Appraisals Liquidations
22 Dewey Avenue #6
Warwick, Rhode Island 02886
Ph.401.738.0400 Fax.401.738.1507
Email: info@sjcorio.com
Internet address: www.sjcorio.com



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Quantity Description

Kitchen Area

)	Moffat 7	Turbo	Fan	double	stack	convention	ovens

- Jade 15' production line consisting of double oven, (2) warming trays, 6 gas burners, griddle, grill, (2) double deep fryers, back shelf.
- 1 Approximately 15' Captive Aire overhead hood and Ansul suppression system
- 1 Alto-Shaam Combitherm convection oven
- 1 12' x 80" x 51" prep station with under refrigeration, storage & induction top. Overhead Hatco warmers
- 1 9'3" prep sink, with 4 drawer refrigeration
- 1 5' Stainless steel coffee station with under counter refrigeration
- 1 Fetco CBS-2041e coffee brewer
- 2 Luxus coffee warmers
- 1 Pacjet grinder
- 1 Blendtec Chef mixer
- 1 Blendtec EZ mixer
- 1 La Mazzocco espresso / cappuccino maker
- 1 Stainless steel hand sink
- 1 Kitchen Aid commercial table top mixer
- 1 Robot Coupe Model R2, 3 qt. food processor
- 1 Stainless steel 3 bay corner wash sink, with (2) drip sides approximately 36"

- 1 Hobart LXi stainless steel under counter dishwasher
- 1 Hobart Model AM15VL pass-through ventless dishwasher
- 1 Salvajor Model S914 waste disposal
- 1 Stainless steel 8.5' dish drop station
- 1 Sodir microwave/convection
- Assorted lot of saute pans, stock pots, sauce pans, inserts, steamer inserts, cutting boards, kitchen utensils, sheet pans, etc.
- Service for approximately 75-100 including but not limited to dinner plates, soup bowl, bread dishes, serving platers, knives, spoons, forks, glassware, water, wine, cocktails, etc.
- 1 Assorted tea/coffee warmers, espresso cups/saucers,
- 1 Stainless steel hand sink with push bar

Front Bar Area

- 1 16" stainless steel hand sink with water dispenser
- 1 24" stainless steel ice bin
- 1 Glastender reach-in glass/beer cooler
- 1 12" stainless steel hand sink
- 1 24" drip station

Dining Area

- 10 Dining tables, 24" x 36"
- 5 Dining tables, 36" square drop-leaf to 50" round
- 40 Dining chairs
- 5 Bar height chairs
- 2 Liebherr GranCru glass door beverage coolers
- 6 Stainless steel table side bottle ice coolers

Upstairs Bar Area

- 2 Continental double door glass beverage coolers
- 1 Glastender double reach-in beverage cooler
- 1 12" stainless steel hand sink
- 1 24" drip station
- 1 48" 3 bay bar sink
- 1 34" stainless steel ice bin with water dispenser
- 1 Wooden serving station
- 2 Bar height chairs

1 Samsung 54" flat panel TV

Conference Room

- 1 80" Conference table with (7) wood/vinyl chairs (dining chairs)
- 1 Lot of assorted artwork, framed photos, prints and sculptures.

Office Area

- 5 Modular work station office desks
- 6 Roller high back office chairs
- 2 3 Drawer lateral file cabinets
- 1 2 Drawer lateral file cabinet
- 1 Lot of assorted supplies, beer taps, office supplies, etc
- 1 Lot of assorted POS components
- 1 Xerox ColorQube 8700 copy machine, fax, scan
- 1 Assorted filing cabinets and storage cabinets
- 1 Antique steel 28" x 43" single door safe
- 3 PC Computers, printers and accessories
- 1 Security cameras and monitoring system.

Basement

- 1 Manitowoc Model B570 Ice machine
- Norlake crushed ice machine
- 1 Hobart model EDGE slicer
- 1 Pitco single bay friolator, not in service
- 1 Univex model SRM30+, 30 quart mixer
- 1 Bunn coffee grinder
- 3 Tabletop 7 shelf baker racks
- 1 6' butcher block bakers table
- 1 True single door freezer, not working
- 1 American Panel walk-in cooler 8' x 10'
- 1 Stainless steel hand sink
- 1 Stainless steel rinse sink, 48"
- 1 Stainless steel french fry press
- 1 Assorted lot of stock pots, sheet pans, muffin pans, covers, sifter, etc.
- 4 True single door glass beverage coolers
- 1 Lot of assorted racking

1 Crawl space, assorted inventory, including but not limited to unused equipment, glassware, foodgrade storage containers, supplies, catering equipment, lettuce spinners,

Outside bar/kitchen

- 1 Wood Stone Pizza oven with overhead exhaust damper
- 1 Manitowoc Model B570 Ice machine
- 1 30" Stainless steel drip station with under storage
- 1 Stainless steel 48" 3 bay bar sink
- 1 Glastender reach-in glass/beer cooler 36"
- 1 Desmon 65" pizza prep station with refrigeration and granite top
- 1 20" drip station
- 2 42" ice bin
- 2 12" stainless steel hand sink
- 1 Supreme Metal 23" drip station
- 1 Stainless steel 18" bottle storage rack
- 1 18" drip station
- 1 12 head beer tap
- 1 Assorted stainless steel countertops
- 1 American Panel Walk-in cooler, 11.5' x 7.75'
- 3 Hot Surface overhead heaters
- 1 Assorted outside seating, loveseats, couches, end tables, umbrella stands, etc.

Municipal Parking Lot, Narragansett Avenue

- 8 Black/white 24" square tables
- 16 Black/white chairs
- 12 Poly-Wood 36" black tables
- 44 Poly-Wood black chairs
- 6 Poly-Wood 36" square black high top tables
- 1 Poly-Wood rectangular black high top table
- 26 Poly-Wood black high top chairs
- 9 Touch umbrellas & umbrella bases
- 1 Wooden hostess station

Conanicut Brewing

- 3 Poly-Wood 36" black high top round tables
- 10 Poly-Wood black high top chairs

Liquor inventory of Jamestown Fish as of December 2018*

*DISCLAIMER:

OPEN LIQUOR AND EXPIRED INVENTORY HAS BEEN DISCARDED AND NO REPRESENTATION IS MADE AS TO THE ACCURACY OF THE BELOW LIST

_	BELOW FI21					
<u>Bar</u>						
<u>code</u>	<u>Item</u>	Qty	Cost	<u>Value</u>	<u>List</u>	<u>Bin</u>
103	Billecart-Salmon Champagne Blanc de Blancs 750 0	1	\$60.00	\$60.00	\$150.00	4529
115	Duval-Leroy Champagne Brut 1er Cru 750 0	1	\$41.40	\$41.40		4507
119	Larmandier Guy Champagne Blanc de Blancs Grand Cru Cramant 750 0	1	\$44.00	\$44.00		4505
121	Jacquesson Champagne Extra Brut Cuvee 738 750 0	1	\$55.00	\$55.00	\$125.00	4100
1404	Canella Veneto Bellini 250 0	1	\$3.83	\$3.83		
1814	La Garagista Sparkling Re-Mix Vermont 750 0	1	\$30.00	\$30.00	\$75.00	4200
1943	Corte Giacobbe Soave Classico 750 2016	1	\$8.99	\$8.99	\$40.00	btg
755	Pacherhof Müller-Thurgau Alto Adige 750 2014	1	\$17.00	\$17.00	\$45.00	2800
365	Tramin Alto Adige Stoan 750 2012	1	\$15.00	\$15.00		90411
285	Caillot Michel Meursault La Barre Dessus Clos Marguerite 750 2010	1	\$46.00	\$46.00		9063-b8
296	Sauzet Etienne Puligny-Montrachet 1er Cru Champ Gain 750 2012	1	\$79.40	\$79.40	\$225.00	9053
290	Bichot Albert Nuits-Saint-Georges Blanc Chateau Gris Les Terrasses 750 2012	1	\$54.92	\$54.92	\$120.00	9061
2065	Clair Bruno Bourgogne Blanc 750 2015	1	\$20.00	\$20.00	\$60.00	2900
2113	Moreau Bernard Bourgogne Blanc 750 2016	1	\$28.00	\$28.00	\$70.00	2500
265	Cuilleron Yves Condrieu Les Chaillets 750 2012	1	\$68.00	\$68.00	\$175.00	9055
1833	Ostertag Domaine Sylvaner Vieilles Vignes 750 2016	1	\$18.67	\$18.67	\$52.00	2500
170	Kistler Chardonnay Sonoma Mountain 750 2012	1	\$46.25	\$46.25	\$135.00	9021
188	Liquid Farm Chardonnay Golden Slope Sta. Rita Hills 750 2012	1	\$38.86	\$38.86		9023-5
1045	Sinskey Robert White Blend Abraxas - Vin de Terroir Blanc Carneros 750 2013	1	\$23.40	\$23.40	\$65.00	9040
1952	Kistler Chardonnay les Noisetiers Sonoma Coast 750 2014	1	\$0.00	\$0.00		
2070	Peju Sauvignon Blanc Napa Valley 750 2016	1	\$10.00	\$10.00	\$35.00	2300
212	Bauer Anton Grüner Veltliner Reserve Wagram 750 2012	1	\$24.00	\$24.00	\$75.00	2720
1963	Netzl Chardonnay Carnuntum Carnuntum 750 2016	1	\$0.00	\$0.00		
209	Odinstal Gewürztraminer Trocken 350 N.N. 750 2011	1	\$23.00	\$23.00	\$55.00	9020
1768	Kumeu River Chardonnay Village Auckland 750 2015	1	\$15.00	\$15.00	\$50.00	2100
190	Badenhorst White Blend Family White Swartland 750 2009	1	\$25.00	\$25.00		90232
1290	Alpha Estate Malagousia Macedonia 750 2014	1	\$12.00	\$12.00	\$36.00	2100
2105	Clair Bruno Marsannay Rosé 750 2017	1	\$20.00	\$20.00	\$60.00	5000
599	Bolmida Silvano Barolo Bussia 1500 2010	1	\$93.00	\$93.00	\$250.00	9082
581	Ca' Rome Barbaresco Maria di Brun 750 2009	1	\$69.17	\$69.17	\$175.00	9154
628	Conterno-Fantino Barolo Sori Ginestra 750 2010	1	\$74.66	\$74.66	\$225.00	9146
1967	Einaudi Luigi Barolo Terlo 750 2012	1	\$0.00	\$0.00		
573	Giacosa Bruno Barbaresco Asili 750 2009	1	\$133.33	\$133.33	\$250.00	9101
588	Giacosa Bruno Barbaresco Riserva Asili 750 2007	1	\$316.25	\$316.25	\$485.00	9155
574	Gresy Marchesi di Barbaresco Camp Gros Martinenga 750 2006	1	\$56.33	\$56.33	\$175.00	9162
762	Fuligni Eredi Rosso di Montalcino Ginestro 750 2012	1	\$29.16	\$29.16	\$75.00	1D
1374	Costanti Brunello di Montalcino 750 2011	1	\$46.67	\$46.67	\$125.00	9112
1307	Occhipinti Arianna Terre Siciliane Rosso SP68 750 2015	1	\$18.00	\$18.00	\$55.00	1A
689	Bea Paolo Montefalco Riserva Vigna Pipparello 750 2008	1	\$48.00	\$48.00	\$80.00	9176
1918	Selvagrossa Marche Rosso Muschen 750 2013	1	\$10.00	\$10.00		4C
	[CONSIGN]-Fourrier Domaine Gevrey-Chambertin 1er Cru Combe au Moine					
1073	Vieilles Vignes 750 2008	1	\$0.00	\$0.00	\$175.00	9112
498	Lignier Hubert Morey-Saint-Denis 1er Cru Les Chaffots 750 2010	1	\$100.00	\$100.00	\$225.00	9123
1392	Domaine Marquis d'Angerville Volnay 1er Cru Fremiet 750 2014	1	\$83.33	\$83.33	\$250.00	9153
528	Pichon-Longueville Baron Chateau Pauillac 750 2005	1	\$166.67	\$166.67	\$350.00	9104
1159	Pichon-Longueville Baron Chateau Pauillac 750 1989	1	\$0.00	\$0.00	\$450.00	9186
1259	[CONSIGN]-Rauzan-Segla Chateau Margaux 750 2000	1	\$0.00	\$0.00	\$200.00	9114
1153	Hosanna Chateau Pomerol 750 2008	1	\$0.00	\$0.00	\$200.00	9164
1146	[CONSIGN]-L'Evangile Chateau Pomerol 750 1995	1	\$0.00	\$0.00	\$275.00	9142
1406	Hippolyte Reverdy Sancerre Rouge 750 2014	1	\$20.00	\$20.00	\$60.00	6C
1502	Morey Vincent & Sophie Chassagne-Montrachet Rouge 375 2013	1	\$23.25	\$23.25		6D
404	Lang & Reed Cabernet Franc 214 Napa Valley 750 2012	1	\$32.00	\$32.00	\$95.00	5E
1305	Kelley Fox Pinot Noir Mirabai Willamette Valley 750 2014	1	\$36.00	\$36.00		
1815	Bethel Heights Pinot Noir Aeolian Eola-Amity Hills 750 2014	1	\$32.00	\$32.00	\$85.00	4B
418	Quilceda Creek Cabernet Sauvignon Columbia Valley 750 2009	1	\$210.00	\$210.00	\$450.00	9092
	•					

Bar						
code	ltem	Qty	Cost	Value	List	Bin
2002	Palacios Alvaro Bierzo Petalos 750 2015	1	\$15.33	\$15.33	\$46.00	3D
			4	4		
1056	Henschke Shiraz Keyneton Estate Mt Edelstone Eden Valley 750 2012	1	\$100.00	\$100.00	\$300.00	9155
1517	Henschke Cabernet Sauvignon Cyril Henschke Eden Valley 750 2012	1	\$115.08	\$115.08	\$250.00	9133
1939	Smith Tim Grenache Bugalugs Barossa Valley 750 2017	1	\$13.33	\$13.33	\$40.00	1A
	Smith Tim Mataro Barossa Valley 750 2015	1	\$24.00	\$24.00	\$60.00	6D
2041	Musar Chateau Red Blend Bekaa Valley 750 2009 Malibran Conegliano Valdobbiadene Prosecco Frizzante Credamora Col Fondo	1	\$39.00	\$39.00	\$98.00	9123
1709	750 2014	1	\$18.67	\$18.67	\$50.00	4300
1666	Calcagno Etna Bianco Ginestra 750 2015	1	\$18.67	\$18.67	·	
1724	Pietradolce Etna Rosso Vigna Barbagalli 750 2013	1	\$74.84	\$74.84	\$125.00	9154
1672	Dugat-Py Bernard Gevrey-Chambertin 1er Cru Vieilles Vignes 750 2013	1	\$98.00	\$98.00	\$250.00	9172
1673 1516	Henschke Grenache Blend Henry's Seven Eden Valley 750 2014	1	\$28.00	\$28.00	\$75.00	6D
1534	Clair Bruno Marsannay Les Vaudenelles 750 2014	1	\$31.00	\$31.00	\$85.00	4C
1533	Clair Bruno Morey-Saint-Denis Blanc En la Rue de Vergy 750 2014	1	\$58.00	\$58.00	\$150.00	9074
1735	Guntrum Riesling Auslese Oppenheimer 750 2002	1	\$9.67	\$9.67	\$40.00	2300
1471	Simard Chateau Saint-Émilion 750 2005 Rivers Westport Sparkling Blanc de Blancs Southeastern New England 750	1	\$36.73	\$36.73	\$95.00	4C
1699	2006	1	\$30.00	\$30.00	\$75.00	4100
1753	Negri Nino Terrazze Retiche di Sondrio Bianco Ca'Brione 750 2015	1	\$25.67	\$25.67		
1707	Montenidoli Toscana Rosé 750 2016	1	\$19.32	\$19.32		5000
1796	Bauer Anton Grüner Veltliner Spiegel Wagram 750 2015	1	\$20.00	\$20.00	\$60.00	9025
734	Zind-Humbrecht Riesling Brand Sélection de Grains Nobles 375 2006	1	\$83.33	\$83.33	\$175.00	9013
754	Zina Hambreche Mesinig Brana Selection de Grans Nobles 373 2000		703.33	 	\$175.00	3013
741	Monsanto Frattoria Vin Santo del Chianti Vin Santo La Chimera 375 1995	1	\$34.67	\$34.67		312
1718	Tinon Samuel Tokaji Aszú 5 Puttonyos 500 2007	1	\$70.00	\$70.00		
1643	Moulin Touchais Coteaux du Layon 750 1997	1	\$48.00	\$48.00	\$95.00	9000
1642 2107	Moulin Touchais Coteaux du Layon 750 2002 [CONSIGN]-d'Yquem Chateau Sauternes 375 1996	1	\$41.00 \$0.00	\$41.00 \$0.00	\$95.00 \$200.00	9000 9184
865	Castillo Rum 1000 0	1	\$9.27	\$9.27	7200.00	3101
1599	Clement Creole Schrub Orange 750 0	1	\$25.89	\$25.89		
879	Don Julio Tequila Anejo 1942 1000 0	1	\$104.95	\$104.95		
942	Oban Single Malt Scotch 14 yr 750 0 Pierre Ferrand Cognac Ambre 750 0	1	\$61.60 \$36.90	\$61.60 \$36.90		
1015	Marolo Grappa Moscato 375 0	1	\$24.55	\$24.55		
1846	Marolo Grappa di Barolo 750 0	1	\$48.60	\$48.60		
1847	Marolo Grappa Milla Chamomile 750 0	1	\$42.08	\$42.08		
1843	Jacopo Poli Eau de Vie Raspberry Lamponi di Poli 750 0	1	\$60.91	\$60.91		
	Bitter Truth Elderflower Liquor 750 0 Combier Royal Combier Grande Liqueur 750 0	1 1	\$26.07 \$15.08	\$26.07 \$15.08		
974	Giffard Vanille De Madagascar 750 0	1	\$25.00	\$25.00		
780	Saison Dupont Farmhouse Ale 2933 0	1	\$178.00	\$178.00		
805	Lagunitas A Little Sumpin Sumpin Ale 355 0	1	\$1.33	\$1.33		
833 1106	Heineken Beer 330 0 Fuller's ESB 500 0	1	\$1.25 \$1.71	\$1.25 \$1.71		
	Dassai N.A. Dassai 23 Junmai Daiginjo Japan 300 0	1	\$30.00	\$30.00		
1558	Birrificio Montegioco Tibir 750 0	1	\$17.17	\$17.17		
1903	HITACHINO NEST Yuzu Lager 350 0	1	\$3.08	\$3.08		
1901	Dupont Etienne Cider 330 2016	1 11	\$9.17	\$9.17		
859 732	Hendricks Gin 1000 0 Graham's Porto Vintage 750 2003	1.14	\$42.20 \$11.67	\$48.11 \$14.00		
	El Maestro Sierra Sherry Fino 375 0	1.2	\$12.00	\$14.40		
2126	El Maestro Sierra Pedro Ximénez Sherry 375 0	1.2	\$13.00	\$15.60		
			4			
	Cigarrera La Manzanilla Sanlúcar de Barrameda Fina Manzanilla 375 0	1.2	\$9.00 \$24.31	\$10.80 \$29.17		
939	Sailor Jerry Rum 1000 0 Laphroaig Single Malt Scotch 1000 0	1.2	\$43.39	\$29.17 \$52.07		
	Buffalo Trace Bourbon 750 0	1.2	\$23.69	\$28.43		
988	Courvoisier Cognac 1000 0	1.2	\$37.39	\$44.87		
841	Chopin Vodka Rye 1000 0	1.3	\$39.15	\$50.90		
1014 971	Pierre Ferrand Cognac Reserve 750 0 Giffard Lichi-Li 750 0	1.3	\$56.20 \$20.00	\$73.06 \$26.00		
5/1	dilialu Lichi-Li 750 0	1.3	\$20.00	\$20.00		

Bar						
code	Item	Qty	Cost	Value	List	Bin
_	Rare Wine Co Madeira Charleston 750 0	1.4	\$37.50	\$52.50	2.54	<u> </u>
	Dalwhinnie Single Malt Scotch 15 yr 1000 0	1.4	\$55.67	\$77.94		
	Pierre Ferrand Cognac 1er Cru Selection of Angels 750 0	1.4	\$121.40	\$169.96		
	Romana Black Sambuca 750 0	1.4	\$22.09	\$30.93		
1778	Glenlivet Founders Reserve 750 0	1.4	\$20.00	\$28.00		
	Elijah Craig Bourbon 750 0	1.5	\$13.95	\$20.93		
900	Woodford Reserve Bourbon 1000 0	1.54	\$34.99	\$53.88		
1825	Ron Zacapa Ron Zacapa XO 750 0	1.6	\$68.72	\$109.95		
941	Macallan Single Malt Scotch 18 yr 1000 0	1.6	\$198.03	\$316.85		
985	B&B Liqueur 1000 0	1.6	\$35.05	\$56.08		
1945	Barbancourt Rhum Rum 15 yr Estate Reserve 750 0	1.7	\$34.39	\$58.46		
927	Balvenie Single Malt Scotch 12 yr 750 0	1.7	\$52.89	\$89.91		
844	Grey Goose Vodka Citron 1000 0	1.74	\$37.17	\$64.68		
938	Lagavulin Single Malt Scotch 16 yr 1000 0	1.8	\$71.71	\$129.08		
1845	Marolo Grappa di Brunello di Montalcino 750 0	1.8	\$47.43	\$85.37		
997	Chartreuse Green 1000 0	1.8	\$45.50	\$81.90		
967	Giffard Creme de Violette 750 0	1.8	\$20.00	\$36.00		
990	Grand Marnier Brandy Orange 1000 0	1.8	\$39.50	\$71.10		
940	Macallan Single Malt Scotch 12 yr 750 0	1.82	\$51.86	\$94.39		
880	Herradura Tequila Reposado 1000 0	1.9	\$36.89	\$70.09		
109	Champion Roland Champagne Blanc de Blancs Special Club 750 2010	2	\$63.00	\$126.00	\$135.00	4100
104	Billecart-Salmon Champagne Brut Reserve 750 0	2	\$38.00	\$76.00	\$85.00	4509
128	Laurent-Perrier Champagne Brut 750 2006	2	\$44.00	\$88.00	\$95.00	4502
367	Jermann Silvio Venezie Giulia Bianco Vintage Tunina 750 2012	2	\$50.56	\$101.12		9065
377	Spinetta La Toscana Bianco Vermentino 750 2013	2	\$13.67	\$27.34		2600
1958	Dampt Sebastian Chablis 750 2015	2	\$0.00	\$0.00		
1937	Bitouzet-Prieur Bourgogne Blanc 750 2015	2	\$17.00	\$34.00		2400
2011	Ente Benoit Bourgogne Blanc 750 2016	2	\$30.00	\$60.00	\$80.00	2300
2023	Chateau de Santenay Santenay Blanc 1er Cru La Comme 750 2016	2	\$0.00	\$0.00	\$70.00	9044
2043	Vernay Domaine Georges Condrieu Les Terrasses de l'Empire 750 2015	2	\$73.00	\$146.00	\$155.00	9053
2114	Chapoutier Hermitage Blanc Chante-Alouette 750 2014	2	\$68.00	\$136.00	\$170.00	9035
2124	Hippolyte Reverdy Sancerre 750 2017	2	\$20.00	\$40.00		9032
1184	Araujo Sauvignon Blanc Eisele Napa Valley 750 2014	2	\$70.67	\$141.34	\$200.00	9132
202	Pariente Jose Verdejo Rueda 750 2015	2	\$14.00	\$28.00		2209
1376	Busch Clemens Riesling Trocken 750 2014	2	\$15.00	\$30.00	\$45.00	2200
1919	Tesch Riesling Trocken St. Remigiusberg 750 2012	2	\$15.00	\$30.00	\$53.00	2100
1874	Hidden Bench Chardonnay Beamsville Bench 750 2011	2	\$26.00	\$52.00		
612	Alessandria Fratelli Barolo Monvigliero 750 2010	2	\$52.50	\$105.00	\$135.00	9124
1935	Vajra G.D. Langhe Rosso 750 2015	2	\$10.00	\$20.00		
1155	Montenidoli Toscana Rosso 750 2007	2	\$37.00	\$74.00		
2116	Frank Cornelissen Etna Rosso Munjebel 750 2015	2	\$28.50	\$57.00	\$72.00	9163
765	[CONSIGN]-Quintarelli Giuseppe Veneto Rosso Alzero 750 1998	2	\$285.83	\$571.66	\$475.00	9183
1880	Sara Marco Cabernet Franc Friuli Colli Orientali Frank 750 2015	2	\$20.00	\$40.00	\$58.00	5E
676	Tenuta Bellafonte Montefalco Sagrantino Secco Collenottolo 750 2010	2	\$35.67	\$71.34	\$80.00	2B
	[CONSIGN]-de la Janasse Domaine Cháteauneuf-du-Pape Vieilles Vignes 750					
1147	2010	2	\$91.66	\$183.32	\$275.00	9143
1791	Clape Auguste Côtes du Rhône 750 2016	2	\$31.33	\$62.66	\$65.00	2D
	Bichot Albert Gevrey-Chambertin Domaine du Clos Frantin Les Murots 750					
516	2012	2	\$48.83	\$97.66	\$125.00	9162
518	Bichot Albert Clos de Vougeot Grand Cru Domaine du Clos Frantin 750 2011	2	\$129.09	\$258.18	\$200.00	9114
1144	[CONSIGN]-Mugneret-Gibourg Vosne-Romanée 750 2010	2	\$0.00	\$0.00	\$185.00	9173
1142	[CONSIGN]-Mugneret-Gibourg Nuits-Saint-Georges 750 2010	2	\$0.00	\$0.00	\$175.00	9125
1		1				
2027	Gros Frere et Soeur Bourgogne Rouge Hautes Côtes de Nuits 750 2015	2	\$33.00	\$66.00	\$83.00	6C
	Dugat-Py Bernard Bourgogne Rouge Halinard 750 2013	2 2	\$33.00 \$57.34	\$66.00 \$114.68	\$83.00 \$135.00	6C 9094
464	Dugat-Py Bernard Bourgogne Rouge Halinard 750 2013	2	\$57.34	\$114.68	\$135.00	9094
464 1169	Dugat-Py Bernard Bourgogne Rouge Halinard 750 2013 Dugat-Py Bernard Bourgogne Rouge Halinard 750 2014	2	\$57.34	\$114.68	\$135.00	9094
464 1169	Dugat-Py Bernard Bourgogne Rouge Halinard 750 2013 Dugat-Py Bernard Bourgogne Rouge Halinard 750 2014 [CONSIGN]-Pichon-Longueville Comtesse de Lalande Chateau Pauillac 750	2 2	\$57.34 \$57.33	\$114.68 \$114.66	\$135.00 \$160.00	9094 9141

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code	Item	Qty	Cost	Value	List	Bin
	[CONSIGN]-Michael Peter Cabernet Sauvignon Les Pavots Knights Valley 750	201	3331			<u> </u>
1223	2008	2	\$0.00	\$0.00	\$275.00	9092
450	Pide March 17 foods Pleads Hook College Per Cool Maller 750 2042	2	ć25.22	450.66		225.4
450	Ridge Vineyards Zinfandel Blend Lytton Springs Dry Creek Valley 750 2012 Shafer Vineyards Cabernet Sauvignon Hillside Select Stags Leap District 750	2	\$25.33	\$50.66		326-4
408	2010	2	\$185.33	\$370.66	\$425.00	9162
417	Quilceda Creek Cabernet Sauvignon Columbia Valley 750 2008	2	\$140.92	\$281.84	\$375.00	9086
1971	Opus One Cabernet Sauvignon Blend Napa Valley 750 2014	2	\$226.67	\$453.34	\$500.00	9105
1776	Lopez de Heredia Rioja Reserva Vina Tondonia 750 2004	2	\$30.00	\$60.00		2A
1070	Ortiz Familia Nin Carnacha Briarat Blanatas da Nin Amfara 750 2015	2	¢26.00	\$52.00	¢65.00	r.D.
	Ortiz Familia Nin Garnacha Priorat Planetes de Nin Amfora 750 2015 Steininger Weingut Zweigelt Niederösterreich 750 2012	2	\$26.00 \$11.90	\$52.00	\$65.00	5D
1506	Aslina Cabernet Sauvignon Western Cape 750 2014	2	\$18.00	\$36.00	\$50.00	3A
1468	Pere Mata Cava Brut Nature #16 750 0	2	\$11.33	\$22.66	\$40.00	4200
1733	Dujac Chambolle-Musigny 1er Cru Les Gruenchers 750 2009	2	\$157.33	\$314.66	\$300.00	9125
1693	de Trafford Chenin Blanc Stellenbosch 750 2014	2	\$23.49	\$46.98		
1602	Penedo Borges Malbec Mendoza 750 2013	2	\$25.20	\$50.40	\$60.00	4E
1721	Escarpment Pinot Noir Martinborough 750 2014	2	\$25.15 \$30.00	\$50.30 \$60.00	\$75.00 \$68.00	4D
1760 1581	Clape Auguste Saint-Péray Blanc 750 2016 Chateau Yvonne Saumur-Champigny Rouge 750 2014	2	\$30.00	\$45.60	\$60.00	9033 5C
1518	Barry Jim Shiraz The Armagh Clare Valley 750 2010	2	\$155.40	\$310.80	\$400.00	9164
1549	Jermann Silvio Venezie Giulia Bianco Vintage Tunina 750 2013	2	\$24.50	\$49.00	\$100.00	9033
1545	Huet Domaine Vouvray Demi-Sec Clos du Bourg 750 2016	2	\$33.00	\$66.00	\$85.00	9053
	Tegernseerhof Weingut Grüner Veltliner Smaragd Bergdistel Wachau 750					
	2015	2	\$20.00	\$40.00	\$60.00	9040
726	Cuilleron Yves Condrieu Ayguets 500 2010	2	\$67.00	\$134.00	\$150.00	9013
1038 737	La Spinetta Moscato d'Asti Vigneto Biancospino 375 2015 Valdespino Sherry Oloroso Majestad 375 0	2	\$8.17 \$25.00	\$16.34 \$50.00	\$30.00	312
/3/	Valuespinio Sherry Oloroso Majestau 373 0	2	\$25.00	\$30.00		
738	Constantia 2 Fortified Vin de Constance Constantia Coastal Region 500 0	2	\$8.66	\$17.32	\$100.00	2300
	Lustau Emilio Manzanilla Sanlúcar de Barrameda Fina Light Manzanilla					
745	Papirusa 750 0	2	\$13.53	\$27.06		
	Lustau Emilio Sherry Cream Capataz Andres Delux Cream 750 0	2	\$11.73	\$23.46		
	Rare Wine Co Madeira Savannah 750 0	2	\$0.00	\$0.00		
2129 836	El Maestro Sierra Sherry Amontillado 375 0 Absolut Vodka Mandrin 1000 0	2	\$22.00 \$27.78	\$44.00 \$55.56		
842	Chopin Vodka Wheat 1000 0	2	\$39.15	\$78.30		
2050	Banhez Mezcal 1000 0	2	\$26.67	\$53.34		
1986	Glenfiddich 14 year Barrel Reserve Scotch 750 0	2	\$0.00	\$0.00		
1580	Jim Beam Bourbon Red Stag Black Cherry 1000 0	2	\$24.06	\$48.12		
2118	Cardinal Mendoza Brandy Reserve Solera 750 0	2	\$47.03	\$94.06		
956	Berentzen Apple Liquers 750 0	2	\$19.85	\$39.70		
1084 2048	Bitter Truth Elderflower Liquor 1000 0 Combier Framboise 750 0	2	\$26.07 \$18.50	\$52.14 \$37.00		
	Combier Liqueur Rose 750 0	2	\$24.99	\$49.98		
962	Drambuie Liqueur 1000 0	2	\$36.98	\$73.96		
1817	Fernet Branca Amaro Fernet 750 0	2	\$25.69	\$51.38		
972	Giffard Liqueur Pamplemousse Rose 750 0	2	\$20.00	\$40.00		
	Zucca Rabarbaro Amaro 750 0	2	\$25.39	\$50.78		
	Shacksbury Dry Cider 355 0	2	\$2.00	\$4.00		
1089	Dassai 50 Junmai Daiginjo Yamaguchi 300 0 Fantome Saison 750 0	2	\$11.00 \$10.67	\$22.00 \$21.34		
	Revival Brewing Co. you thirsty 473 0	2	\$2.50	\$5.00		
	El Maestro Sierra Sherry Oloroso 375 0	2.1	\$13.00	\$27.30		
996	Domain De Canton Ginger Liqueur 1000 0	2.1	\$36.59	\$76.84		
1633	Ramazzotti Liqueur Sambuca 750 0	2.1	\$17.00	\$35.70		
2133	Liger-Belair Thibault Gamay Bourgogne Rouge 750 2015	2.13	\$17.67	\$37.64		
	Luxardo Maraschino Liqueur 750 0	2.19	\$26.40	\$57.82		
934	Glenlivet Single Malt Scotch 12 yr 1000 0	2.2	\$49.21	\$108.26		
1015 839	Marolo Grappa Barolo 750 0 Belvedere Vodka 1000 0	2.2	\$48.40 \$34.12	\$106.48 \$78.48		
908	Seagrams Canadian Whiskey VO 1000 0	2.3	\$21.98	\$50.55		
895	Jim Beam Bourbon 1000 0	2.4	\$24.06	\$57.74		
973	Giffard Triple Sec 750 0	2.5	\$20.00	\$50.00		
1801	Chambers Muscat Rutherglen Rutherglen 375 2017	2.6	\$10.00	\$26.00	\$40.00	

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<u>Bar</u>	lto un	04	Coot	Value	l int	D:
code	Cointroon Liquous 1000 0	Qty	Cost 630.95	<u>Value</u> \$80.21	<u>List</u>	<u>Bin</u>
983 1168	Cointreau Liqueur 1000 0 Combier Triple Sec 750 0	2.6	\$30.85 \$34.39	\$80.21		
906	Seagrams Whiskey 7 1000 0	2.7	\$18.61	\$50.25		
	Cynar 33 proof 1000 0	2.7	\$20.99	\$56.67		
961	Disaronno Amaretto 1750 0	2.7	\$41.66	\$112.48		
2021	Skinos Masticha 750 0	2.7	\$25.83	\$69.74		
912	Bushmills Irish Whiskey 1000 0	2.8	\$33.59	\$94.05		
1931	Batavia Arrack Batavia Arrack 750 0	2.8	\$25.90	\$72.52		
1934	Kronan Liqueur Swedish Punsch 750 0	2.8	\$23.90	\$66.92		
216	Loimer Riesling Reserve Seeberg Kamptal 750 2011	2.88	\$54.00	\$155.52	\$135.00	9051
2093	Amabuki Himawari 180 0	2.92	\$5.50	\$16.06		
2092	Sobieski Vodka Cytron 1000 0	2.98	\$13.41	\$39.96		
130	Laurent Perrier Champagne Brut Grand Siècle 750 0	3	\$113.33	\$339.99	\$225.00	4516
1368	Duval-Leroy Champagne Brut 375 0	3	\$10.00	\$30.00	¢00.00	4400
100	Arcari e Danesi Franciacorta Riserva Zero Dosage 750 0	3	\$26.67 \$13.00	\$80.01 \$39.00	\$80.00	4012
1383 1234	Tami Occhipinti Terre Siciliane Bianco 750 0 Tenuta Bellafonte Umbria Bianco Arneto 750 2014	3	\$13.00	\$81.45	\$40.00	2400 9042-1
286	Dugat-Py Bernard Meursault Vieilles Vignes 750 2011	3	\$98.00	\$294.00	\$225.00	9051
1827	Bordet Seguinot Bourgogne Blanc 750 2016	3	\$12.00	\$36.00	7223.00	2300
1027	Solution Sourgogine State 750 2010	,	Ģ12.00	φ30.00		2300
163	Flowers Chardonnay Camp Meeting Ridge Sonoma Coast 750 2012	3	\$60.00	\$180.00	\$150.00	9035
1936	Tyler Chardonnay Santa Barbara County 750 2015	3	\$17.00	\$51.00	,	2200
204	Manuel Formigo Ribeiro Blanco Teira X 750 2013	3	\$19.00	\$57.00	\$58.00	2806
210	Prager Grüner Veltliner Smaragd Achleiten Stockkultur Wachau 750 2012	3	\$60.67	\$182.01	\$150.00	9071
219	Odinstal Weissburgunder Trocken Basalt 750 2012	3	\$40.00	\$120.00	\$115.00	9043
1769	Leflaive Domaine Bourgogne Blanc 750 2015	3	\$48.60	\$145.80	\$125.00	9033
393	Simone Chateau Palette Rosé Les Grands Carmes 750 2014	3	\$26.00	\$78.00	\$65.00	2804
1888	Crochet Lucien Sancerre Rosé 750 2017	3	\$23.00	\$69.00	\$58.00	9000
695	bongiovanni Barolo Pernanno 750 2012	3	\$49.16	\$147.48	\$130.00	9094
636	Le Piane Boca 750 2010	3	\$49.00	\$147.00	\$115.00	9094
1176	Marcarini Barolo Brunate 750 2012	3	\$41.17	\$123.51	\$120.00	9111
643 685	Quintarelli Giuseppe Veneto Rosso Ca del Merlo 750 2006 Quintarelli Giuseppe Valpolicella 750 2005	3	\$70.00 \$66.00	\$210.00 \$198.00	\$135.00 \$150.00	9152 9112
541	Clape Auguste Cornas 750 2009	3	\$74.00	\$222.00	\$175.00	9112
544	Clape Auguste Cornas 750 2005 Clape Auguste Cornas 750 2012	3	\$85.33	\$255.99	\$225.00	9145
3	Superinguise contact to 2022		φου.σσ	Ψ233.33	Ψ223.00	51.5
496	Harmand-Geoffroy Domaine Mazis-Chambertin Grand Cru 750 2012	3	\$146.00	\$438.00	\$350.00	9103
1407	Dujac Fils et Père Chambolle-Musigny 750 2014	3	\$50.67	\$152.01	\$150.00	9086
1859	Roumier Christophe Chambolle-Musigny 750 2015	3	\$100.00	\$300.00	\$225.00	9156
1857	de Villaine A. et P. Bourgogne Rouge Côte Chalonnaise La Fortune 750 2016	3	\$30.00	\$90.00	\$80.00	5B
1150	[CONSIGN]-Cos d'Estournel Chateau Saint-Estèphe 750 2000	3	\$0.00	\$0.00	\$350.00	9153
	Domaine de Rochouard Saint-Nicolas-de-Bourgueil Rouge Pierre de Lane 750		4			
1389	2014	3	\$12.67	\$38.01	\$40.00	3C
1899	Arcadian Pinot Noir Sierra Madre Santa Maria Valley 750 2009	3	\$39.00	\$117.00	\$98.00	9084
1134	[CONSIGN]-Chateau Montelena Cabernet Sauvignon Estate Napa Valley 750 2001	2	\$0.00	\$0.00	\$225.00	9093
1134	2001	3	\$0.00	\$0.00	\$225.00	9093
1850	Millbrandt Cabernet Sauvignon The Estates Wahluke Slope 750 2015	3	\$15.16	\$45.48	\$48.00	3D
1030	[CONSIGN]-Ridge Cabernet Sauvignon Blend Monte Bello Santa Cruz	J	713.10	O+c+ç	Ç-10.00	JU
1261	Mountains 750 1998	3	\$0.00	\$0.00	\$200.00	9086
1044	Sinskey Robert Pinot Noir Carneros 375 2012	3	\$13.50	\$40.50	\$40.00	9185
2139	Spence Cabernet Sauvignon Howell Mountain 750 2014	3	\$63.33	\$189.99	\$160.00	9000
1813	La Garagista N.A. Loups Garoux Vermont 750 2016	3	\$30.00	\$90.00	\$75.00	9082
1839	Kir-Yianni Xinomavro Diaporos Imathia 750 2013	3	\$30.67	\$92.01	\$75.00	5C
1741	Zorah Areni Karasi Thracian 750 2015	3	\$20.00	\$60.00	\$55.00	4A
1585	Gros Noré Domaine du Bandol 750 2014	3	\$29.13	\$87.39	\$80.00	3E
1505	Aslina Cabernet Sauvignon Umsasane Western Cape 750 2015	3	\$20.00	\$60.00	\$58.00	3D
1732	Dujac Chambolle-Musigny 1er Cru Les Gruenchers 750 2011	3	\$152.00	\$456.00	\$300.00	9106
1668	Calcagno Etna Rosso Feudo di Mezzo 750 2014	3	\$25.00	\$75.00	\$65.00	1C
1532	Clair Bruno Marsannay Blanc 750 2014	3	\$27.00	\$81.00	\$80.00	9043
1720 1725	Pegasus Bay Pinot Noir Canterbury 750 2013 Liquid Farm Pinot Noir SMV Sta. Rita Hills 750 2015	3	\$29.56 \$48.07	\$88.68 \$144.21	\$75.00 \$120.00	5C 9125
1537	Minet Regis Pouilly-Fumé Vieilles Vignes 750 2014	3	\$48.07	\$144.21	Ş120.00	2700
1337	INTINCE NEEDS I DUINY-I UNIC VICINES VIGNES / 30 2014	J	710.07	10.01		2700

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code	Item	Qty	Cost	Value	List	Bin
1764	Tegernseerhof Riesling Smaragd Loibenberg Wachau 750 2012	3	\$27.00	\$81.00	\$78.00	9050
1535	Clair Bruno Vosne-Romanée 750 2014	3	\$73.00	\$219.00	\$195.00	9122
1793	Nigl Grüner Veltliner Classic Alte Reben Kremstal 750 2011	3	\$27.00	\$81.00	\$70.00	9030
728	Baumard Domaine des Quarts de Chaume 375 2009	3	\$52.25	\$156.75	\$125.00	28-2
1163	Rabaud-Promis Sauternes 375 2001	3	\$0.00	\$0.00	\$60.00	9015
1711	Capezzana Toscana 375 0	3	\$32.50	\$97.50	\$90.00	
857	Bombay Gin 1000 0	3	\$24.66	\$73.98		
1818	Rhum Clement Clement VSOP 750 0	3	\$32.89	\$98.67		
	Giffard Ginger of the Indies 750 0	3	\$27.40	\$82.20		
1109	HITACHINO NEST Beer Red Rice 355 0	3	\$3.83	\$11.49		
932 896	Glenfiddich Single Malt Scotch 12 yr 1000 0 Knob Creek Bourbon 1000 0	3.2	\$52.79 \$37.39	\$168.93 \$121.14		
851	Stolichnaya Vodka Razberi 1000 0	3.3	\$25.99	\$85.77		
1600	Carpano Antica Red Vermouth 375 0	3.38	\$11.92	\$40.29		
919	Dewar's Blended Scotch 1000 0	3.4	\$28.66	\$97.44		
	Frangelico Liqueur Hazelnut 1000 0	3.4	\$32.25	\$109.65		
843	Grey Goose Vodka 1000 0	3.42	\$35.75	\$122.27		
1920	Sazerac Rye 6yr Rye 750 0	3.5	\$20.43	\$71.51		
1371	Smith Woodhouse Smith Woodhouse Porto 20 Year Old Tawny 750 0	3.72	\$44.67	\$166.17		
1341	Old Raj Blue Label Gin 750 0	3.8	\$37.00	\$140.60		
	Peloton de la Muerte Mezcal 1000 0	3.8	\$13.99	\$53.16		
987	Chambord Black Raspberry Liqueur 1000 0	3.8	\$23.99	\$91.16		
963	Giffard Abricot du Roussillon 750 0	3.8	\$25.00	\$95.00		
914	Jameson Irish Whiskey 1000 0	3.94	\$29.55	\$116.43	¢12F 00	<i>1</i> Γ 1 Γ
129 145	Laurent-Perrier Champagne Brut Rosé Cuvee Rose 750 0 Jean Pernet Champagne Brut Grand Cru Blanc de Blancs 750 0	4	\$59.33 \$40.00	\$237.32 \$160.00	\$125.00 \$95.00	4515 4200
2082	Contratto Franciacorta Millesimato Brut 750 2011	4	\$26.40	\$105.60	\$66.00	4200
1842	Corte Giacobbe Soave Classico Runcata 750 2014	4	\$25.65	\$103.60	\$00.00	2700
1306	Occhipinti Arianna Terre Siciliane Bianco SP68 750 2015	4	\$18.00	\$72.00	\$50.00	2500
2067	Clair Bruno Morey-Saint-Denis Blanc En la Rue de Vergy 750 2015	4	\$70.00	\$280.00	700.00	
1386	Maby Domaine Lirac Blanc 750 2014	4	\$13.00	\$52.00	\$39.00	2700
2035	Huet Domaine Vouvray Sec Le Haut Lieu 375 2017	4	\$17.00	\$68.00	\$43.00	9013
1834	Ostertag Domaine Pinot Blanc 750 2016	4	\$18.67	\$74.68	\$52.00	2700
177	Arcadian Chardonnay Sleepy Hollow Santa Lucia Highlands 750 2008	4	\$52.00	\$208.00	\$120.00	9052
1894	Vincent Chardonnay Cuvee Tardive Willamette Valley 750 2016	4	\$22.00	\$88.00	\$55.00	2400
242	Karan Carlo Call and Valle and Paran Washiban Karan I 750 2044		627.67	6440.60	675.00	2400
213	Krems Stadt Grüner Veltliner Reserve Wachtberg Kremstal 750 2011	4	\$27.67	\$110.68	\$75.00	2100
1321 572	Karl Strauss Sauvignon Blanc Classic Südoststeiermark 750 2014 Cantina del Pino Barbaresco Albesani 750 2010	4	\$13.80 \$49.50	\$55.20 \$198.00	\$125.00	0156
	Conterno-Fantino Barolo Sori Ginestra 750 2008	4	\$49.30	\$198.00	\$125.00	9156 9131
1354	Prata Villa le Brunello di Montalcino 750 2011	4	\$46.00	\$184.00	\$175.00	9132
763	Perticaia Montefalco Sagrantino Secco 750 2010	4	\$26.00	\$104.00	\$75.00	2B
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1472	Quintarelli Giuseppe Valpolicella Classico Classico Superiore 750 2009	4	\$70.00	\$280.00	\$200.00	9162
1473	Quintarelli Giuseppe Veneto Rosso Ca'del Merlo 750 2009	4	\$70.00	\$280.00	\$200.00	9171
1822	Domaine Faury Saint-Joseph 750 2015	4	\$21.33	\$85.32		
542	Clape Auguste Cornas 750 2010	4	\$74.00	\$296.00	\$175.00	9102
1230	Dugat-Py Bernard Gevrey-Chambertin Vieilles Vignes 750 2014	4	\$102.00	\$408.00	\$255.00	9085
468	Dujac Chambolle-Musigny 750 2013	4	\$65.34	\$261.36	\$165.00	9174
2015	Perrot-Minot Domaine Bourgogne Rouge 750 2016	4	\$40.00	\$160.00	\$100.00	5E
1896	Moulin Chateau Canon Fronsac 750 2011	4	\$21.00	\$84.00	\$53.00	6C
445	Kistler Pinot Noir Kistler Vineyard Sonoma Coast 750 2013	4	\$46.25 \$120.00	\$185.00 \$480.00	\$130.00	9132
422	Quintessa Cabernet Sauvignon Blend Napa Valley 750 2012 Ridge Vineyards Cabernet Sauvignon Blend Monte Bello Santa Cruz	4	\$120.00	\$40U.UU	\$325.00	9151
424	Mountains 750 2006	4	\$91.67	\$366.68	\$210.00	9105
1047	Bosman Pinotage Wellington 750 2013	4	\$26.67	\$106.68	\$70.00	4D
1868	Jalits Blaufränkisch Reserve Eisenberg 750 2016	4	\$14.00	\$56.00	\$40.00	5D
1867	Hartl Heinrich Pinot Noir classic Thermenregion 750 2016	4	\$17.00	\$68.00	\$50.00	6D
1515	Kooyong Chardonnay Mornington Peninsula 750 2015	4	\$32.67	\$130.68		
1692	Lombardo Giordano Cortese di Gavi 750 2014	4	\$11.66	\$46.64		
1667	Calcagno Etna Rosso Arcuria Arcuria 750 2014	4	\$26.00	\$104.00	\$65.00	1A
1513	Kooyong Pinot Noir Ferrous Mornington Peninsula 750 2012	4	\$53.33	\$213.32	\$125.00	9121
1759	Tre Monti Romagna Albana Secco Vigna Rocca 750 2016	4	\$10.00	\$40.00	\$35.00	2900

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<u>Bar</u>	Itam	04.	Cost	Value	Liet	D:m
code	Item	Qty	<u>Cost</u>	<u>Value</u>	List	Bin OOF 4
	Huet Domaine Vouvray Sec Clos du Bourg 750 2016	4	\$28.00 \$15.00	\$112.00 \$60.00	\$80.00 \$57.00	9054 9032
1798 727	Netzl Weissburgunder barnreiser Carnuntum 750 2015 Vietti Moscato d'Asti 750 2014	4	\$16.23	\$64.92	\$45.00	312
121	Kracher Alois White Blend Beerenauslese Cuvée Beerenauslese	-	Ş10.23	704. 32	Ç45.00	312
2019	Niederösterreich 375 2015	4	\$21.00	\$84.00	\$63.00	btg
837	Absolut Vodka Peppar 1000 0	4	\$27.78	\$111.12	703.00	D16
1816	Don Julio Blanco 750 0	4	\$44.25	\$177.00		
	Sweet Shine Limoncello 375 0	4	\$17.95	\$71.80		
796	Estrella Damm 330 0	4	\$1.13	\$4.52		
821	Le Baladin Birrificio Super Baladin 375 0	4	\$5.00	\$20.00		
1112	Fischer's Island Hard Lemonade 355 0	4	\$3.21	\$12.84		
936	Glenmorangie Single Malt Scotch 1000 0	4.2	\$46.93	\$197.11		
850	Stolichnaya Vodka Orange 1000 0	4.3	\$25.99	\$111.76		
1565	Italicus Bergamot Liqueur 750 0	4.3	\$36.40	\$156.52		
	Malibran Conegliano Valdobbiadene Prosecco Frizzante Gorio Extra Dry 750					
1972	2014	5	\$14.00	\$70.00		
1212	Jermann Silvio Venezie Giulia Bianco Vinnae 750 2012	5	\$16.31	\$81.55	\$45.00	2900
1420	Quintarelli Giuseppe Veneto Bianco Ca'del Merlo 750 2015	5	\$33.33	\$166.65	\$78.00	9042
2010	Ente Benoit Bourgogne Aligoté 750 2016	5	\$23.33	\$116.65	\$58.00	2300
1222	Tegernseerhof Weingut Riesling Smaragd Kellerberg Wachau 750 2012	5	\$33.00	\$165.00	\$75.00	9061
	Leo Hillinger Pinot Gris Burgenland 750 2015	5	\$10.73	\$53.65	\$75.00	2900
	Frank Cornelissen Terre Siciliane Rosé Susucaru 750 2017	5	\$22.00	\$110.00	\$55.00	5000
608	Alessandria Fratelli Barolo 750 2010	5	\$38.50	\$192.50	\$95.00	2C
2036	Bolmida Silvano Nebbiolo Langhe Frales 750 2015	5	\$18.40	\$92.00	\$55.00	2B
582	Cantina del Pino Barbaresco Ovello 750 2008	5	\$47.00	\$235.00	\$115.00	9152
2055	Castello di Neive Barbera d'Alba Superiore 750 2015	5	\$16.00	\$80.00	\$42.00	5C
634	Conterno-Fantino Barolo Vigna Gris 750 2011	5	\$66.00	\$330.00	\$175.00	1D
1140	Einaudi Luigi Barolo Costa Grimaldi 750 2011	5	\$50.00	\$250.00	, , , , , , ,	91130
2123	Fuligni Eredi Brunello di Montalcino Riserva 750 2012	5	\$145.77	\$728.85	\$360.00	9171
1041	Quintarelli Giuseppe Veneto Rosso Primofiore 750 2012	5	\$46.67	\$233.35	\$125.00	9111
1039	Quintarelli Giuseppe Verona Rosso Ca del Merlo 750 2007	5	\$70.00	\$350.00	\$200.00	9172
1884	Gaillard Pierre Collines Rhodaniennes Rouge Terres de Mandrin 750 2016	5	\$13.00	\$65.00	\$39.00	5D
484	Dugat-Py Bernard Gevrey-Chambertin Coeur de Roy 750 2013	5	\$156.00	\$780.00	\$450.00	9092
	Bichot Albert Latricières-Chambertin Grand Cru Domaine du Clos Frantin 750					
513	2012	5	\$174.17	\$870.85	\$350.00	9113
2030	Noellat Michel Vosne-Romanée Les Suchots 750 2014	5	\$96.00	\$480.00	\$240.00	9082
1242	Rossignol Nicolas Bourgogne Rouge 750 2013	5	\$27.00	\$135.00	\$75.00	3B
	Matrot Thierry & Pascale Meursault Rouge 750 2015	5	\$32.67	\$163.35	4105.00	
2077	Rochioli Pinot Noir Russian River Valley 750 2015	5	\$53.00	\$265.00	\$125.00	3A
1507	Aslina Chardonnay Cape Point 750 2016	5	\$13.33	\$66.65	\$40.00	2400
1763	Pillot Jean-Marc Chassagne-Montrachet 1er Cru Les Chaumes 750 2014	5	\$50.00	\$250.00	\$150.00	9033
	Domaine Franck Balthazar Cornas 750 2015	5	\$40.00	\$200.00	\$100.00	9115
1501	Matrot Thierry & Pascale Meursault 750 2015	5	\$41.25	\$206.25	\$90.00	9065
1514	Kooyong Pinot Noir Mornington Peninsula 750 2012	5	\$31.33	\$156.65	\$75.00	5E
1800	Boillot Henri Meursault 750 2015	5	\$59.00	\$295.00	710.00	
807	Meinklang Ancient Grains Ale 355 0	5	\$2.50	\$12.50		
1166	Harviestoun Brewery Ltd. Old Engine Oil 330 0	5	\$3.04	\$15.20		
1185	Goose Island Sofie 355 0	5	\$2.66	\$13.30		
1684	Narragansett Brewing Co. Lager 473 0	5	\$0.85	\$4.25		
853	Tito's Vodka Handmade 1000 0	5.12	\$20.13	\$103.07		
1451	Gin Lane 1751 Old Tom 750 0	5.3	\$20.17	\$106.90		
1631	Haut Charmes Chateau Sauternes 375 2015	5.4	\$13.33	\$71.98		
874	JM Rhum Rum Blanco 1000 0	5.5	\$25.00	\$137.50		
959	Jacob Domaine Lucien Creme de Cassis 375 0	5.6	\$12.00	\$67.20		
2135	Ketel One Botanical Grapefruit Rose 1000 0	5.8	\$30.38	\$176.20	4	a===:
2042	Borgo del Tiglio Collio Goriziano Bianco 750 2015	6	\$20.00	\$120.00	\$52.00	2700
1973	Diamantakos Xinomavro Naoussa 750 2015	6	\$20.00	\$120.00	\$50.00	2D
1382	Marco de Bartoli Sicilia Bianco Grappoli di Grillo 750 0	6	\$26.00	\$156.00	\$75.00	9041
2022	Chateau de Santenay Bourgogne Blanc Hautes Côtes de Beaune clos de las	6	\$0.00	¢0.00	¢4E 00	פטפר
2022 1377	chaise dieu 750 2016 Closel Savennières Clos du Papillon 750 2014	6	\$0.00 \$29.00	\$0.00 \$174.00	\$45.00 \$80.00	9035 9025
	Huet Domaine Vouvray Sec Clos du Bourg 750 2017	6	\$29.00	\$174.00	300.00	3023
2033	Tract politaine vouvray set clos da boalg 130 2011	U	720.00	7130.00		

Section	Bar						
15/6 Stafer Chardonnay Wine Hill Vineyard Somma Coast 373 2013 6 \$27.33 \$153.98 \$9281		Item	Otv	Cost	Value	List	Bin
Channing Daughters Sauvignon Blanc Mudd West Vineyard Long Island 750 6 \$12.33 \$73.98	_						
1989 Steindorfer Weingut Pinot Gris Fuchsioch Neusiedlersee-Hügelland 750 2017 6 \$16.00 \$96.00 \$48.00 2850	2056	Smith-Madrone Riesling Spring Mountain District 750 2015	6	\$23.33	\$139.98	\$58.00	2800
1985 Seindorfer Weingst Pinto Gris Furchsloch Neusiedlersee-Higgelland 750 2017 6 \$16.00 \$96.00 \$48.00 2850		Channing Daughters Sauvignon Blanc Mudd West VIneyard Long Island 750					
1232 Churton Suvigons Islanc Marthorough 750 2017 6 \$8.67 \$52.02 \$45.00 2000	2025	2017	6	\$12.33	\$73.98		
1232 Churton Suvigons Islanc Marthorough 750 2017 6 \$8.67 \$52.02 \$45.00 2000	1960	Staindarfor Waingut Bingt Cric Euchclach Neursiadlarrag Hügalland 750 2017	6	\$16.00	¢06.00	\$49.00	2050
1821 Churton Sauvignon Blanc Marborough 750 2017				-	•		
1937 Giant Steps Chardonnay Yarra Valley 750.2013 6 \$24.00 \$158.00 9022-0 202 Abbroan Marriano Barolo Frescond 750 2010 6 \$44.44 \$266.64 \$120.00 9151 203 Abbroan Marriano Barolo Frescond 750 2010 6 \$44.00 \$258.00 9104-85 204 Boham Marriano Barolo Frescond 750 2010 6 \$49.50 \$257.00 \$122.00 9143 205 Bolmida Silvano Barolo Busta 750 2010 6 \$95.00 \$297.00 \$125.00 9134 205 Bolmida Silvano Barolo Busta 750 2010 6 \$95.00 \$297.00 \$125.00 9134 205 Cantino del Pino Barbaresco Ovello 750 2001 6 \$58.30 \$349.98 \$175.00 9154 205 Conterno-Fantino Barolo Signa 676 750 2009 6 \$72.83 \$48.98 \$175.00 9145 205 Conterno-Fantino Barolo Signa 676 750 2009 6 \$73.83 \$747.98 205 Conterno-Fantino Barolo Signa 676 750 2010 6 \$54.67 \$259.02 \$95.00 18 205 Contrarol Giuspepe Veneto Rosso Primoficor 750 2010 6 \$71.33 \$427.98 205 Coultrarelli Giuspepe Veneto Rosso Primoficor 750 2011 6 \$46.67 \$280.02 205 Coultrarelli Giuspepe Veneto Rosso Primoficor 750 2013 6 \$46.67 \$280.02 205 Coultrarelli Giuspepe Veneto Rosso Primoficor 750 2013 6 \$36.67 \$280.02 205 Coultrarelli Giuspepe Veneto Rosso Primoficor 750 2013 6 \$36.00 \$40.00 205 Coultrarelli Giuspepe Veneto Rosso Primoficor 750 2013 6 \$36.00 \$40.00 205 Coultrarelli Giuspepe Veneto Rosso Primoficor 750 2013 6 \$36.00 \$30.00 205 Signa 67 \$30.00 \$150.00 205 Coultrarelli Giuspepe Veneto Rosso Primoficor 750 2013 6 \$30.00 \$180.00 \$155.00 206 Signa 68 \$30.00 \$10.00 \$155.00 207 None Morey Saint Denis 750 2013 6 \$40.00 \$20.00 \$155.00 208 Signa 68 \$30.00 \$20.00 \$155.00 209 Signa 68 \$30.00 \$20.00 \$155.00 200 Signa 68 \$30.00 \$20.00 \$20.00 \$20.00 201 Signa 68 \$30.00 \$20.00 \$20.00 \$20.00 202 Signa 68 \$30.00 \$20.00 \$20.00 \$20.00 203 Signa 78 \$30.00 \$30.00 \$30.00 204 Signa 78 \$30.00 \$30.00 \$30.00				· ·		Ş-3.00	2000
Separation Sep			6				9022-0
Sept	620	Abbona Marziano Barolo Pressenda 750 2010	6	\$44.44	\$266.64	\$120.00	9151
September Sept							
699				· ·	•		
1832 Conterno-Fantino Barolo Migha Ciri 750 2009 6 572.83 5436.98 5175.00 9145 1877 Final Virigi Barolo Cannobi Nei 750 2012 6 558.00 5348.00 5175.00 9144 1872 Viberti Barolo Vigneti Rocche di Castiglione 750 2010 6 541.67 5250.02 595.00 18 2057 Quintarelli Giuseppe Valpolicella Classico Superiore 750 2010 6 541.67 5250.02 595.00 18 2058 Quintarelli Giuseppe Veneto Rosso Primoflore 750 2011 6 546.67 5280.02					•	· ·	
1697 Einaudi Luigi Barolo Cannubi Not 750 2012 6 \$58.00 \$348.00 \$517.50 \$914.00				-	•		
Valenti Barolo Vigneti Rocche di Castiglione 750 2010 6 \$41.67 \$250.02 \$95.00 18					•		
2008 Quintarelli Giuseppe Veneto Rosso Primofiore 750 2013 6 \$46.67 \$288.02		· ·		-			
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August A							
Section Chape Auguste Cornas 750 2011		.,					
Chateau de St. Cosme Gigondar 750 2016				· ·	•	\$17E 00	0116
Harmand-Geoffroy Domaine Gevrey-Chambertin 1er Cru Lavaux Saint-Jacques					•	· ·	
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1074 Dujac Morey-Saint-Denis 750 2013 6 9.0.0 9.0.0 \$165.00 9136	481		6	\$82.00	\$492.00	\$225.00	9101
1312 Mongeard-Mugneret Vosne-Romande 750 2015 6 \$43.00 \$258.00 \$125.00 9083					•	<u> </u>	
1312 Mongeard-Mugneret Vosne-Romande 750 2015 6 \$43.00 \$258.00 \$125.00 9083							
Noellat Michel Fixin 750 2014 6 \$46.00 \$276.00 \$192.00 \$85.00 9071	1864	Liger-Belair Thibault Chambolle-Musigny 1er Cru Les Gruenchers 750 2015	6	\$119.00	\$714.00		
Noellat Michel Fixin 750 2014 6 \$32.00 \$192.00 \$85.00 9071		ŭ ŭ				\$125.00	9083
Roches Neuves Domaine des Saumur-Champigny Rouge Cuvee Domaine 750 2016 \$20.00 \$120.00 \$58.00 3D				· ·	•		
Addition	2029		6	\$32.00	\$192.00	\$85.00	9071
Cadence Red Bordeaux Blend Ciel du Cheval Red Mountain 750 2009 6 \$40.00 \$240.00 303-9	1856		6	\$20.00	\$120.00	\$58.00	3D
1293 Kooyong Pinot Noir Mornington Peninsula 750 2014 6 \$21.33 \$127.98 \$60.00 3D	1030	2010	0	720.00	Ģ120.00	\$30.00	35
1758 Lapierre Marcel Beaujolais Morgon 750 2014	402	Cadence Red Bordeaux Blend Ciel du Cheval Red Mountain 750 2009	6	\$40.00	\$240.00		303-9
1611 Dujac Fils et Père Morey-Saint-Denis 750 2015 6 \$51.33 \$307.98	1293	Kooyong Pinot Noir Mornington Peninsula 750 2014	6	\$21.33	\$127.98	\$60.00	3D
1570 Occhipinti Arianna Nero d'Avola Sicilia Siccagno 750 2014 6 \$27.00 \$162.00 \$80.00 1C	1758	, ,	6			\$50.00	5B
1762 Forey Pere & Fils Nuits-Saint-Georges 750 2014 6 \$50.00 \$300.00 \$130.00 9176 1462 Dagueneau Didier Pouilly-Fumé Silex 750 2014 6 \$95.00 \$570.00 \$200.00 9045 1728 Carillon Francois Puligny-Montrachet 750 2015 6 \$43.33 \$259.98 \$130.00 9063 1541 Huet Domaine Vouvray Sec Le Mont 750 2016 6 \$28.00 \$168.00 1799 Boillot Henri Puligny-Montrachet 750 2015 6 \$71.00 \$426.00 9062 1797 Boillot Henri Puligny-Montrachet 750 2015 6 \$71.00 \$426.00 9062 1798 Boillot Henri Puligny-Montrachet 750 2015 6 \$71.00 \$426.00 9062 1799 Boillot Henri Puligny-Montrachet 750 2015 6 \$71.00 \$426.00 9062 1799 Boillot Henri Puligny-Montrachet 750 2015 6 \$71.00 \$426.00 9062 1799 Boillot Henri Puligny-Montrachet 750 2015 6 \$30.38 \$182.28 1792 Duvel Golden Ale 330 0 6 \$30.38 \$182.28 1793 Einbecker Brauherren Beer Non Alcoholic 330 0 6 \$1.50 \$9.00 1799 Goose Island Beer Co. Matilda Belgian Strong Pale Ale 355 0 6 \$1.56 \$9.36 1651 Sixpoint Brewing Sweet Action 355 0 6 \$1.33 \$7.98 1820 Coniston Brewing Company Bluebird Bitter 500 0 6 \$3.75 \$22.50 1820 Coniston Brewing Company Bluebird Bitter 500 0 6 \$3.75 \$22.50 1821 Evan Williams Bourbon 1000 0 6.5 \$12.88 \$83.72 1828 Maker's Mark Bourbon 1000 0 6.66 \$31.99 \$213.05 1946 Deep Eddy Deep Eddy Ruby Red 1000 0 6.7 \$15.99 \$107.13 848 Stolichnaya Vodka 1000 0 6.9 \$24.00 \$165.60 1944 Carillon Francois Chassagne-Montrachet 750 2014 7 \$41.02 \$287.14 \$120.00 9000 1944 Carillon Francois Chassagne-Montrachet 750 2014 7 \$41.02 \$287.14 \$120.00 9000 1734 2015 7 \$23.33 \$163.31 \$58.00 9025 1850 Triay Monterrer 750 2014 7 \$41.00 \$2534 1899 Alessandria Fratelli Barolo Monvigliero 750 2012 7 \$55.00 \$385.00 \$135.00 \$131 1895 Bolmida Silvano Barolo Riserva Bussia 750 2008 7 \$68.0		•					
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2137 Ketel One Botanical Cucumber Mint 1000 0 6 \$30.38 \$182.28		,					9062
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code	Item	Qty	Cost	Value	List	Bin
1357	Costanti Rosso di Montalcino 750 2013	7	\$26.91	\$188.37	\$85.00	5D
1384	Tami Occhipinti Terre Siciliane Rosso 750 0	7	\$13.00	\$91.00	\$42.00	4B
1525	Fuligni Eredi Brunello di Montalcino 750 2012	7	\$61.59	\$431.13		
1426	Pegau Domaine du Cháteauneuf-du-Pape Cuvée Réservée 500 2014	7	\$30.00	\$210.00	\$75.00	4A
475	Harmand-Geoffroy Domaine Gevrey-Chambertin 750 2012	7	\$46.00	\$322.00	\$130.00	9143
511	Boillot Henri Volnay 750 2014	7	\$56.59	\$396.13	\$160.00	9122
510	Boillot Henri Bourgogne Rouge 750 2014	7	\$26.59	\$186.13	\$75.00	9163
1746	Railsback Frères Cabernet Sauvignon Santa Ynez Valley 750 2015	7	\$29.33	\$205.31	\$80.00	3E
1522	Raphael Chardonnay Pour Rosie Oak Knoll District of Napa Valley 750 2015	7	\$20.00	\$140.00	\$60.00	9024
1675	Gouges Henri Nuits-Saint-Georges 750 2014	7	\$44.42	\$310.94	\$125.00	9133
1547	Huet Domaine Vouvray Moelleux Le Haut Lieu 375 2016	7	\$19.00	\$133.00	\$58.00	2300
856	Beefeater Gin 1000 0	7	\$25.04	\$175.28	·	
1011	Meukow Cognac 1000 0	7	\$30.49	\$213.43		
1904	Birrificio del Ducato Nuova Mattina 330 0	7	\$5.58	\$39.06		
1976	Rhum J.M sugarcane syrup 700 0	7	\$7.67	\$53.69		
1974	Contratto Aperitif 750 0	7.4	\$19.99	\$147.93		
2151	Sakonnet Vineyards Sparkling Southeastern New England 750 0	7.6	\$15.00	\$114.00		
867	Goslings Black Seal Rum 1000 0 Vadiaperti Fiano di Avellino 750 2015	7.7	\$20.99 \$16.00	\$161.62 \$128.00	\$42.00	2100
2066	Clair Bruno Marsannay Blanc 750 2015	8	\$26.67	\$213.36	\$42.00	2100
327	Brunet Georges Vouvray Demi-Sec 750 2007	8	\$17.17	\$137.36	\$60.00	9031
1043	Sinskey Robert Pinot Blanc Carneros 375 2013	8	\$14.40	\$115.20	V 00.00	90151
195	Hacienda Ucediños Godello Valdeorras 750 2014	8	\$15.00	\$120.00	\$45.00	2600
601	Luigi Baudana Barolo Cerretta 750 2010	8	\$67.00	\$536.00	\$170.00	9106
624	Luigi Baudana Barolo Serralunga d'Alba 750 2010	8	\$41.67	\$333.36	\$100.00	9145
2134	Liger-Belair Thibault Vosne-Romanée Aux Reas 750 2015	8	\$83.25	\$666.00	\$225.00	9112
1875	Hidden Bench Pinot Noir Beamsville Bench 750 2012	8	\$25.00	\$200.00	\$75.00	5E
1765	Meinklang Pinot Gris Graupert Neusiedlersee 750 2015	8	\$19.00	\$152.00	\$52.00	9123
1601	Phys. Binet Neig Herroches Vineyard Cents Cruz Mayntains 750 2012		¢26.67	¢202.26	¢100.00	40
1681 1722	Rhys Pinot Noir Horseshoe Vineyard Santa Cruz Mountains 750 2013 Escarpment Pinot Noir Kupe Martinborough 750 2014	8	\$36.67 \$39.50	\$293.36 \$316.00	\$100.00 \$100.00	4C 5C
825	Weihenstephaner Vitus Weizenbock 500 0	8	\$39.50	\$21.28	\$100.00	JC
2150	Baladin Nora 330 0	8	\$5.00	\$40.00		
2122	Saint Bernardus Wit 331 0	8.01	\$2.00	\$16.02		
954	Bailey's Irish Cream 750 0	8.1	\$29.95	\$242.60		
834	Absolut Vodka 1000 0	8.24	\$25.21	\$207.73		
1925	Barr Hill Gin 750 0	8.4	\$27.43	\$230.41		
	Whitley Neill dry gin 750 0	8.52	\$18.24	\$155.40		
1892	Ravier Philippe 750 2015	9	\$10.00	\$90.00	¢00.00	0022
2076	Rochioli Chardonnay Russian River Valley 750 2015	9	\$38.50	\$346.50 \$276.03	\$96.00 \$77.00	9022 5000
1995 637	Tempier Domaine Bandol Rosé 750 2017 Le Piane Boca 750 2011	9	\$30.67 \$46.00	\$414.00	\$115.00	9103
594	Luigi Baudana Barolo Baudana 750 2009	9	\$64.00	\$576.00	\$150.00	9171
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2096	Ridge Vineyards Cabernet Sauvignon Estate Santa Cruz Mountains 750 2015	9	\$40.00	\$360.00	\$110.00	9085
1521	Raphael Cabernet Sauvignon Oak Knoll District of Napa Valley 750 2013	9	\$42.67	\$384.03	\$110.00	9152
790	Coopers Sparkling Ale 355 0	9	\$1.52	\$13.68		
1555	Birrificio Almond 22 Farrotta 330 0	9	\$6.58	\$59.22		
1929	Dolin Rouge 375 0	9.6	\$6.31	\$60.58		
2016	Triennes Domaine de Côtes de Provence Rosé 1500 2016	9.63	\$15.23	\$146.66	\$49.00	0024
2072 1832	Ottella Lugana 750 2016 Ostertag Domaine Riesling 750 2016	10 10	\$18.00 \$20.00	\$180.00 \$200.00	\$48.00 \$58.00	9031 9014
1873	Bauer Anton Riesling Berg Wagram 750 2015	10	\$20.00	\$130.00	336.00	3014
1546	Huet Domaine Vouvray Demi-Sec Le Haut Lieu 375 2016	10	\$17.00	\$170.00	\$50.00	9011
609	Alessandria Fratelli Barolo 750 2011	10	\$39.00	\$390.00	\$95.00	4B
2144	Alessandria Fratelli Verduno Pelaverga 750 2017	10	\$21.00	\$210.00		
604	Bolmida Silvano Barolo Bussia Vigne dei Fantini 750 2011	10	\$41.00	\$410.00	\$100.00	9085
1395	Roccheviberti Barolo Castiglione 750 2012	10	\$36.51	\$365.10	\$95.00	2C
1966	Paterna Chianti Colli Aretini 750 2016	10	\$0.00	\$0.00		
1495	D'Albas Coteaux de Peyriac Blanc 750 2015	10	\$10.00	\$100.00	\$32.00	2600
1500	Matinchalla Franciscourte David Diago de Diago d	10	¢16.67	¢466.70	Ć45.00	4200
1586	Mirabella Franciacorta Brut Blanc de Blancs "P.R." Brut Saten 750 0	10	\$16.67	\$166.70	\$45.00	4300

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code	Item	Qty	Cost	Value	List	Bin
1933	Bonal Gentiane Quina 750 0	10	\$12.92	\$129.20		
	Dassai Sake 180 0	10	\$7.33	\$73.30		
	Fisher's Island Hard Lemonade 355 0	10	\$2.95	\$29.50		
2147 902	To OI Ms Teal 500 0 Crown Royal Canadian Whiskey 1000 0	10 10.4	\$5.25 \$35.50	\$52.50 \$369.20		
2153	Gras Alain Meursault 750 2016	11	\$55.00	\$605.00		
	Gras Alain Saint-Romain Blanc 750 2016	11	\$30.92	\$340.12		
1367	Arcadian Chardonnay Clos Pepe Santa Lucia Highlands 750 2010	11	\$46.67	\$513.37	\$140.00	9044
603	Bolmida Silvano Barolo Bussia Vigne dei Fantini 750 2010	11	\$38.75	\$426.25	\$100.00	9093
585	Cantina del Pino Barbaresco Ovello 750 2011	11	\$46.00	\$506.00	\$125.00	9124
1783	Del Pino Cantina Barbaresco 750 2013	11	\$38.00	\$418.00	Ć4.CF 00	0472
1411	Rinaldi Francesco Barolo Brunate 750 2012 Rinaldi Francesco Barolo Cannubi 750 2012	11 11	\$47.10 \$52.10	\$518.10 \$573.10	\$165.00 \$175.00	9173 9082
	Foillard Jean Beaujolais Villages 750 2016	11	\$16.67	\$183.37	\$49.00	3C
1361	Morey Vincent & Sophie Chassagne-Montrachet Rouge 750 2014	11	\$25.58	\$281.38	\$75.00	6D
1748	Duband David Côte de Nuits-Villages 750 2015	11	\$33.33	\$366.63	\$75.00	5B
1712	Steininger Weingut Riesling Classic Kamptal 750 2015	11	\$12.75	\$140.25	\$45.00	2100
798	foolproof La Ferme Urbaine 355 0	11	\$1.85	\$20.35		
2038	Shacksbury Arlo 355 0	11	\$2.50	\$27.50		
894	Jack Daniel's Old No. 7 Tennessee Whiskey 1000 0	11.02	\$31.45	\$346.58		
1615 2075	Canella Conegliano Valdobbiadene Prosecco Frizzante 750 0 Graville-Lacoste Chateau Graves 750 2016	11.8 12	\$10.33 \$13.33	\$121.89 \$159.96	\$40.00	2800
1396	Bolmida Silvano Barolo Bussia 750 2012	12	\$37.34	\$448.08	\$125.00	9134
1781	Cascina Luisin Barbaresco Asili 750 2013	12	\$56.00	\$672.00	\$110.00	1D
1401	Del Pino Cantina Barbaresco 750 2012	12	\$29.75	\$357.00	\$100.00	4A
1784	Del Pino Cantina Barbaresco Ovello 750 2013	12	\$53.00	\$636.00		
1400	Del Pino Cantina Barbaresco Ovello 750 2012	12	\$39.95	\$479.40	\$125.00	9085
1789	Le Piane Boca 750 2012	12	\$58.00	\$696.00		
2145	Kutch Pinot Noir Sonoma Coast 750 2014	12	\$16.00	\$192.00		
1879	Quinta do Crasto Douro Flor de Crasto 750 2016	12	\$8.00	\$96.00	\$28.00	5E
1680 1500	Rhys Vineyards Chardonnay Anderson Valley 750 2014 Matrot Thierry & Pascale Meursault 1er Cru Charmes 750 2015	12 12	\$43.33 \$69.00	\$519.96 \$828.00	\$100.00 \$150.00	9023 9162
1566	Ridge Vineyards Zinfandel Geyserville Sonoma County 750 2014	12	\$26.67	\$320.04	\$60.00	4D
858	Bombay Gin Sapphire 1000 0	12.7	\$30.01	\$381.13	\$00.00	<u>ישד</u>
816	Smith Brewery Samuel Organic Chocolate Stout 355 0	13	\$2.29	\$29.77		
866	Don Q Rum 1000 0	13.16	\$13.00	\$171.08		
975	Kahlua Coffee Liqueur 750 0	13.3	\$26.25	\$349.13		
860	Tanqueray Gin 1000 0	13.64	\$28.88	\$393.92		
944	Rittenhouse Rye 750 0	13.98	\$19.99	\$279.46	Ć120.00	0024
161 814	Hanzell Chardonnay Sonoma Valley 750 2012 Kolsch Reissdorf Kolsch 355 0	14 14	\$43.33 \$2.34	\$606.62 \$32.76	\$120.00	9021
	Etienne Dupont Pomme Petilant 330 2016	14	\$3.75	\$52.50		
	Greywacke Sauvignon Blanc Wild Marlborough 750 2015	15	\$20.33	\$304.95	\$60.00	2200
1727	V One Straight Vodka 750 0	15	\$24.00	\$360.00	,	
789	Cambridge Brewing Flower Child IPA 355 0	15	\$1.83	\$27.45		
	La Spinetta Moscato d'Asti Bricco Quaglia 375 2016	15.1	\$9.40	\$141.94		
1890	Montenidoli Toscana Rosé 750 2017	17	\$21.00	\$357.00	\$55.00	5000
1761	Morey Vincent & Sophie Santenay Les Hates 750 2015	17	\$23.00	\$391.00	\$65.00	5D
797 815	Estrella Inedit 330 0 Smith Brewery Samuel Nut Brown Ale 355 0	17 18	\$1.83 \$2.17	\$31.11 \$39.06		
1926	Dolin Blanc Vermouth 375 0	19	\$11.71	\$222.49		
787	Ayinger Celebrator 350 0	19	\$2.62	\$49.78		
831	Corona Beer 330 0	20	\$1.25	\$25.00		
794	Einbecker Brauherren Pilsner 330 0	21	\$1.59	\$33.39		
	Grey Sail Flying Jenny 355 0	21	\$1.23	\$25.83		
803	Strubbe Brouwerij Ichtegem's Grand Cru Flemish Red 330 0	22	\$3.29	\$72.38		
830	Budweiser Bud Light 330 0	22	\$0.91	\$20.02 \$58.74		
2045 788	Aval Original Cider 330 0 Cambridge Brewing Remain in Light 355 0	22	\$2.67 \$1.58	\$58.74		
829	Budweiser Beer 330 0	23	\$0.91	\$20.93		
	Amstel light 330 0	24	\$1.31	\$31.44		
827	St.Bernardus Triple Abbey Ale Prior 8 330 0	25	\$3.50	\$87.50		
1554	Pripp's Carnegie Porter 330 2016	27	\$2.83	\$76.41		
804	Kulmbacher Beer Pilsner 330 0	28	\$2.00	\$56.00		
819	Saint Bernardus Tripel Abbey Ale 330 0	28	\$4.25	\$119.00		

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<u>code</u>	<u>ltem</u>	<u>Qty</u>	<u>Cost</u>	<u>Value</u>	<u>List</u>	<u>Bin</u>
2039	Shacksbury Rose Cider 355 0	28	\$2.00	\$56.00		
795	Estrella Damm Daura Gluten Free 330 0	36	\$1.25	\$45.00		
1911	Revival Brewing Co. nightswimma'h 473 0	38	\$2.00	\$76.00		
845	Ketel One Vodka 1000 0	42.3	\$28.78	\$1217.39		
1998	Grey Sail Captain's Daughter 355 0	44	\$2.25	\$99.00		
	TOTALS	3016.1		\$82087.32		

FOR IMMEDIATE SALE

By Order of the Receiver, Linda Rekas Sloan, Esq.
Restaurant-Real Estate
JAMESTOWN, RHODE ISLAND
Jamestown Culinary Partners, LLC
14 Narragansett, LLC
d/b/a Jamestown Fish
14 Narragansett Avenue, Jamestown, RI



Jamestown Fish is a high-end turnkey operation located in the heart of historic Jamestown, Rhode Island. The restaurant is walking distance to the water. This 2,818 square foot building features two indoor bars, an indoor dining room with seating for 82 patrons. The restaurant boasts a truly impressive state of the art kitchen. During warmer weather months, the seating capacity nearly doubles with the outdoor patio and bar. The Receiver has received an offer for the real estate, furniture, fixtures and equipment of \$1,000,000.00 and is seeking higher and/or better offers. Any interested parties should contact our office for an inspection or viewing of the premises. Serious inquiries only.

FOR MORE INFORMATION, VISIT WWW.SJCORIO.COM

Linda Rekas Sloan, Esq., Receiver 285 Sharpe Street, West Greenwich RI 02817 E: Linda@LRSLawAssociates.com P: (401) 219-6108

STATE OF RHODE ISLAND NEWPORT, SC

SUPERIOR COURT

Jeffrey Urbina and Gaye Hill, in their capacities : As members of Jamestown Culinary Partners, LLC : And 14 Narragansett, LLC :

Petitioner

:

v. : NC-2020-0167

Jamestown Culinary Partners, LLC, 14 Narragansett, LLC and John Recca Respondents

NOTICE OF HEARING AND INVITATION FOR COMPETING BIDS

- 1. Please Take Notice that a hearing on the **RECEIVER'S PETITION TO SELL REAL ESTATE AND ASSETS FREE AND CLEAR OF LIENS AND ENCUMBRANCES** will be held <u>in person</u> on **October 19, 2020 at 11:00 a.m.** before the Honorable Richard J. Licht sitting in Kent County Superior Court, 222 Quaker Lane, Warwick, Rhode Island on the Court's Business Calendar.
- 2. Linda Rekas Sloan (the "Receiver") is the court-appointed permanent receiver of both Respondent entities, Jamestown Culinary Partners, LLC ("JCP") and 14 Narragansett, LLC ("14N"). JCP operated a well-known restaurant by the name of "Jamestown Fish" which owns all the restaurant equipment, furnishings and other tangible assets associated with operating the restaurant. 14N is the owner of that certain real property located at 14 Narragansett Avenue, Jamestown, Rhode Island (Tax Assessor's Plat 8, Lot 168), and all buildings and other improvements thereon (the "Real Estate") from which the restaurant operated.
- 3. The Receiver has received an offer from M.T.M Jamestown Fish, LLC to purchase the Real Estate and Assets for the purchase price of \$1,000,000.00. The offer is subject to higher and/or better offers. If there are qualified bidders, the Receiver will conduct an auction during the October 19th hearing.
- 4. The Receiver and her broker, agents and representatives shall not make any warranties of any kind regarding the Real Estate and/or Assets, which are being sold "as is" and "where is" and is expressly subject to all restrictions of record, all municipal zoning requirements, and all applicable federal, state and municipal laws, rules, regulations and ordinances.
- 5. Any person or entity who wishes to make a higher or otherwise competing offer for the Real Estate and/or Assets identified in such Petition and the Purchase and Sale Agreement attached thereto is invited to do so. Those wishing to make a competing offer must

present such offer to the Receiver, on or before the hearing date and time set forth above, and are encouraged to use the form or substantially follow the form of Purchase and Sale Agreement attached to the Petition. The template for the Purchase and Sale Agreement is included in a bid package which will be provided to you upon request. Any bidder submitting a competing offer must provide a deposit in the form of a certified or cashier's or treasurer's check in the amount of 5% of their competing offer. Competing bidders are encouraged to present their competing offer to the Receiver prior to the hearing. If a qualified competing bid is timely presented, a bidding contest will be conducted at the Courthouse on the above stated date and time, at the conclusion of which, the Receiver will make a recommendation to the Court as to which offer should be approved by the Court.

- 6. A copy of the Receiver's Petition to Sell is on file with the Clerk's Office of said Court. If you would like a copy of the Petition to Sell or the bid packet or if you have any questions about the Real Estate and/or Assets or about the legal process, please contact either Linda Rekas Sloan, Receiver at Linda@LRSLawAssociates.com or at (401) 219-6108 or Elizabeth Lonardo at (401) 749-1029.
- 7. Any party who **objects** to this Petition must appear at this hearing, otherwise the Court will assume that there is no objection to the Petition and will consider the matter accordingly.

Linda Rekas Sloan, Esquire, as Receiver of Jamestown Culinary Partners, LLC and 14 Narragansett, LLC

Dated: September 17, 2020 /s/ Linda Rekas Sloan

Linda Rekas Sloan, Esquire as Receiver Linda Rekas Sloan, LLC 285 Sharpe Street West Greenwich, RI 02817 401.219.6108 Linda@LRSLawAssociates.com

HEARING DATE: MONDAY, OCTOBER 19, 2020 AT 11:00 AM TO BE HELD IN KENT COUNTY SUPERIOR COURT

STATE OF RHODE ISLAND NEWPORT, SC

SUPERIOR COURT

Jeffrey Urbina and Gaye Hill, in their capacities : As members of Jamestown Culinary Partners, LLC : And 14 Narragansett, LLC :

Petitioner

v. : NC-2020-0167

Jamestown Culinary Partners, LLC, 14 Narragansett, LLC and John Recca

Respondents

PETITION TO SELL REAL ESTATE AND ASSETS FREE AND CLEAR OF LIENS AND ENCUMBRANCES

The Receiver of Jamestown Culinary Partners, LLC and 14 Narragansett, LLC ("the Receiver") hereby requests that the Court enter an order authorizing her to sell the property and assets described herein pursuant to the terms of the attached <u>Purchase and Sales Agreement</u>, free and clear of all mortgages, other liens and encumbrances, and free and clear of claims and interests, including but not limited to all statutory liens with such liens and encumbrances to attach to the proceeds of such sale in the same priority as prior to such sale or as otherwise provided by applicable law or order of this Court. In support of this Petition, the Receiver respectfully states as follows:

- 1. The Receiver is the duly appointed permanent receiver of Jamestown Culinary Partners, LLC ("JCP") and 14 Narragansett, LLC ("14N").
- 2. Included among the property of this receivership estate is the Receiver's right, title and interest in and to certain real property located at 14 Narragansett Avenue, Jamestown, Rhode Island (the same having been indicated to the Receiver as being identified as Jamestown Tax Assessor's Plat 8, Lot 168), and all buildings and other improvements thereon owned by

14N (the "Real Estate") as well as any tangible and intangible assets located at the Real Estate and associated with the restaurant operating company, JCP (the "Assets").

- 3. The Receiver has received an offer to purchase the Real Estate and Assets from M.T.M. Jamestown Fish, LLC (the "Buyer") as detailed in the attached offer for \$1,000,000.00 (the "Offer").
- 4. The Offer includes a Breakup Fee in the amount of \$30,000.00. Said Breakup Fee is subject to certain provisions and requirements set forth in the Offer.
- 5. The Receiver has accepted the Buyer's Offer, subject to notice to creditors and other parties in interest, the solicitation of competing bids for the Real Estate and Assets, and approval by this Court.
- 6. This proposed sale is to be free and clear of all mortgages, other liens and encumbrances, and free and clear of claims and interests, including but not limited to all statutory liens of any municipality, with all such mortgages, other liens and encumbrances and claims and interests to attach to the proceeds of the sale in the same priority as prior to such sale, or as otherwise provided by applicable law or order of this Court.
- 7. The Receiver believes that, subject to the terms set forth herein, including the solicitation of competing bids for the Real Estate and Assets, that it would be in the best interest of the receivership estate that the Real Estate and Assets be sold upon the terms of the attached Offer, or to another buyer that may submit a higher and/or better offer.
- 8. The Receiver believes that a Notice of Hearing and Invitation for Competing Bids in regard to this petition should be given to all parties who have recorded mortgages, liens and other encumbrances against the Real Estate and Assets, or who assert any other claims and/or interests in or to the Real Estate and Assets, to all those holding statutory liens or other liens, including municipal authorities, all as set forth in the attached "Schedule of Real Estate Liens, Statutory Liens, UCC Financing Statements and Municipal Authorities", to all other creditors of the Respondent companies known to the Receiver, to all other interested parties and to all parties who have previously expressed interest to the Receiver or the Receiver's broker and/or agents.

The Receiver also intends to place one or more notices or advertisements referencing this proposed sale and inviting competing bids for the purchase of the Real Estate and Assets.

- 9. The Receiver requests that all entities who claim a mortgage, lien or other encumbrance on, or who may assert any claim or other interest against the Real Estate and Assets be directed to execute and deliver to the Receiver, within seven (7) days of her written request, lien releases, mortgage and other discharges and/or releases, in the usual and customary form, and such other documents as may be reasonably necessary to effectuate the release and discharge of such mortgages, liens and other encumbrances, and of any claims or interest in or to the Real Estate and Assets, with the execution and delivery of the same to be without prejudice to or waiver of any such mortgage, liens or other encumbrances or of any other claims or interests against the sale proceeds.
- 10. The Receiver further seeks a declaration in the order approving the proposed sale that all mortgages, liens and other encumbrances, and any claims and other interests asserted against the Real Estate and Assets, including all statutory liens or other claims against the Real Estate and Assets including those of municipal authorities, be declared to be released and discharged upon consummation of the sale of the Real Estate and Assets, and that the recording of such an Order with the Receiver's Deed shall constitute evidence of such releases and discharges.

WHEREFORE, the Receiver requests that: (a) the Receiver be authorized to sell the Real Estate and Assets free and clear of all mortgages, liens and other encumbrances, including all statutory liens or other claims against the Real Estate and Assets including those of municipal authorities, and free and clear of any other claims and interests to the Buyer, or its nominee, or to any other party which submits a higher and/or better offer, or to any party which this Court deems is in the best interest of the receivership estate, upon the terms and conditions of the attached Offer, or such other terms and conditions as this Court may approve; (b) all mortgages, liens and other encumbrances, and all claims and other interests against the Real Estate and Assets be transferred to the proceeds of the sale in the same priority as prior to such sale,

any other municipal authorities; (c) all entities who claim a mortgage, lien or other encumbrance on or any other claim or interest in or to the Real Estate and Assets be directed to execute and deliver to the Receiver, within seven (7) days of her written request, mortgage and other lien releases and discharges in the usual and customary form, and all other documents as may be reasonably necessary to effectuate the release and discharge of such mortgages, liens and other encumbrances and of such other claims and interest, with the execution and delivery of the same to be without prejudice to or waiver of their rights to or against the sale proceeds; (d) all mortgages, liens and other encumbrances against, and all other claims or interests in and to the Real Estate and Assets, including but not limited to those of the Town of Jamestown and all other municipal authorities holding statutory liens or other claims against the Real Estate and Assets, be declared to be released and discharged, and that the recording of the order authorizing such sale along with the Receiver's Deed be declared to constitute evidence of such release and discharge; and (e) that the Receiver be granted such other and further relief as this Court shall deem proper.

Linda Rekas Sloan, Esquire, as Receiver of Jamestown Culinary Partners, LLC and 14 Narragansett, LLC

Dated: September 17, 2020

/s/ Linda Rekas Sloan

Linda Rekas Sloan, Esquire as Receiver Linda Rekas Sloan, LLC 285 Sharpe Street West Greenwich, RI 02817 401.219.6108

Linda@LRSLawAssociates.com

Bar Number: 5194

CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of September, 2020, the within document was electronically filed and served through the Rhode Island Judiciary Electronic Filing System, on all parties registered to receive electronic service in this matter or through the United States Postal Service, as appropriate, on the parties listed below. The document is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

Stephen F. Del Sesto, Esq. Pierce Atwood, LLP One Financial Plaza, 26th Floor Providence, RI 02903 sdelsesto@pierceatwood.com

John D. Plummer, Esq.
Roberts, Carroll, Feldstein & Peirce, Inc.
10 Weybosset Street, Suite 800
Providence, RI 02903
jplummer@rcfp.com

September 17, 2020 /s/ Linda Rekas Sloan

Schedule of Real Estate Liens, Statutory Liens, UCC Financing Statements and Municipal Authorities

RI Division of Taxation Employer Tax Section One Capitol Hill, Suite 36 Providence, RI 02908-5829

Jamestown Tax Collector 93 Narragansett Ave., 2nd Floor Jamestown, RI 02835

Jamestown Water and Sewer 93 Narragansett Ave. 1st Floor Finance Office Jamestown, RI 02835

Rhode Island Department of Labor 1511 Pontiac Avenue Cranston, RI 02920 Town of Jamestown 93 Narragansett Ave., 1st Floor Jamestown, RI 02835

RI Division of Taxation Legal Office One Capitol Hill Providence, RI 02908

Internal Revenue Service Insolvency Unit 380 Westminster Street, 4th Floor Providence, RI 02903

R.I. Secretary of State Corporations Division 148 West River Street Providence, RI 02904-2615

SCHEDULE OF CREDITORS

National Grid Electronic Alarms
P.O. Box 960 2525 West Shore Road
Northborough, MA 01532-0960 Warwick, RI 02889

DiSanto Priest and Co.

Carey Richmond & Viking
117 Metro Center Blvd., Suite 3000

Warwick, RI 02886

Carey Richmond & Viking
2 Corporate Place
Middletown, RI 02842

Cox Communications M.S. Walker
9 JP Murphy Highway c/o Richard A. Sandler
West Warwick, RI 02893 975 University Avenue
Norwood, MA 02062

Sequium Asset Solutions, LLC

1130 Northchase Pkwy., Ste 150

Marietta, GA 30067

Detect Fire Alarm Systems
PO Box 552

Jamestown, RI 02835

Island Rubbish Service, Inc.

8 Swineburne Street

Jamestown, RI 02835

BankNewport

184 John Clarke Road

Middletown, RI 02842

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made and entered into by and between Linda Rekas Sloan, in her capacity as and only as Rhode Island Superior Court-appointed Receiver of both 14 Narragansett, LLC (the "14 Narragansett") and Jamestown Culinary Partners, LLC ("JCP") and not individually, (hereinafter referred to as "Seller" or "Receiver") with a mailing address for purposes of this Agreement as c/o Linda Rekas Sloan, LLC, 285 Sharpe Street, West Greenwich, RI 02817 and M.T.M. JAMESTOWN FISH, LLC, a Rhode Island Limited Liability Company, (hereinafter referred to as "Buyer") with a mailing address for purposes of this Agreement of 87A Kingstown Road, Wyoming, RI 02898.

WITNESSETH THAT

1. PREMISES AND ASSETS:

Seller agrees to sell and convey to Buyer (or Buyer's nominee), and Buyer agrees to buy, upon the terms and conditions hereinafter set forth, all of Receiver's right, title and interest, if any, as said Receiver of 14 Narragansett, free and clear of liens, encumbrances, mortgages, claims and interests, in and to the following real estate located on 14 Narragansett Avenue, Jamestown, Rhode Island, currently identified as Tax Assessor's Plat 8, Lot 168, with all such buildings and improvements thereon. For purposes hereof, the real estate along with any buildings and improvements located thereon shall be defined as the "Premises". Seller also agrees to sell and convey to Buyer (or Buyer's nominee) and Buyer agrees to buy, upon the terms and conditions hereinafter set forth, all of Receiver's right, title and interest, if any, as said Receiver of JCP, free and clear of liens, encumbrances, mortgages, claims and interests, in and to all of the right, title and interest of all related tangible and intangible personal property owned by JCP and used at the Premises. For purposes hereof, the tangible and intangible personal property shall be defined as the "Assets".

Notwithstanding anything herein to the contrary, the Receiver's conveyance of the Premises and Assets does not include the following: any and all leased equipment, leased machinery, or other leased assets not owned by 14 Narragansett or JCP, any and all cash, accounts receivable, all tax refunds of any kind or nature due and owing from any taxing authorities, life insurance policies and any cash surrender value therein, pre-paid deposits (to the extent they relate to obligations not assumed by the Buyer), unearned insurance premiums, choses-in-action not customarily available in the trade or industry in connection with the continued business operations of 14 Narragansett or JCP, and any and all claims of any kind or nature of the Receiver or the Receivership Estate of 14 Narragansett or JCP against any stockholder, officer, director, employee, or other insider of 14 Narragansett or JCP, including but not limited to any and all claims against any such parties for breach of fiduciary duties, and any and all claims of any kind or nature against any entities or individuals relative to preferential transfers, fraudulent conveyances or breach of duty to 14 Narragansett or JCP and/or its creditors, all employee benefit plans including, but not limited to, any retirement, health or welfare plans, all

employment agreements, including any collective bargaining agreements, and the proceeds of any of the foregoing (collectively, the "Excluded Assets"). Buyer acknowledges that the transfer and conveyance of the Premises and the Assets does not and shall not constitute a transfer or conveyance of any right, title, or interest in the Excluded Assets. Said Premises and Assets are being sold AS IS, WHERE IS and Seller makes no representations or warranties about the condition of the Premises or the Assets.

2. DATE OF THIS AGREEMENT:

The Date of this Agreement shall be the date on which the Seller signs this Agreement, as set forth immediately under the Seller's signature below.

3. TITLE and COURT APPROVAL:

Conveyance of the Seller's interest as aforesaid in the Premises shall be made by a Receiver's Deed in customary form, without covenants, warranties or representations of any kind whatsoever, conveying to the Buyer all of the Seller's right, title and interest as said Receiver in and to the Premises, of good clear and marketable title, free and clear of all liens, mortgages, security interests, claims, encumbrances and interests, specifically including, but not limited to, any and all statutory liens, claims for municipal real estate or tangible property taxes. Conveyance of the Seller's interest as aforesaid in the Assets shall be made by a Receiver's Bill of Sale in customary form, without covenants, warranties or representations of any kind whatsoever, conveying to the Buyer all of the Seller's right, title and interest as said Receiver in and to the Assets, free and clear of all liens, security interests, claims and interests, specifically including, but not limited to, any and all statutory liens, claims for municipal tangible property taxes. The conveyance and transfer of the Premises and the Assets is expressly made subject to approval of the Newport County Superior Court for the State of Rhode Island in the Receivership proceedings pending before that court as Jeffrey Urbina and Gaye Hill, in their capacities as members of Jamestown Culinary Partners, LLC and 14 Narragansett, LLC v. Jamestown Culinary Partners, LLC, 14 Narragansett, LLC and John Recca, Case Number N.C. 2020-0167 (the "Court") after hearing with notice to all interested parties, authorizing and ordering the sale free and clear of all liens, mortgages, security interests, claims, encumbrances and interests, specifically including, but not limited to, any and all statutory liens, claims for municipal real estate or tangible property taxes. The conveyance of the Premises shall be subject to all municipal assessments and real estate taxes not yet due and payable at the time of Closing as well as all restrictions, easements, covenants, regulatory agreements and any other conditions of record, and subject to all applicable zoning and other federal, state and municipal laws and regulations.

Except to the extent to which the Buyer shall notify the Seller, in writing, within thirty (30) days after the date of the Seller's acceptance of this Agreement of any respect in which title to the Premises does not conform to the foregoing provisions, the Buyer shall be deemed to have

waived any objection on account thereof, and the Buyer shall be obligated to accept title to the Premises subject to any such conditions.

Buyer acknowledges and understands that the consummation of this Agreement is subject to Court approval after a hearing with notice to all interested parties and that Seller, as Receiver, is obligated to submit to the Court for its review and consideration any other offers for the Premises and/or Assets received by the Receiver subsequent to this Agreement for a purchase price higher than and/or on more advantageous terms than those set forth herein for the Court's review and consideration.

4. POSSESSION:

At the Closing, full possession of the Premises and Assets shall be delivered to the Buyer in the same condition in which the same are as of the date of this Agreement, reasonable use and wear and damage by fire, the elements or other casualty otherwise covered by insurance excepted.

5. PURCHASE PRICE:

The agreed total Purchase Price for the Premises and Assets is One Million DOLLARS (\$1,000,000.00), of which:

\$50,000.00, representing five percent (5%) of the Purchase Price, shall be paid to the Seller within three (3) business days of the full execution and delivery of this Agreement as a deposit by certified or bank check (the "Deposit"), which Deposit shall be held by the Seller in a non-interest-bearing escrow account, pending the consummation of this conveyance. In the event that the Buyer shall default in its obligations hereunder, the Seller shall be entitled to retain the Deposit together with all other remedies available to Seller.

6. BALANCE OF PURCHASE PRICE:

The balance of the Purchase Price shall be paid by wire transfer of funds or by certified, cashier's or bank check. Payment of the balance of the Purchase Price, subject to the adjustments to be made by the parties as hereinafter set forth, and delivery of the Receiver's Deed and Bill of Sale shall occur at the Closing.

7. THE CLOSING:

The Closing is to be held at 10:00 a.m. on the twenty first business day following the entry of the Court Order approving this Agreement, at the office of the Seller, or at such other time and place prior thereto as may be agreed to by the parties, provided that the Closing has not been stayed or enjoined by Order of a court of competent jurisdiction. In the event that a stay is entered within said twenty-one (21) day period, then the Closing shall occur five (5) days after the date that the stay has been vacated.

It is agreed and understood that TIME IS OF THE ESSENCE under this Agreement.

In the event that Court approval of this Agreement is not obtained by Seller on or before the 90th day after the date of this Agreement, or the Seller is unable to convey title to the Premises in accordance with the terms of this Agreement on the Closing Date, or such additional reasonable period of time as may be necessary to cure any defect in title in accordance with this Agreement, then the Seller shall return the Deposit, with any interest earned thereon, if any, to the Buyer, and all obligations of the parties hereto shall cease and this Agreement shall be null and void, without recourse to either party hereto.

The Buyer's title attorney shall serve as Settlement Agent at Buyer's sole expense. The Settlement Agent shall provide the Seller with a copy of the proposed Settlement Statement at least 24 hours before the Closing. At the same time, the Settlement Agent shall provide the Seller with a copy of the Municipal Lien Certificate and the basis for the computation of all adjustments and other entries on the Settlement Statement. At the Closing, the Seller's net proceeds check shall be delivered to the Seller in escrow pending recording of the Receiver's Deed and Bill of Sale, at which time such funds shall be released from escrow. Buyer agrees to record the Receiver's Deed in the appropriate recording office forthwith after delivery of same. This provision shall be deemed to survive the Closing. Buyer shall notify Seller forthwith of the recording of the Receiver's Deed.

8. ADJUSTMENTS:

Rents, fuels, water charges, sewer use charges and any other utilities and governmental charges, if any, shall be apportioned as of the date of delivery of the Receiver's Deed as estimated based on the best information available at the time, and the net amounts thereof shall be added to or deducted from the Purchase Price, as the case may be.

Seller shall be responsible for payment of all documentary transfer stamps and the Buyer shall be responsible for payment of all statutory recording fees and costs.

Any assessments constituting a lien on the Premises which are payable over a period of more than one (1) year shall be apportioned in such manner that Seller shall pay installments due during the appropriate calendar or municipal fiscal years prior to the year said Receiver's Deed is delivered, the installment due in that year shall be apportioned in the same manner as provided for taxes, and the Buyer shall pay or assume the balance of such assessment. Buyer hereby agrees to assume to pay when due all taxes and assessments which are allowed as a credit against the Purchase Price.

Real Estate taxes, tangible property taxes, and fire district taxes assessed upon the Premises as of December 31 of the year immediately preceding the year in which the delivery of the Receiver's Deed occurs, applicable to the following year, shall be apportioned, in accordance with the

manner such taxes are customarily prorated in the municipality where the Premises are located, in such a manner that Seller shall pay, or, at Seller's election, allow to Buyer as a credit against the Purchase Price, that portion thereof which corresponds to the portion of said year which has expired on the date of delivery of the Receiver's Deed, and Buyer shall pay or assume the balance. Seller shall pay or, at Seller's election, allow to Buyer as a credit against the Purchase Price, all other taxes which are a lien upon the Premises. In the event that at the time of delivery of said Receiver's Deed the amount of such taxes shall not be definitely fixed and ascertainable, it shall, for the purposes of making such apportionment, be conclusively assumed that the amount of such taxes will be identical with those of the next prior assessment.

The Seller shall be entitled, at the Seller's discretion, to use any portion or all of the Purchase Price to pay any of the foregoing or any other liens or encumbrances against the Premises. In the event that a portion or all of the Purchase Price is used to pay any of the foregoing, the Settlement Agent shall provide copies of receipts or other evidence of payment satisfactory to the Seller within forty-eight (48) hours of the recording of the Receiver's Deed.

9. EXTENSION OF CLOSING:

If the Seller shall be unable to give title to Buyer, or to make conveyance, or to deliver possession of the Premises or Assets, all in accordance with this Agreement, or if at the time of the Closing, the Premises or Assets do not conform with the provisions of this Agreement, then the Seller, at the Seller's option, may use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises or Assets conform to the provisions hereof, as the case may be, in which event the Closing hereunder shall be extended for a period of thirty (30) days. If the Seller does not elect to use reasonable efforts to cure, then this Agreement shall be void and of no force or effect, without recourse by or against any party, and the Deposit shall be refunded to the Buyer. It is understood and agreed that Seller shall not be under any obligation to attempt to cure by litigation or otherwise any defect which may be found to exist in the title to the Premises or Assets or to remove any encumbrances upon the title to the Premises or Assets not voluntarily placed thereon by the Seller subsequent to the date hereof or to correct any violations of subdivision, plat, zoning, building, minimum housing standard regulations or other similar restrictions or regulations. This paragraph is also not intended to apply to any damage to the Premises or Assets caused by fire or other casualty, as to which the provision of a Paragraph hereof entitled "11. INSURANCE:" shall apply. The Buyer may, however, with the Seller's consent, elect to waive any such defects and accept such title to the Premises or Assets as the Seller is able to convey, without any warranty as to such conditions and without a reduction of the Purchase Price, and an acceptance of the Receiver's Deed and Bill of Sale by the Buyer shall be deemed full performance and discharge of all the obligations of the Seller under this Agreement.

10. SELLER'S TENDER OF DEED.

The tender of the Receiver's Deed and Bill of Sale by the Seller shall be deemed full performance and discharge of every agreement and obligation of the Seller contained or expressed in this Agreement.

11. INSURANCE:

Until delivery of the Receiver's Deed and Bill of Sale, the buildings on the Premises shall be insured against loss by fire under the same policy as exists at present, if any, and in case of any loss or other casualty in an amount less than \$10,000.00 occurring between the date of this Agreement and the delivery of the Receiver's Deed and Bill of Sale, Buyer shall remain bound to purchase the Premises and Assets and Seller agrees to pay over or assign to Buyer upon payment of the remainder of the Purchase Price all sums recovered or recoverable on account of said insurance, unless the Seller shall have restored the premises to their former condition in which event the proceeds shall be retained by Seller.

In the event of any loss or casualty occurring after Court approval of this Agreement and prior to delivery of the Receiver's Deed in an amount in excess of \$100,000.00, the Seller shall have the option of, but shall have no obligation of, (a) restoring the Premises to the same condition in which they were on the date of this Agreement, reasonable wear and tear excepted, or (b) reducing the Purchase Price by the amount of such damage, as said amount may be agreed to by the parties, or, failing such agreement, as may be determined by the Court. In the event that the Seller elects not to restore the Premises or to reduce the Purchase Price as herein provided, then either party may terminate this Agreement. In the event this Agreement is terminated, the Seller shall refund the Deposit to the Buyer, with any interest earned thereon, if any, and all obligations of the parties hereto shall cease and this Agreement shall become null and void, without recourse to either party hereto.

12. DEFAULT:

If the Buyer shall default in the performance of Buyer's obligations hereunder, the Seller shall have the right to retain the Deposit and to resell the Premises and Assets without notice to the Buyer and without previously tendering a Receiver's Deed or Bill of Sale to the Buyer. Such resale shall not in any way release the Buyer from liability for breach of contract and, in the event of such default, the Seller shall have the right, whether the Premises or Assets are resold or not, to retain the Deposit, and any interest earned thereon, if any, as liquidated damages, and not as a penalty, or as security for payment by the Buyer of any additional damages to which the Seller may be entitled by reason of the Buyer's default, as the Seller may elect, without prejudice to or waiver of any right to other or further damages or to pursue any other remedy, legal or equitable, which shall accrue to Seller by reason of Buyer's default.

13. NOTICES:

All notices as required in this Agreement must be in writing. All notices shall be by certified mail or by personal delivery. Notice by certified mail will be effective upon sending. Notice by personal delivery will be effective upon delivery to the other party. Notices to the Seller and the Buyer must be addressed to the addresses that appear in the first paragraph of this Agreement. A copy of all notices to the Buyer shall be sent to: Americo M. Scungio, Esq., Scungio & Priolo, 167 Main Street, Westerly, RI 02891.

14. BUYER REQUIRED TO COMPLY WITH ZONING:

Buyers of real estate in the State of Rhode Island are legally obligated to comply with all local real estate ordinances, including, but not limited to, ordinances on the number of unrelated persons who may legally reside in a dwelling, as well as ordinances on the number of dwelling units permitted under the local zoning ordinances.

15. DISCLOSURES:

a. Wetlands Disclosure Pursuant to RIGL 2-1-26: All or part of the Premises may have been previously determined by the Rhode Island Department of Environmental Management to be a coastal wetlands bay, fresh water wetlands, pond, marsh, riverbank, swamp, bog, salt marsh, meadow or flat as these terms are defined in Chapter 1 of Title 2 of the Rhode Island General Laws. (See explanation below.) The parties hereto acknowledge that it shall be Buyer's sole responsibility to conduct any independent examination to determine whether the Premises are in an area determined to be a Wetlands pursuant to such statutory provisions.

An Explanation of the Wetlands Disclosure Requirements

Rhode Island law requires that a buyer be notified prior to the sale of real estate if it has been designated as wetlands by the Department of Environmental Management. Each city and town has maps of designated wetlands. These maps are of a scale that make it very difficult to identify an individual parcel of real estate. There are many properties which contain wetlands, but about which no previous determination has been made. Wetlands are defined according to the type of plant life which is present, or according to whether the property is subject to flooding. The legal definition of wetlands also includes a buffer area ranging from 50 feet to 200 feet from the edge of the biological wetlands.

It is illegal to excavate, drain, fill; place trash, garbage, sewage, highway runoff, drainage ditch effluents, earth, rock, borrow, gravel, sand, clay, peat or other materials or effluents upon; divert water flows into or out of-, dike; dam; divert; change; add to or take from or otherwise alter a wetland without a written approval from the State.

A buyer should be particularly concerned with the wetlands designation if the buyer plans to build, or add onto, a house on the real estate when the real estate is served by an individual septic disposal system. If you are buying an existing house that is served by a municipal sewage system, this disclosure may only be a concern to you if the property is designated as being in a wetlands and you are building an addition or a new structure on the property.

- b. Radon Gas: Radon gas has been determined to exist in the State of Rhode Island. Testing for the presence of radon in residential real estate prior to purchase is advisable. Buyer acknowledges that Seller has no obligation whatsoever to perform any tests for radon and that such testing, if any, shall be done solely at Buyer's expense. The Seller makes no representation whatsoever concerning the existence or absence of radon in the Premises. The discovery of radon shall in no way relieve the Buyer from its performance and/or obligations under this Agreement.
- c. Restrictions or Legislative/Governmental Action: Buyer is responsible for investigating whether there are any restrictions or legislative/governmental actions present or proposed, which affect or would affect the use of the Premises and Buyer acknowledges that it has not relied on any advice or any representations made by Seller, Seller's attorney, or any other representatives of Seller in this transaction with regard to same.
- d. Environmental Conditions: Buyer acknowledges that Buyer may conduct any environmental site assessments or studies of any kind which Buyer deems advisable and/or necessary, at Buyer's sole expense. Buyer expressly acknowledges and agrees that the conveyance contemplated hereunder is not conditioned in any way whatsoever upon the Receiver's conducting or performing any environmental site assessments or studies, or any cleanup or remedial action of any kind or nature on the Premises.

Buyer shall, prior to conducting any on-site environmental site assessments on the Premises, obtain Receiver's written consent. Receiver's consent may be conditioned upon delivery by Receiver of a certificate of liability insurance in such amounts as may be reasonably acceptable to the Receiver, naming the Receiver as an additional insured and named payee.

Buyer hereby agrees to indemnify and hold harmless Receiver from and against any and all claims, charges, losses, costs and other liabilities arising from or in any manner relating to injuries to persons or the Premises in connection with Buyer's environmental site assessments(s). Without in any manner limiting the foregoing, Buyer agrees that it will immediately restore the Premises to the condition it was in, prior to the commencement of Buyer's site assessment(s), including, without limitation, the repair, replacement or restoration of any damage to the Premises.

e. Lead Poisoning Disclosure: The Premises contain no residential dwelling units. The Buyer acknowledges that the Seller shall have no obligation whatsoever to perform any risk assessments or inspections for lead-based paint hazards with respect to the Premises. Any such inspections or risk assessments shall be done solely at the Buyer's election and expense. Buyer acknowledges that Buyer has been advised that Seller has no reports or information concerning lead-based hazards with respect to the Premises, and that Seller makes no representations concerning the existence or absence of lead-based paint with respect to the Premises. The discovery of any lead-based paint hazards shall in no way relieve the Buyer from its performance and/or obligations under this Agreement.

16. ACCURATE DISCLOSURE OF SELLING PRICE:

The Buyer and Seller acknowledge that this Agreement accurately reflects the gross sales price as indicated above in this Agreement. The Buyer and Seller understand and agree that this information shall be disclosed to the Internal Revenue Service as required by law.

17. NO WARRANTIES AND REPRESENTATIONS AND NO RELIANCE ON OTHERS:

Buyer has entered into this Agreement based on Buyer's independent review and investigation of the Premises and Assets and not on any representation made by the Seller or any of Seller's employees, officers, directors, shareholders, attorneys, consultants, agents or any other representatives. THIS MEANS THAT THE PREMISES IS BEING SOLD "AS IS", "WHERE IS", and "WITH ALL FAULTS".

Buyer specifically acknowledges that the Premises and Assets shall be sold to Buyer "as is", "where is", and "with all faults" and that no warranties or representations or covenants of any kind, expressed or implied, have been or will be made by Seller or any other party with respect to the physical, operating or any other condition of the Premises or Assets, or repair of the Premises or Assets, or utilities or sewer systems servicing the Premises or the use or operation to which the Premises may be put by Buyer, or the applicability of or compliance with applicable federal, state, county, city or other public authorities having or claiming jurisdiction over the Premises or any laws, statutes, codes, ordinances or regulations of any government authority, including without limitation, zoning, land use, building and fire safety, and environmental laws, including, without limitation, all laws, ordinances and regulations concerning hazardous waste and toxic substances, odors, noise, air emissions, discharge of water, chemicals and/or air pollution, or otherwise.

Buyer acknowledges that there have been no representations or warranties as to quality, quantity, durability, condition, merchantability, fitness for any particular purpose, or any other aspects of the Premises or Assets. Buyer acknowledges that it has not been influenced to enter into this transaction by the Seller or her attorney, or their employees, officers, directors, shareholders, attorneys, consultants, agents or any other representatives, and that Buyer has not received nor

relied upon any statements or representations made by the Seller or her attorney, or their employees, officers, directors, shareholders, attorneys, consultants, agents or any other representatives.

Seller specifically disclaims all warranties imposed by statute or otherwise and makes no warranty of habitability, merchantability or fitness of the Premises or Assets for a particular purpose. The terms and provisions of this section shall survive the Closing.

18. RHODE ISLAND NON-RESIDENT WITHHOLDING:

The Seller represents that, as the Court-appointed Receiver, she is exempt from Rhode Island Non-Resident Withholding and will furnish Buyer and the title insurer with all requisite affidavits, and the Receiver's Deed will contain a provision setting forth the basis for such exemption.

19. AMENDMENTS:

This Agreement may not be amended or modified except pursuant to a written instrument executed by both Buyer and Seller.

20. CONSTRUCTION OF AGREEMENT:

This Agreement may be been executed in one or more counterparts and each shall be deemed to be an original, and shall be binding upon and inure to the benefit of the respective heirs, executors and/or administrators, successors, and/or assigns, of the respective parties hereto, subject to the express conditions stated herein. This Agreement and the interpretation hereof shall be governed by the laws of the State of Rhode Island and the parties expressly agree that the Court shall have jurisdiction to resolve any and all disputes arising under this Agreement, to interpret any terms hereof, and to enforce any and all provisions of this Agreement.

21. ENTIRE AGREEMENT:

The parties hereto, each declare that this instrument contains the entire agreement between the parties, and that it is subject to no understandings, conditions or representations other than those expressly stated herein. All understandings and agreements heretofore had between the parties, if any, are extinguished and are of no force and effect whatsoever except as the same may be expressly set forth in this Agreement. This Agreement is entered into by the Buyer after full investigation of the Premises, and no reliance is made by the Buyer upon any statements or representations not made in this Agreement.

22. PROHIBITION AGAINST RECORDING:

This Agreement may not be recorded in the Records of Land Evidence of the municipality in which the Premises is located. IN THE EVENT OF ANY RECORDING OF THIS AGREEMENT, AT THE OPTION OF THE SELLER, THE BUYER WILL CONCLUSIVELY BE DEEMED IN DEFAULT HEREUNDER ENTITLING THE SELLER TO EXERCISE ALL RIGHTS AND REMEDIES HEREUNDER FOR BUYER'S DEFAULT. In addition, any third party may conclusively rely upon an affidavit executed and recorded by the Seller in said Land Evidence records stating the Seller has elected to hold the Buyer in default, as conclusively establishing that the Buyer has no further right, title, or interest under this agreement or to the Premises, all of which will be deemed released and conveyed to Seller.

23. BROKERS AND AGENTS:

Buyer covenants and agrees that they have dealt with no real estate agent, broker, or finder in connection with this Agreement other than Seller's agent, Kirby Properties, LLC. Buyer agrees to indemnify Seller against, and to hold Seller harmless from any and all cost, expense or liability based upon or related to a claim for a brokerage commission or finder's fee in connection with the transaction contemplated hereby to the extent such liability shall be based upon arrangements or agreements made or claimed by third parties to have been made by or on behalf of the Buyer and not disclosed in this Agreement.

Seller will be responsible for the payment of any broker fee due to Kirby Properties, LLC.

24. NO PERSONAL LIABILITY:

Notwithstanding anything herein to the contrary, the Seller's execution of this Agreement is solely in her capacity as Receiver and shall not render the Seller personally liable in any way whatsoever,

25. DUE DILIGENCE PERIOD:

The Buyer shall have fifteen (15) business days from the Effective Date, (the "Due Diligence Period"), and subject to one (1) fifteen (15) business day extension option (the "Buyer's Extension Options") to conduct such due diligence as Buyer may, in Buyer's sole discretion, deem necessary or appropriate to evaluate the Property and Assets. At any time during the Due Diligence Period or any extension thereof, Buyer shall be entitled to terminate this Agreement by giving written notice ("Termination Notice") to Seller on or prior to the last day of the Due Diligence Period or any extension thereof, whereupon this Agreement shall terminate and be of no further force and effect and the entire Deposit shall be immediately returned to Buyer. Notwithstanding anything contained herein to the contrary, Buyer shall have a continuing right to inspect the Property and perform due diligence activities thereon after the expiration of the Due Diligence Period, provided however that the foregoing shall not be construed as an extension of Buyer's right to terminate

this Agreement during the Due Diligence Period as provided for below.

26. BREAKUP FEE:

To induce Buyer to negotiate and enter into this Agreement with no inspection or financing contingency, Seller agrees to file an ex parte motion or other appropriate papers with the Court seeking the Court's approval of a bidding process with respect to the sale of the Premises that would propose that a fee be payable to the Buyer in an amount equal to Thirty Thousand Dollars (\$30,000) (the "Breakup Fee") subject to the terms and conditions set forth herein. The motion or other paper(s) would propose that the Breakup Fee be payable only upon all of the following terms and conditions being met:

- A. Buyer shall not be or have been in material breach of any of its representations, warranties, covenants, or obligations contained in this Agreement or in any agreement, which Seller executed in connection with this Agreement;
- B. Seller shall have accepted and the Court shall have approved a competing bid or transaction for the sale of the Premises and Assets to a person or entity other than Buyer or an affiliate of Buyer (the "Competing Transaction") only after Buyer has learned of the Competing Transaction and has elected not to exceed the bid set out in the Competing Transaction;
- C. The sale of the Premises and Assets as provided in the Competing Transaction shall have been consummated. The Breakup Fee shall be payable immediately upon consummation of the Competing Transaction; and
- D. The Breakup Fee shall be paid directly from and as a valid charge against the first of the proceeds from consummation of the Competing Transaction, and shall in no sense be payable as a claim that is within the customary allowance and distribution schemes for claims in the Receivership Case.

27. COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document, and faxed signatures on this Agreement shall be effective as original signatures thereon.

28. FORCE MAJEURE / EXCUSED PERFORMANCE:

Neither party shall be liable to the other for any failure to perform obligations hereunder provided that such failure is a material contingency in this Agreement and such failure arises from or relates to labor strikes, riots, fires, acts of God, changes in governmental regulations, acts of governmental agencies or their employees, declarations of emergency by governmental bodies

which results in substantial delays on matters which are material contingencies in this Agreement, delays in permitting, delays in performing inspections, catastrophes, emergencies, public health pandemics (specifically including COVID-19), epidemics, or contagions, adverse weather conditions, wars, acts of terrorism, lack of availability of supplies or materials, labor shortages, illness, unavoidable casualties, and all similar occurrences or like events beyond the reasonable control of the parties. In such cases, the time for performance may be extended for a reasonable period. Notwithstanding anything herein to the contrary, this provision only applies to contingencies in this Agreement which are material.

29. ALLOCATION OF PURCHASE PRICE:

Buyer and Seller shall exercise commercially reasonable efforts to determine a mutually agreeable allocation of the Purchase Price between the Premises and the Assets prior to Closing.

WITNESS the Signatures of the above parties on the date set forth below.

BUYER:	SELLER:
M.T.M. JAMESTOWN FISH, LLC	
Printed Name of Buyer	
By its manager:	
M.T.M. DEVELOPMENT CORPORAT	ION A A
Muy Pres.	Le Rella Thou
/ Signature of Buyer	Linda Rekas Sloan, as and only as Receiver
By: Paul P. Mihailides,	of 14 Narragansett, LLC,
Title: President	and Jamestown Culinary Partners, LLC, and not individually
Buyer's Social Security Number or Federal Tax ID Number	
Phone Number of Buyer	
9-26-20	8-21-20
Date	Date

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT ("Agreement)) made and entered into by and between Linda Rekas Sloan, in her capacity as and only as Rhode Island Superior Court-appointed Receiver of both 14 Narragansett, LLC ("14N") and Jamestown Culinary Partners, LLC ("JCP") and not individually, (hereinafter referred to as "Seller" or "Receiver") with a mailing address for purposes of this Agreement as c/o Linda Rekas Sloan, LLC, 285 Sharpe Street, West Greenwich, RI 02817 and ____

(hereinafter referred to as "Buyer") with a mailing address for purposes of this Agreement of

WITNESSETH THAT

1. PREMISES AND ASSETS:

Seller agrees to sell and convey to Buyer (or Buyer's nominee), and Buyer agrees to buy, upon the terms and conditions hereinafter set forth, all of Receiver's right, title and interest, if any, as said Receiver of 14N, free and clear of liens, encumbrances, mortgages, claims and interests, in and to the following real estate located at 14 Narragansett Avenue, Jamestown, Rhode Island, currently identified as Tax Assessor's Plat 8, Lot 168, with all such buildings and improvements thereon. For purposes hereof, the real estate along with any buildings and improvements located thereon shall be defined as the "Premises". Seller also agrees to sell and convey to Buyer (or Buyer's nominee) and Buyer agrees to buy, upon the terms and conditions hereinafter set forth, all of Receiver's right, title and interest, if any, as said Receiver of JCP, free and clear of liens, encumbrances, mortgages, claims and interests, in and to all of the right, title and interest of all related tangible and intangible personal property owned by JCP and used at the Premises. For purposes hereof, the tangible and intangible personal property shall be defined as the "Assets".

Notwithstanding anything herein to the contrary, the Receiver's conveyance of the Premises and Assets does not include the following: any and all leased equipment, leased machinery, or other leased assets not owned by 14N or JCP, any and all cash, accounts receivable, all tax refunds of any kind or nature due and owing from any taxing authorities, life insurance policies and any cash surrender value therein, pre-paid deposits (to the extent they relate to obligations not assumed by the Buyer), unearned insurance premiums, choses-in-action not customarily available in the trade or industry in connection with the continued business operations of 14N or JCP, and any and all claims of any kind or nature of the Receiver or the Receivership Estate of 14N or JCP against any stockholder, officer, director, employee, or other insider of 14N or JCP, including but not limited to any and all claims against any such parties for breach of fiduciary duties, and any and all claims of any kind or nature against any entities or individuals relative to preferential transfers, fraudulent conveyances or breach of duty to 14N or JCP and/or its creditors, all employee benefit plans including, but not limited to, any retirement, health or welfare plans, all employment agreements, including any collective bargaining agreements, and the proceeds of any of the foregoing (collectively, the "Excluded Assets"). Buyer acknowledges that the transfer and conveyance of the Premises and the Assets does not and shall not constitute

a transfer or conveyance of any right, title, or interest in the Excluded Assets. Said Premises and Assets are being sold AS IS, WHERE IS and Seller makes no representations or warranties about the condition of the Premises or the Assets.

2. DATE OF THIS AGREEMENT:

The Date of this Agreement shall be the date on which the Buyer signs this Agreement, as set forth immediately under the Buyer's signature below ("Effective Date").

3. TITLE and COURT APPROVAL:

Conveyance of the Seller's interest as aforesaid in the Premises shall be made by a Receiver's Deed in customary form, without covenants, warranties or representations of any kind whatsoever, conveying to the Buyer all of the Seller's right, title and interest as said Receiver in and to the Premises, of good clear and marketable title, free and clear of all liens, mortgages, security interests, claims, encumbrances and interests, specifically including, but not limited to, any and all statutory liens, claims for municipal real estate or tangible property taxes.

Conveyance of the Seller's interest as aforesaid in the Assets shall be made by a Receiver's Bill of Sale in customary form, without covenants, warranties or representations of any kind whatsoever, conveying to the Buyer all of the Seller's right, title and interest as said Receiver in and to the Assets, free and clear of all liens, security interests, claims and interests, specifically including, but not limited to, any and all statutory liens, claims for municipal tangible property taxes. The conveyance and transfer of the Premises and the Assets is expressly made subject to approval of the Newport County Superior Court for the State of Rhode Island in the Receivership proceedings pending before that court as Jeffrey Urbina and Gaye Hill, in their capacities as members of Jamestown Culinary Partners, LLC and 14 Narragansett, LLC v. Jamestown Culinary Partners, LLC, 14 Narragansett, LLC and John Recca, Case Number N.C. 2020-0167 (the "Court") after hearing with notice to all interested parties, authorizing and ordering the sale free and clear of all liens, mortgages, security interests, claims, encumbrances and interests, specifically including, but not limited to, any and all statutory liens, claims for municipal real estate or tangible property taxes. The conveyance of the Premises shall be subject to all municipal assessments and real estate taxes not yet due and payable at the time of Closing as well as all restrictions, easements, covenants, regulatory agreements and any other conditions of record, and subject to all applicable zoning and other federal, state and municipal laws and regulations.

[Except to the extent to which the Buyer shall notify the Seller, in writing, within seven (7) days after the date on which Buyer signs this Agreement of any respect in which title to the Premises does not conform to the foregoing provisions, the Buyer shall be deemed to have waived any objection on account thereof, and the Buyer shall be obligated to accept title to the Premises subject to any such conditions.]

Buyer acknowledges and understands that the consummation of this Agreement is subject to Court approval after a hearing with notice to all interested parties and that Seller, as Receiver, is

obligated to submit to the Court any other offers for the Premises and/or Assets received by the Receiver subsequent to this Agreement for a purchase price higher than and/or on more advantageous terms than those set forth herein for the Court's review and consideration.

4. POSSESSION:

At the Closing, full possession of the Premises and Assets shall be delivered to the Buyer in the same condition in which the same are as of the date of this Agreement, reasonable use and wear and damage by fire, the elements or other casualty otherwise covered by insurance excepted.

5. PURCHASE PRICE:

The agreed total	Purchase Price for the Premises and Assets is
DOLLARS (\$), of which:
\$, representing five percent (5%) of the Purchase Price, shall be paid to the
Seller within thre	e (3) business days of the full execution and delivery of this Agreement as a de-
posit by certified	or bank check (the "Deposit"), which Deposit shall be held by the Seller in a
non-interest-bear	ing escrow account, pending the consummation of this conveyance. If the Buyer
defaults in its obl	igations hereunder, the Seller shall be entitled to retain the Deposit together
with all other ren	nedies available to Seller

6. BALANCE OF PURCHASE PRICE:

The balance of the Purchase Price shall be paid by wire transfer of funds or by certified, cashier's or bank check. Payment of the balance of the Purchase Price, subject to the adjustments to be made by the parties as hereinafter set forth, and delivery of the Receiver's Deed and Bill of Sale shall occur at the Closing.

7. THE CLOSING:

The Closing is to be held at 10:00 a.m. on the twenty first business day following the entry of the Court Order approving this Agreement, at the office of the Seller, or at such other time and place prior thereto as may be agreed to by the parties, provided that the Closing has not been stayed or enjoined by Order of a court of competent jurisdiction. If a stay is entered within said twenty-one (21) day period, then the Closing shall occur five (5) days after the date that the stay has been vacated.

It is agreed and understood that **TIME IS OF THE ESSENCE** under this Agreement.

In the event that Court approval of this Agreement is not obtained by Seller on or before the 90th day after the date of this Agreement, or the Seller is unable to convey title to the Premises in accordance with the terms of this Agreement on the Closing Date, or such additional reasonable period of time as may be necessary to cure any defect in title in accordance with this Agreement,

then the Seller shall return the Deposit, with any interest earned thereon, if any, to the Buyer, and all obligations of the parties hereto shall cease and this Agreement shall be null and void, without recourse to either party hereto.

The Buyer's title attorney shall serve as Settlement Agent at Buyer's sole expense. The Settlement Agent shall provide the Seller with a copy of the proposed Settlement Statement at least 24 hours before the Closing. At the same time, the Settlement Agent shall provide the Seller with a copy of the Municipal Lien Certificate and the basis for the computation of all adjustments and other entries on the Settlement Statement. At the Closing, the Seller's net proceeds check shall be delivered to the Seller in escrow pending recording of the Receiver's Deed and Bill of Sale, at which time such funds shall be released from escrow. Buyer agrees to record the Receiver's Deed in the appropriate recording office forthwith after delivery of same. This provision shall be deemed to survive the Closing. Buyer shall notify Seller forthwith of the recording of the Receiver's Deed.

8. ADJUSTMENTS:

Rents, fuels, water charges, sewer use charges and any other utilities and governmental charges, if any, shall be apportioned as of the date of delivery of the Receiver's Deed as estimated based on the best information available at the time, and the net amounts thereof shall be added to or deducted from the Purchase Price, as the case may be.

[Seller shall be responsible for payment of all documentary transfer stamps and the] Buyer shall be responsible for payment of all statutory recording fees and costs.

Any assessments constituting a lien on the Premises which are payable over a period of more than one (1) year shall be apportioned in such manner that Seller shall pay installments due during the appropriate calendar or municipal fiscal years prior to the year said Receiver's Deed is delivered, the installment due in that year shall be apportioned in the same manner as provided for taxes, and the Buyer shall pay or assume the balance of such assessment. Buyer hereby agrees to assume to pay when due all taxes and assessments which are allowed as a credit against the Purchase Price.

Real Estate taxes, tangible property taxes, and fire district taxes assessed upon the Premises as of December 31 of the year immediately preceding the year in which the delivery of the Receiver's Deed occurs, applicable to the following year, shall be apportioned, in accordance with the manner such taxes are customarily prorated in the municipality where the Premises are located, in such a manner that Seller shall pay, or, at Seller's election, allow to Buyer as a credit against the Purchase Price, that portion thereof which corresponds to the portion of said year which has expired on the date of delivery of the Receiver's Deed, and Buyer shall pay or assume the balance. Seller shall pay or, at Seller's election, allow to Buyer as a credit against the Purchase Price, all other taxes which are a lien upon the Premises. In the event that at the time of delivery of said Receiver's Deed the amount of such taxes shall not be definitely fixed and ascertainable,

it shall, for the purposes of making such apportionment, be conclusively assumed that the amount of such taxes will be identical with those of the next prior assessment.

The Seller shall be entitled, at the Seller's discretion, to use any portion or all of the Purchase Price to pay any of the foregoing or any other liens or encumbrances against the Premises. In the event that a portion or all of the Purchase Price is used to pay any of the foregoing, the Settlement Agent shall provide copies of receipts or other evidence of payment satisfactory to the Seller within forty-eight (48) hours of the recording of the Receiver's Deed.

9. EXTENSION OF CLOSING:

If the Seller shall be unable to give title to Buyer, or to make conveyance, or to deliver possession of the Premises or Assets, all in accordance with this Agreement, or if at the time of the Closing, the Premises or Assets do not conform with the provisions of this Agreement, then the Seller, at the Seller's option, may use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises or Assets conform to the provisions hereof, as the case may be, in which event the Closing hereunder shall be extended for a period of thirty (30) days. If the Seller does not elect to use reasonable efforts to cure, then this Agreement shall be void and of no force or effect, without recourse by or against any party, and the Deposit shall be refunded to the Buyer. It is understood and agreed that Seller shall not be under any obligation to attempt to cure by litigation or otherwise any defect which may be found to exist in the title to the Premises or Assets or to remove any encumbrances upon the title to the Premises or Assets not voluntarily placed thereon by the Seller subsequent to the date hereof or to correct any violations of subdivision, plat, zoning, building, minimum housing standard regulations or other similar restrictions or regulations. This paragraph is also not intended to apply to any damage to the Premises or Assets caused by fire or other casualty, as to which the provision of a Paragraph hereof entitled "11. INSURANCE:" shall apply. The Buyer may, however, with the Seller's consent, elect to waive any such defects and accept such title to the Premises or Assets as the Seller is able to convey, without any warranty as to such conditions and without a reduction of the Purchase Price, and an acceptance of the Receiver's Deed and Bill of Sale by the Buyer shall be deemed full performance and discharge of all the obligations of the Seller under this Agreement.

10. SELLER'S TENDER OF DEED.

The tender of the Receiver's Deed and Bill of Sale by the Seller shall be deemed full performance and discharge of every agreement and obligation of the Seller contained or expressed in this Agreement.

11. INSURANCE:

[Upon Court approval of this Agreement and the Receiver's acceptance of the Deposit, the risk of loss shall pass to the Buyer and, therefore, it is the Buyer's obligation to procure fire and casualty insurance on the Premises and Assets effective as of the time of the Receiver's

acceptance of said Deposit and Court approval. In the event of a loss or taking due to a property condemnation or eminent domain, or in the event of loss or damage to the Premises by fire or other casualty prior to the Closing, the Buyer shall remain obligated to pay the full balance of the Purchase Price, and shall accept the Receiver's Deed, Bill of Sale and an assignment of all right, title and interest in the condemnation or eminent domain awards or so much of the insurance proceeds as has not been used in the restoration of the Premises prior to the Closing, to the extent any such proceeds may be available to the Receiver, up to the amount of the Purchase Price.]

12. DEFAULT:

If the Buyer shall default in the performance of Buyer's obligations hereunder, the Seller shall have the right to retain the Deposit and to resell the Premises and Assets without notice to the Buyer and without previously tendering a Receiver's Deed or Bill of Sale to the Buyer. Such resale shall not in any way release the Buyer from liability for breach of contract and, in the event of such default, the Seller shall have the right, whether the Premises or Assets are resold or not, to retain the Deposit, and any interest earned thereon, if any, as liquidated damages, and not as a penalty, or as security for payment by the Buyer of any additional damages to which the Seller may be entitled by reason of the Buyer's default, as the Seller may elect, without prejudice to or waiver of any right to other or further damages or to pursue any other remedy, legal or equitable, which shall accrue to Seller by reason of Buyer's default.

13. NOTICES:

All notices as required in this Agreement must be in writing. All notices shall be by certified mail or by personal delivery. Notice by certified mail will be effective upon sending. Notice by personal delivery will be effective upon delivery to the other party. Notices to the Seller and the Buyer must be addressed to the addresses that appear in the first paragraph of this Agreement. A copy of all notices to the Buyer shall be sent to:

14. BUYER REQUIRED TO COMPLY WITH ZONING:

Buyers of real estate in the State of Rhode Island are legally obligated to comply with all local real estate ordinances, including, but not limited to, ordinances on the number of unrelated persons who may legally reside in a dwelling, as well as ordinances on the number of dwelling units permitted under the local zoning ordinances.

15. DISCLOSURES:

a. Wetlands Disclosure Pursuant to RIGL 2-1-26: All or part of the Premises may have been previously determined by the Rhode Island Department of Environmental Management to be a coastal wetlands bay, fresh water wetlands, pond, marsh, riverbank, swamp, bog, salt marsh, meadow or flat as these terms are defined in Chapter 1 of Title 2 of the Rhode

Island General Laws. (See explanation below.) The parties hereto acknowledge that it shall be Buyer's sole responsibility to conduct any independent examination to determine whether the Premises are in an area determined to be a Wetlands pursuant to such statutory provisions.

An Explanation of the Wetlands Disclosure Requirements

Rhode Island law requires that a buyer be notified prior to the sale of real estate if it has been designated as wetlands by the Department of Environmental Management. Each city and town has maps of designated wetlands. These maps are of a scale that make it very difficult to identify an individual parcel of real estate. There are many properties which contain wetlands, but about which no previous determination has been made. Wetlands are defined according to the type of plant life which is present, or according to whether the property is subject to flooding. The legal definition of wetlands also includes a buffer area ranging from 50 feet to 200 feet from the edge of the biological wetlands.

It is illegal to excavate, drain, fill; place trash, garbage, sewage, highway runoff, drainage ditch effluents, earth, rock, borrow, gravel, sand, clay, peat or other materials or effluents upon; divert water flows into or out of-, dike; dam; divert; change; add to or take from or otherwise alter a wetland without a written approval from the State.

A buyer should be particularly concerned with the wetlands designation if the buyer plans to build, or add onto, a house on the real estate when the real estate is served by an individual septic disposal system. If you are buying an existing house that is served by a municipal sewage system, this disclosure may only be a concern to you if the property is designated as being in a wetlands and you are building an addition or a new structure on the property.

- b. Radon Gas: Radon gas has been determined to exist in the State of Rhode Island. Testing for the presence of radon in residential real estate prior to purchase is advisable. Buyer acknowledges that Seller has no obligation whatsoever to perform any tests for radon and that such testing, if any, shall be done solely at Buyer's expense. The Seller makes no representation whatsoever concerning the existence or absence of radon in the Premises. The discovery of radon shall in no way relieve the Buyer from its performance and/or obligations under this Agreement.
- c. Restrictions or Legislative/Governmental Action: Buyer is responsible for investigating whether there are any restrictions or legislative/governmental actions present or proposed, which affect or would affect the use of the Premises and Buyer acknowledges that it has not relied on any advice or any representations made by Seller, Seller's attorney, or any other representatives of Seller in this transaction with regard to same.
- d. Environmental Conditions: Buyer acknowledges that Buyer may conduct any environmental site assessments or studies of any kind which Buyer deems advisable

and/or necessary, at Buyer's sole expense. Buyer expressly acknowledges and agrees that the conveyance contemplated hereunder is not conditioned in any way whatsoever upon the Receiver's conducting or performing any environmental site assessments or studies, or any cleanup or remedial action of any kind or nature on the Premises.

Buyer shall, prior to conducting any on-site environmental site assessments on the Premises, obtain Receiver's written consent. Receiver's consent may be conditioned upon delivery by Receiver of a certificate of liability insurance in such amounts as may be reasonably acceptable to the Receiver, naming the Receiver as an additional insured and named payee.

Buyer hereby agrees to indemnify and hold harmless Receiver from and against any and all claims, charges, losses, costs and other liabilities arising from or in any manner relating to injuries to persons or the Premises in connection with Buyer's environmental site assessments(s). Without in any manner limiting the foregoing, Buyer agrees that it will immediately restore the Premises to the condition it was in, prior to the commencement of Buyer's site assessment(s), including, without limitation, the repair, replacement or restoration of any damage to the Premises.

e. Lead Poisoning Disclosure: The Premises contain no residential dwelling units. The Buyer acknowledges that the Seller shall have no obligation whatsoever to perform any risk assessments or inspections for lead-based paint hazards with respect to the Premises. Any such inspections or risk assessments shall be done solely at the Buyer's election and expense. Buyer acknowledges that Buyer has been advised that Seller has no reports or information concerning lead-based hazards with respect to the Premises, and that Seller makes no representations concerning the existence or absence of lead-based paint with respect to the Premises. The discovery of any lead-based paint hazards shall in no way relieve the Buyer from its performance and/or obligations under this Agreement.

16. ACCURATE DISCLOSURE OF SELLING PRICE:

The Buyer and Seller acknowledge that this Agreement accurately reflects the gross sales price as indicated above in this Agreement. The Buyer and Seller understand and agree that this information shall be disclosed to the Internal Revenue Service as required by law.

17. NO WARRANTIES AND REPRESENTATIONS AND NO RELIANCE ON OTHERS:

Buyer has entered into this Agreement based on Buyer's independent review and investigation of the Premises and Assets and not on any representation made by the Seller or any of Seller's employees, officers, directors, shareholders, attorneys, consultants, agents or any other representatives. THIS MEANS THAT THE PREMISES AND THE ASSETS ARE BEING SOLD "AS IS", "WHERE IS", and "WITH ALL FAULTS".

Buyer specifically acknowledges that the Premises and Assets shall be sold to Buyer "as is", "where is", and "with all faults" and that no warranties or representations or covenants of any kind, expressed or implied, have been or will be made by Seller or any other party with respect to the physical, operating or any other condition of the Premises or Assets, or repair of the Premises or Assets, or utilities or sewer systems servicing the Premises or the use or operation to which the Premises may be put by Buyer, or the applicability of or compliance with applicable federal, state, county, city or other public authorities having or claiming jurisdiction over the Premises or any laws, statutes, codes, ordinances or regulations of any government authority, including without limitation, zoning, land use, building and fire safety, and environmental laws, including, without limitation, all laws, ordinances and regulations concerning hazardous waste and toxic substances, odors, noise, air emissions, discharge of water, chemicals and/or air pollution, or otherwise.

Buyer acknowledges that there have been no representations or warranties as to quality, quantity, durability, condition, merchantability, fitness for any particular purpose, or any other aspects of the Premises or Assets. Buyer acknowledges that it has not been influenced to enter into this transaction by the Seller or her attorney, or their employees, officers, directors, shareholders, attorneys, consultants, agents or any other representatives, and that Buyer has not received nor relied upon any statements or representations made by the Seller or her attorney, or their employees, officers, directors, shareholders, attorneys, consultants, agents or any other representatives.

Seller specifically disclaims all warranties imposed by statute or otherwise and makes no warranty of habitability, merchantability or fitness of the Premises or Assets for a particular purpose. The terms and provisions of this section shall survive the Closing.

18. RHODE ISLAND NON-RESIDENT WITHHOLDING:

The Seller represents that, as the Court-appointed Receiver, she is exempt from Rhode Island Non-Resident Withholding and will furnish Buyer and the title insurer with all requisite affidavits, and the Receiver's Deed will contain a provision setting forth the basis for such exemption.

19. AMENDMENTS:

This Agreement may not be amended or modified except pursuant to a written instrument executed by both Buyer and Seller.

20. CONSTRUCTION OF AGREEMENT:

This Agreement may be been executed in one or more counterparts and each shall be deemed to be an original, and shall be binding upon and inure to the benefit of the respective heirs, executors and/or administrators, successors, and/or assigns, of the respective parties hereto,

subject to the express conditions stated herein. This Agreement and the interpretation hereof shall be governed by the laws of the State of Rhode Island and the parties expressly agree that the Court shall have jurisdiction to resolve any and all disputes arising under this Agreement, to interpret any terms hereof, and to enforce any and all provisions of this Agreement.

21. ENTIRE AGREEMENT:

The parties hereto, each declare that this instrument contains the entire agreement between the parties, and that it is subject to no understandings, conditions or representations other than those expressly stated herein. All understandings and agreements heretofore had between the parties, if any, are extinguished and are of no force and effect whatsoever except as the same may be expressly set forth in this Agreement. This Agreement is entered into by the Buyer after full investigation of the Premises and Assets, and no reliance is made by the Buyer upon any statements or representations not made in this Agreement.

22. PROHIBITION AGAINST RECORDING:

This Agreement may not be recorded in the Records of Land Evidence of the municipality in which the Premises is located. IN THE EVENT OF ANY RECORDING OF THIS AGREEMENT, AT THE OPTION OF THE SELLER, THE BUYER WILL CONCLUSIVELY BE DEEMED IN DEFAULT HEREUNDER ENTITLING THE SELLER TO EXERCISE ALL RIGHTS AND REMEDIES HEREUNDER FOR BUYER'S DEFAULT. In addition, any third party may conclusively rely upon an affidavit executed and recorded by the Seller in said Land Evidence records stating the Seller has elected to hold the Buyer in default, as conclusively establishing that the Buyer has no further right, title, or interest under this agreement or to the Premises, all of which will be deemed released and conveyed to Seller.

23. BROKERS AND AGENTS:

[Buyer covenants and agrees that they have dealt with no real estate agent, broker, or finder in connection with this Agreement other than Seller's agent, Kirby Properties, LLC. Buyer agrees to indemnify Seller against, and to hold Seller harmless from any and all cost, expense or liability based upon or related to a claim for a brokerage commission or finder's fee in connection with the transaction contemplated hereby to the extent such liability shall be based upon arrangements or agreements made or claimed by third parties to have been made by or on behalf of the Buyer and not disclosed in this Agreement.]

Seller will be responsible for the payment of any broker fee due to Kirby Properties, LLC.

24. NO PERSONAL LIABILITY:

Notwithstanding anything herein to the contrary, the Seller's execution of this Agreement is solely in her capacity as Receiver and shall not render the Seller personally liable in any way whatsoever,

25. DUE DILIGENCE PERIOD:

[The Buyer may have [____] calendar days from the Effective Date, (the "Due Diligence Period"), to conduct such due diligence as Buyer may, in Buyer's sole discretion, deem necessary or appropriate to evaluate the Premises and Assets. At any time during the Due Diligence Period, Buyer shall be entitled to terminate this Agreement by giving written notice ("Termination Notice") to Seller on or prior to the last day of the Due Diligence Period, whereupon this Agreement shall terminate and be of no further force and effect and the entire Deposit shall be immediately returned to Buyer. Notwithstanding anything contained herein to the contrary, Buyer shall have a continuing right to inspect the Premises and perform due diligence activities thereon after the expiration of the Due Diligence Period, provided however that the foregoing shall not be construed as an extension of Buyer's right to terminate this Agreement during the Due Diligence Period as provided for below.]

26. COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document, and faxed signatures on this Agreement shall be effective as original signatures thereon.

27. FORCE MAJEURE / EXCUSED PERFORMANCE:

Neither party shall be liable to the other for any failure to perform obligations hereunder provided that such failure is a material contingency in this Agreement and such failure arises from or relates to labor strikes, riots, fires, acts of God, changes in governmental regulations, acts of governmental agencies or their employees, declarations of emergency by governmental bodies which results in substantial delays on matters which are material contingencies in this Agreement, delays in permitting, delays in performing inspections, catastrophes, emergencies, public health pandemics (specifically including COVID), epidemics, or contagions, adverse weather conditions, wars, acts of terrorism, lack of availability of supplies or materials, labor shortages, illness, unavoidable casualties, and all similar occurrences or like events beyond the reasonable control of the parties, all of which must affect a material contingency in this Agreement. In such cases, the time for performance may be extended for a reasonable period. Notwithstanding anything herein to the contrary, this provision only applies to contingencies in this Agreement which are material.

28. ALLOCATION OF PURCHASE PRICE:

Buyer and Seller shall exercise commercially reasonable efforts to determine a mutually agreeable allocation of the Purchase Price between the Premises and the Assets prior to Closing.

WITNESS the Signatures of the above parties on the date set forth below.

LLER:

Printed Name of Buyer	
Signature of Buyer By: Title:	Linda Rekas Sloan, as and only as Receiver of 14 Narragansett, LLC, and not individually
Buyer's Social Security Number or Federal Tax ID Number	
Phone Number of Buyer	
Date	Date