28 STATE STREET, SUITE 802 BOSTON, MA 02109

July 26, 2019

Via FedEx Overnight Delivery

Board of Selectmen TOWN OF NATICK

13 E. Central Street

Natick, Massachusetts 01760

Attn: Donna Donovan, Senior Executive Assistant

RE: Application for Alteration of Premises of Existing Innholder License,

New Innholder's Common Victualer License and New Weekday Entertainment License

Colwen Management, Inc. d/b/a Residence Inn by Marriott Natick

1 Superior Drive, Natick, MA 01760

Dear Ms. Donovan:

Enclosed please find the following documents in connection with Colwen Management, Inc.'s application for an Alteration of Premises of Existing Innholder License, new Innholder's Common Victualer License and new Weekday Entertainment License:

- 1. Monetary Transmittal Form & ABCC Proof of Payment;
- 2. Amendment Application with Applicant's Statement;
- 3. Corporate Vote;
- 4. Floor Plan;
- 5. Lease Agreement;
- 6. Innholder's Common Victualer License Application;
- 7. Application for a Weekday Entertainment License;
- 8. Workers' Compensation Insurance Affidavit;
- 9. Workers' Compensation Insurance Policy;
- 10. List of Equipment and Estimated Cost;
- 11. Foreign Corporation Certificate and Certificate of Amendment;
- 12. Letter dated November 14, 2018 regarding Address Change;
- 13. \$200.00 filing fee to the Town of Natick; and
- 14. \$100.00 filing fee to the Town of Natick.

Please note that the premises address has been changed to 1 Superior Drive, Natick, MA 01760 from 1225 Worcester Avenue, Natick, MA 01760. The Board of Selectmen for the Town of Natick approved this change on November 13, 2018. (Please see Letter dated November 14, 2018 regarding address change, attached hereto as Item No. 12)

Kindly assign this matter for hearing at the August 19, 2019 meeting date and contact me regarding the legal notice requirements.

Thank you for your attention to and courtesy in this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Jon D. Aieta, Esquire jaieta@mqmllp.com

JDA/ks Enclosures

Monetary Transmittal Form & ABCC Proof of Payment



Change of Manager

Change of Ownership Interest

Change of Officers/Directors Change of Location

The Commonwealth of Massachusetts Alcoholic Beverages Control Commission 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358 www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION MONETARY TRANSMITTAL FORM

AMENDMENT-Change or Alteration of Premises Information

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA Please make \$200.00 payment here: ABCC PAYMENT WEBSITE PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE **PAYMENT RECEIPT** ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) 04383-HT-0768 ENTITY/ LICENSEE NAME | Colwen Management, Inc. d/b/a Residence Inn by Marriott Natick **ADDRESS** 1 Superior Drive ZIP CODE 01760 STATE |MA CITY/TOWN | Natick For the following transactions (Check all that apply): Change Corporate Structure (i.e. Corp / LLC) Change Corporate Name New License Change of Class (i.e. Annual / Seasonal) Change of Hours Change of License Type (i.e. club / restaurant) Transfer of License Change of DBA

Change of Category (i.e. All Alcohol/Wine, Malt)

Issuance/Transfer of Stock/New Stockholder Management/Operating Agreement

Pledge of Collateral (i.e. License/Stock)

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

X Alteration of Licensed Premises

Other

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

Massachusetts Alcoholic Beverages Control Commission - Retail

239 Causeway Street, Boston, Massachusetts 02114

Phone (617) 727-3040

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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

V

Transaction Processed Successfully.

INVOICE #: 9193deed-7be3-4063-a1fe-b84b5281a12b

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	04383-HT-0768	\$200.00
		\$200.00

Total Convenience Fee: \$0.35

Total Amount Paid: \$200.35

Date Paid: 7/23/2019 7:14:21 PM EDT

Payment On Behalf Of

License Number or Business Name: 04383-HT-0768

Fee Type:

FILING FEES-RETAIL

Billing Information

First Name:

Kyle

Last Name:

Silva

Address:

28 State Street, Suite 802

City:

Boston

State:

MA

Zip Code:

02109

Email Address:

ksilva@mqmllp.com

Print Receipt

Make Another Payment

powered by nCourt

Amendment Application with Applicant's Statement



☐ Change of Location

Application

• Floor Plan

• Financial Statement

• Legal Right to Occupy

• Abutter's Notification

Advertisement

• Supporting financial records

Vote of the Entity

• Chg of Location/Alteration of Premises

The Commonwealth of Massachusetts Alcoholic Beverages Control Commission 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358 www.mass.gov/abcc

AMENDMENT-Change or Alteration of Premises Information

⋈ Alteration of Premises

• Financial Statement

• Legal Right to Occupy

• Abutter's Notification

• Supporting financial records

• Vote of the Entity

Application

• Floor Plan

Advertisement

• Chg of Location/Alteration of Premises

Entity Name	BUSINESS ENTITY INFORMATION Entity Name		Municipality		ABCC License Number	
Colwen Management, Inc.		Natick		04383-HT-0768		
lease provide a narrative o	verview of the	transaction(s) being a	pplied for. Attach add	ditional pages, if nece	essary.	
	,,					
Application for Alteration of I	Premises, which i	is limited to layout chang	es/minor renovations.			
APPLICATION CONTACT he application contact is ame	the person w	rho should be contac	ted with any questi Email	ons regarding this a	pplication. Phone	
Jon D. Aieta, Esq.	Attorn	ney	jaieta@mqmllp.cor	n	(617) 946-4600	
A. DESCRIPTION OF ALT	ERATIONS	erations and highligh	rt any specific chang	es from the last-ap	proved premises.	
A. DESCRIPTION OF ALTI lease summarize the de	ERATIONS tails of the alt	dining room and bar.	The total square foo	tage on the first floor	remains the same. The	
A. DESCRIPTION OF ALT lease summarize the de An new wall is being adde guestrooms on the second	ERATIONS tails of the alt d between the I floor have bee	dining room and bar. en reconfigured to acc	The total square foo	tage on the first floor	remains the same. The	
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AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION	<u>N</u>				
3A. PREMISES LOCATION					
Last-Approved Street Address					
Proposed Street Address					
3B. DESCRIPTION OF PREMISES					
Please provide a complete descr outdoor areas to be included in	iption of the premises to be lice the licensed area, and total squ	ensed, including th are footage. You n	ne number o nust also sub	f floors, number of room omit a floor plan.	s on each floor, any
Total Sq. Footage	Seating Capacity			Occupancy Number	
Number of Entrances	Number of Exits			Number of Floors	
3C. OCCUPANCY OF PREMISES Please complete all fields in this	section. Please provide proof o	of legal occupancy	of the prem	ises. (E.g. Deed, lease, le	tter of intent)
Please indicate by what means t	he applicant has to occupy the	premises			
Landlord Name					
Landlord Phone		Landlord Ema	ail		
Landlord Address					
Lease Beginning Date		Rent p	er Month		
Lease Ending Date		Rent p	er Year		
Will the Landlord receive reve	enue based on percentage of	alcohol sales?		∩Yes ∩ No	

4. FINANCIAL DISCLOSURE

Associated Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):

Associated Cost(s):	Α	SS	ocia	ted	Cos	t(s):
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Licensee is the tenant and will not bear any costs associated with this transaction. Request for Alteration of Premises is limited to layout changes/minor renovations, which cost shall be borne by landlord.

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution	
N/A	N/A	
Tota	. N/A	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
N/A	N/A	N/A	∩Yes ∩ No
			∩ Yes
			∩Yes ∩ No
			⊜Yes ⊖ No

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

2B. PROPOSED DESCRIPTION OF PREMISES

In the whole of said Building; the Residence Inn by Marriott Natick consists of a (+/-98,940 SF) full-service hotel with five (5) floors, one hundred thirty six (136) guest rooms:

First floor: (+/- 19,820 SF) consisting of two (2) entrances and eleven (11) exits, dining room (+/- 1,577 SF) with seating for seventy (70), bar area (+/- 155 SF) with seating for nine (9), additional dining area (+/- 1,087 SF) with seating for thirty one (31), buffet area (+/- 307 SF), kitchen (+/- 1,212), two (2) function areas (+/- 1,567 SF and +/- 1,695 SF) each with seating for seventy eight (78); two (2) board rooms (+/- 338 SF and +/- 274 SF) each with seating for ten (10), pre-function area (+/- 792 SF) and two (2) seasonal patios (+/- 1080 SF and +/- 880 SF) each with seating for thirty two (32).

Second floor: (+/- 19,780 SF) consisting of thirty four (34) guest rooms. **Third Floor:** (+/- 19,780 SF) consisting of thirty four (34) guest rooms. **Fourth Floor:** (+/- 19,780 SF) consisting of thirty four (34) guest rooms. **Fifth Floor**: (+/- 19,780 SF) consisting of thirty four (34) guest rooms.

APPLICANT'S STATEMENT

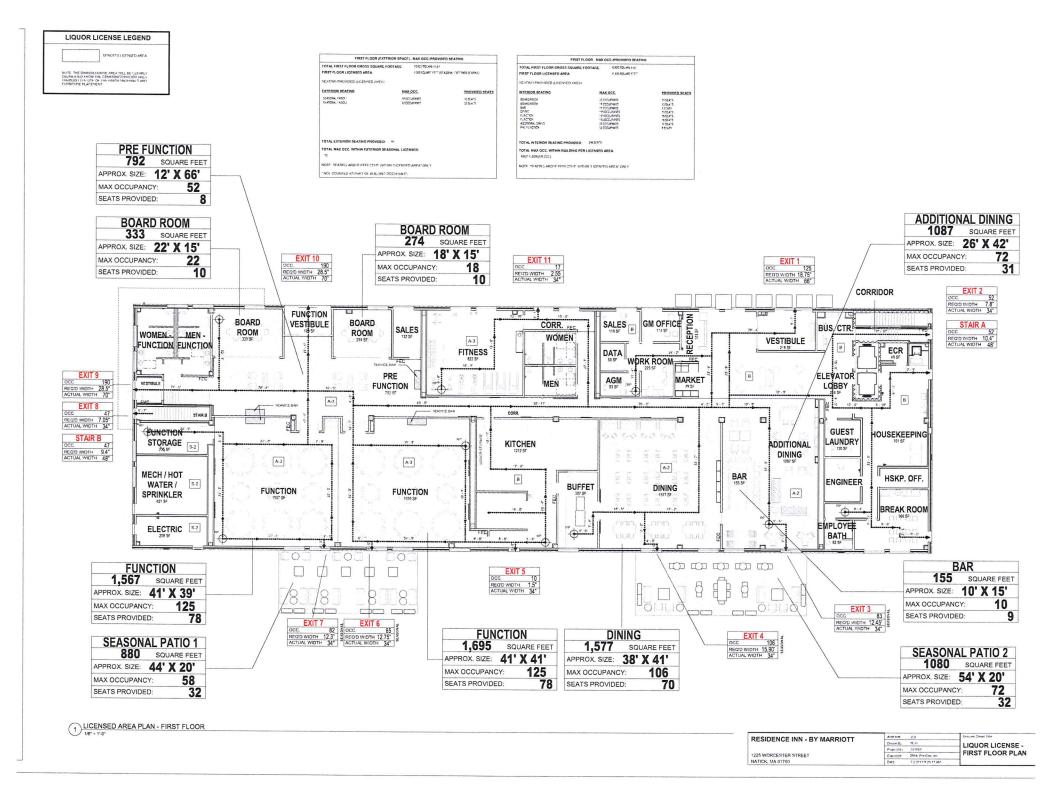
l, Leo X	the: sole proprietor; partner; corporate principal; LLC/LLP manager Authorized Signatory
Colv	wen Management, Inc.
01	Name of the Entity/Corporation
hereby Bevera	y submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic ages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.
Applic	ereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the ration, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. For submit the following to be true and accurate:
(1)	I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
(2)	I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
(3)	I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
(4)	I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
(5)	I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
(6)	I understand that all statements and representations made become conditions of the license;
(7)	I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
8)	I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
9)	I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
10)	I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.
	Signature: Date: 06/14/2019
	Title: Chairman & CEO

Corporate Vote

CORPORATE VOTE

Management, Inc,	
Entity Name	
	and the
City/Town Tages Control Commission or	n 6/24/19
	Date of Meeting
of Person	
n the Entity's behalf, any ned ed."	cessary papers and
•	
Corporation Clerk's Signat	ure
	Management, Inc, Entity Name Natick City/Town rages Control Commission on the Entity's behalf, any neded." For Corporations ONLY A true copy attest, Corporation Clerk's Signat Secretary

Floor Plan



Lease Agreement

LEASE AGREEMENT

This Lease Agreement (hereinafter the "Lease") is entered into as of this 12th day of June 2018 (the "Effective Date") by and between Superior Drive Hotel Owner LLC, a Delaware limited liability company, whose address is P.O. Box 4430, Manchester, NH 03108 ("Landlord") and COLWEN MANAGEMENT INC., a New Hampshire corporation ("Tenant") whose mailing address is 230 Commerce Way, Suite 200, Portsmouth, NH 03801

- 1. Property: Landlord is the owner of the Residence Inn by Marriott (the "Hotel"), located at 1225 Worcester Street, Natick MA. Landlord, for and in consideration of the rent and other consideration set forth herein, hereby leases to Tenant and Tenant hereby leases from the Landlord, the Hotel, as generally shown on Exhibit "A" attached hereto (the "Leased Premises"). In addition, the Owner leases to the Tenant all furniture, fixtures and equipment ("FF&E") necessary for the operation of the Hotel with restaurant and bar-lounge and meeting and function center with seasonal outdoor patio areas.
- 2. <u>Use:</u> The Leased Premises shall be used and occupied by Tenant solely for the service of liquor in the 135 room Hotel with restaurant/dining room, bar/lounge, meeting and function rooms and (2) seasonal adjacent patios as shown and for no other purpose without Landlord's prior written consent.
- 3. <u>Term:</u> The term (the "Term") of the Lease shall coincide with the term in the Hotel Management Agreement and continue until the earlier of (i) December 31, 2030 (ii) termination of that certain Hotel Management Agreement between Landlord and Tenant ("Hotel Management Agreement"), (iii) failure of Tenant to maintain a liquor license for the Leased Premises allowing service of alcoholic beverages within the Leased Premises and adjacent areas, or (iv) mutual agreement of Landlord and Tenant to terminate this Lease.
- 4. Rent: Tenant covenants to pay as rent ("Rent") to Landlord the sum of FIVE THOUSAND DOLLARS (\$5,000.00) per month plus THREE PERCENT (3%) of Food and Beverage Revenue per month, payable in advance and delivered to Landlord on the first day of each calendar month, with Rent prorated in the event of a partial first or last month. For purposes of this paragraph, monthly Rent shall be deemed paid when received by the Landlord. Tenant shall be responsible for the payment of all sales tax due on Rent and shall remit such tax to Landlord together with each payment of Rent. Tenant shall have no direct liability under this Lease for payment of real property taxes or assessments related to the Leased Premises.
- 5. <u>Insurance:</u> Tenant shall maintain commercial liability coverage, workers compensation insurance, casualty insurance, liquor liability and such other forms of insurance and in such amounts as shall be agreed upon by the parties, naming Landlord as an insured under all such policies and providing standard waiver of subrogation clauses in favor of Landlord.
- 6. Maintenance, Condemnation: Tenant shall maintain the Leased Premises in its current or better condition during the Term of the Lease. Tenant shall perform no structural alterations or additions to the Leased Premises without the prior written consent of Landlord. Landlord shall under no circumstances have any obligation to maintain, repair, or replace any portion of the Leased Premises. Tenant's sole recourse in the event of the loss of any portion of the Leased Premises due to a casualty or taking of any kind shall be to terminate the Lease.
- 7. <u>Compliance with Laws:</u> Tenant shall at all times comply with all applicable federal, state, county and local laws, ordinances, rules and regulations and perform no

operations unless in full compliance with applicable permits and licenses (all the foregoing being collectively referred to herein as "Laws").

- **8.** Assignment and Subletting: Tenant may not assign this Lease or sublet all or any part of the Leased Premises without first securing Landlord's written consent.
- **9.** Quiet Enjoyment: Provided that Tenant is not in breach of any term, covenant or provision of the Lease, including, but not limited to the payment of Rent, Tenant shall peacefully and quietly hold and enjoy the Leased Premises.
- 10. <u>Subordination:</u> Tenant agrees to subordinate this Lease to the lien of any mortgage now existing or which the Landlord may secure in the future. Nothing in this Lease shall be construed to permit or empower Tenant to encumber the title or interest of Landlord in the Leased Premises in any matter whatsoever.
- 11. <u>Turnover:</u> Upon expiration or earlier termination of the Lease, Tenant shall remove the Tenant's property, vacate the Leased Premises, and turn over possession thereof to Landlord in clean condition, ordinary wear and tear excepted.
- **12.** <u>Binding Agreement:</u> This Lease and each of its covenants and conditions shall be binding upon and inure to the benefit of the parties hereto and their assigns and successors in interest.
- 13. <u>No Agency:</u> Nothing in this Lease shall be construed to create an agency, partnership, employment, or joint venture relationship between the parties. The relationship of the parties is that of landlord and tenant.
- 14. <u>Default/Breach:</u> In the event that Tenant fails in its performance of any condition, covenant or obligation under any part of this Lease, such event shall be deemed an Event of Default if Tenant fails to cure such event within thirty (30) days after receipt of written notification from Landlord. If an Event of Default is not cured within the applicable cure period, Landlord shall have the following remedies available, which may be exercised jointly or independently:
 - a. terminate the Lease upon thirty (30) days written notice to Tenant;
 - b. exercise remedies available to Landlord at law or in equity.
- 15. Notices: Notices, requests and demands given hereunder shall be written and hand delivered to the Tenant by Landlord, or to Landlord by Tenant, or alternatively sent by U.S. Mail, postage prepaid, certified or registered, return receipt requested, or by Federal Express or similar overnight courier service, addressed to the party, at its respective address set forth above or to such other address of which notice is hereafter given. All notices shall be effective upon actual delivery.
- 16. <u>Time is of Essence</u>: It is understood and agreed that time is of the essence under this Lease.
- 17. <u>Estoppel Certificate:</u> Each party shall upon request from the other give or exchange with the other estoppel certificates which shall confirm that the Lease is in full force and effect, that neither party is in default and/or such other information regarding the Lease as may be reasonable, appropriate and factual.

- 18. <u>Severability:</u> The rights of the parties under the Lease shall be cumulative, and failure on the part of either party to exercise promptly any rights given hereunder shall not operate to waive any such rights.
- 19. <u>Amendment:</u> No modifications, addition, or addenda to this Lease shall be valid unless in writing and signed by Landlord and Tenant.
- **20.** Attorneys' Fees: In the event of litigation between Landlord and Tenant, the prevailing party will be entitled to recover its reasonable legal and other expenses including court costs.
- 21. Waiver of Jury Trial: LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ALL MAHERS ARISING OUT OF THIS LEASE OR THE USE AND OCCUPANCY OF THE PREMISES.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this Lease as of the day and year first above written.

written.
TENANT:
Colwen Management Inc. a New Hampshire corporation
By: Chairman and CEO
<u>Leo Xarras</u> Print Name
LANDLORD:
Superior Drive Hotel Owner LLC Delaware imited liability company
By: Authorized Officer
Mark R. Stebbins Print Name

Exhibit "A"

Depiction of the Leased Premises

