



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

APPLICATION FOR A NEW LICENSE

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)

ENTITY/ LICENSEE NAME The Common Cafe and Kitchen

ADDRESS 9-13 S Main St

CITY/TOWN Natick

STATE MA

ZIP CODE 01760

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | | <input type="checkbox"/> Change of DBA |

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

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

NEW LICENSE

To apply for an alcoholic beverages retail license, you will need the following:

- **New Retail Application**
- **Business Structure Documents**
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- **Manager Application**
- **Proof of Citizenship** for the proposed Manager of Record.
- **Vote of the Corporate Board**
- **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- **Legal Right to Occupy**, a lease or deed.
- **Floor Plan**
- **Abutter's Notification**
- **Advertisement**
- **Monetary Transmittal Form**
- **\$200 Fee** paid online through our online payment link: [ABCC PAYMENT WEBSITE](#)
- **Payment Receipt**
- **Additional information**, if necessary, utilizing the formats provided and or any affidavits.
- **Management Agreement**, if applicable

Please Note: You may be requested to submit additional supporting documentation if necessary.



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APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

On-Premises-12

TYPE

\$12 Restaurant

CATEGORY

Wines & Malt Beverages with Cordials/Liquors Permit

CLASS

Annual

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Starting to open for dinner at our Cafe and want to serve Alcohol.

Is this license application pursuant to special legislation?



Yes



No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name

FEIN

DBA

Manager of Record

Street Address

Phone

Email

Alternative Phone

Website

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

The premises has two floors, the main floor and basement for a total of about 7000sqf. Basement has 3 sections and is used for storage and has an exit on Pond St. The main level consists of the dinning hall of about 50 seats, a kitchen, a side room to be converted into a take-out shop in the near future, and two restrooms. There are 4 doors on the main level.

Total Square Footage:

Number of Entrances:

Seating Capacity:

Number of Floors

Number of Exits:

Occupancy Number:

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:

Phone:

Title:

Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	LLC	Date of Incorporation	08/08/2018
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Ali Zadeh	35 Forest Ln, Hopkinton MA 01748	[REDACTED]	09/21/1965

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Owner	80	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Azadeh Zadeh	35 Forest Ln, Hopkinton, MA 01748	[REDACTED]	04/14/1979

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Owner	20	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?
Please provide a copy of the management agreement.

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	173000
C. Other * (Please specify below)	47000
D. Total Cost	220000

*Other 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):"

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	
Total:	

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			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

All was paid for using cash at hand. \$23,000 was seller refinanced. Cash was obtained mostly by sales by stock options.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name	Azadeh Zadeh	Date of Birth	04/14/1979	SSN	[REDACTED]
Residential Address	35 Forest Ln, Hopkinton, MA 01760				
Email	ali_zadeh66@yahoo.com	Phone	617-869-8955		
Please indicate how many hours per week you intend to be on the licensed premises		40			

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

☒ Yes ☐ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
1/1/2019	present	Manager	FARHAVAR, LLC	Ali Zadeh
April 2016	10/10/2018	Bartisa	Eurest, Compass Group	Michele
Sep 2015	Jan 2016	Stocker	Brothers market	

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature _____ Date _____

ADDITIONAL INFORMATION

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

APPLICANT'S STATEMENT

I, Ali Zadeh the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory

of Farvahar, LLC
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further 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:

Ali Zadeh

Date:

9/9/2019

Title:

owner

CORPORATE VOTE

The Board of Directors or LLC Managers of

FARVAHAR, LLC

Entity Name

duly voted to apply to the Licensing Authority of

Natick

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

9/9/2019

Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | | <input type="checkbox"/> Change of DBA |

"VOTED: To authorize

Ali Zadeh

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

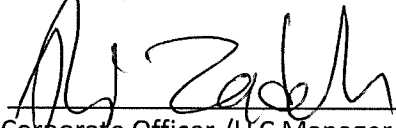
"VOTED: To appoint

Azadeh Zadeh

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,



Corporate Officer / LLC Manager Signature

Ali Zadeh

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

ADDENDUM A

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name		Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)		
<input type="text"/>		<input type="text"/>		

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:		CITY/TOWN:	
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APPLICANT INFORMATION

LAST NAME:	Zadeh	FIRST NAME:	Azadeh	MIDDLE NAME:	M			
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Iran					
DATE OF BIRTH:	04/14/1979	SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Mirza	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts			
GENDER:	FEMALE	HEIGHT:	5	5	WEIGHT:	175	EYE COLOR:	Brown
CURRENT ADDRESS:	35 Forest Ln							
CITY/TOWN:	Hopkinton	STATE:	Ma	ZIP:	01748			
FORMER ADDRESS:								
CITY/TOWN:		STATE:		ZIP:				

PRINT AND SIGN

PRINTED NAME:	Azadeh Zadeh	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

On this	4 th of Sept 2019	before me, the undersigned notary public, personally appeared	Azadeh Zadeh
(name of document signer), proved to me through satisfactory evidence of identification, which were	MDL#		
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
			 NOTARY

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCI Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 660-4614.





Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)		LICENSEE NAME:		CITY/TOWN:	
--	--	----------------	--	------------	--

APPLICANT INFORMATION

LAST NAME:	Zadeh	FIRST NAME:	Ali	MIDDLE NAME:	M			
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Iran					
DATE OF BIRTH:	09/21/1965	SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Fazeh	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts			
GENDER:	MALE	HEIGHT:	5	5	WEIGHT:	170	EYE COLOR:	Brown
CURRENT ADDRESS:	35 Forest Ln							
CITY/TOWN:	Hopkinton	STATE:	Ma	ZIP:	01748			
FORMER ADDRESS:								
CITY/TOWN:		STATE:		ZIP:				

PRINT AND SIGN

PRINTED NAME:	Ali Zadeh	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

On this 1th day of Sept, 19 before me, the undersigned notary public, personally appeared Ali Zadeh
(name of document signer), proved to me through satisfactory evidence of identification, which were MDLT
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Lisa F. Lopes
NOTARY

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCII Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCII. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCII via mail or by fax to (617) 660-4614.



Great Britain states:
to Order reform a more perfect Union,
establish Justice, insure domestic Tranquillity,
provide for the common defence;
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America.

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULARE



PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA

Type / Tipo	Code / Código	Prænom
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USA P

Surnames /

ZADEN

ABSTRACT

REDDI MOGHAUDA

UNITED STATES OF AMERICA

Date of birth / Date de naissance /

14 Apr 1979

Place of birth / Lieu de naissance

IRAN

Date of issue / Date de délivrance:

16 SEP 2014

DATE OF EXPIRATION DATE OF EXPIRATION

17 Sep 2021

SEE PAGE 37

17-105-27

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Wageningen

04141E21N015

71

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P<USAZADEH<<AZADEH<MOGHADDAM<<<<<<<<<<<<<<<<
[REDACTED] 904141F21091583246Z7004<8187224

904141F2109158324627004<818724

904141F2109158324627004<818724

*Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity: do ordain and establish this
Constitution for the United States of America.*



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPOORT
PASAPORTE



Type/Type/ tipo Code/Code/ Código Passport de Pasaporte

P USA

Surname / Nom / Apellidos

MOGHADDAM ZADEH

Given Names / Prénoms / Nombres

ALI

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

21 Sep 1965

Place of birth / Lieu de naissance / Lugar de nacimiento

IRAN

Date of issue / Date de délivrance / Fecha de expedición

07 Jan 2013

Date of expiration / Date d'expiration / Fecha de caducidad

06 Jan 2023

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

Sex / Sexe / Sexo

M

Authority / Autorité / Autoridad

United States

Department of State



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9217M2301066252832686<156266

New Hood

KITCHEN

REPLACE EXIST. W/ NEW
HANDWASH SINK

WALK-IN
REFRIGERATOR
(NEW FLOOR)

WALK-IN
FREEZER

WOMEN'S
RESTROOM

MEN'S
RESTROOM

NEW
HANDWASH
SINK

NEW
HANDWASH
SINK

RELOCATED ICE
MACHINE

EXIST. DISHWASHER

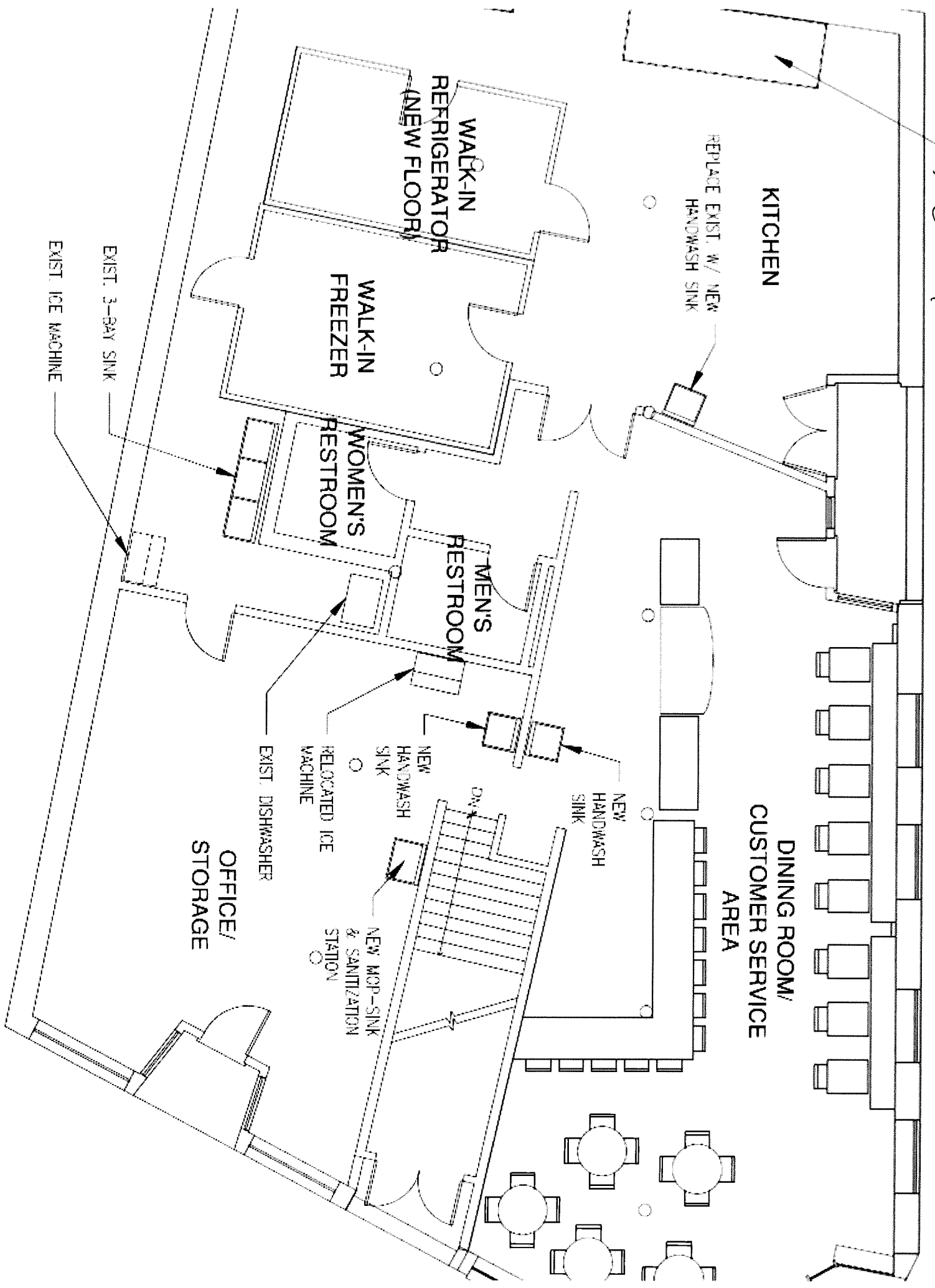
NEW MCP-SINK
& SANITIZATION
STATION

DINING ROOM/
CUSTOMER SERVICE
AREA

OFFICE/
STORAGE

EXIST. 3-BAY SINK

EXIST. ICE MACHINE



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.



Transaction Processed Successfully.

INVOICE #: 74b9243c-9326-4fa7-838b-1e4bf0e7d631

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	The Common Cafe and Kitchen	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 9/4/2019 11:54:39 AM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
The Common Cafe and Kitchen**Fee Type:**
FILING FEES-RETAIL

Billing Information

First Name:
Ali**Last Name:**
Zadeh**Address:**
9 S Main St**City:**
Natick**State:**
MA**Zip Code:**
01760**Email Address:**
ali_zadeh66@yahoo.com

STANDARD FORM COMMERCIAL LEASE

From the office of:
Stonegate Group
83 Speen Street
Natick, MA 01760

1. **PARTIES** Stonegate South Main LLC, a Massachusetts limited liability company with an address at c/o Stonegate Group Management LLC, 83 Speen Street, Natick, Massachusetts 01760, (the "**LESSOR**"), which expression shall include its heirs, successors, and assigns where the context so admits, does hereby lease to Farvahar, LLC (EIN #83-1518377), a Massachusetts limited liability company with an address of 35 Forest Lane, Hopkinton, Massachusetts 01748, (the "**LESSEE**"), which expression shall include its successors, executors, administrators and assigns where the context so admits, and
2. **PREMISES** the LESSEE hereby leases the following described premises: approximately 7,244 rentable square feet located on the retail level and in the basement (the "**Premises**") of the building known as and numbered 9-13 South Main Street, Natick, Massachusetts (the "**Building**"), together with the right to use in common with others entitled thereto (i) the hallways and stairways necessary for access to said Premises and (ii) the reasonable use of the parking lot adjacent to the Premises, to include at least four (4) parking spaces and including space for a compact car or waste container.
- The Lessee hereby acknowledges that neither Lessor, nor Lessor's agents, has made any representation or promises with respect to the Premises, or the uses which are permitted by applicable laws and ordinances, except as expressly set forth in this Lease.
3. **TERM** The term of this lease shall commence on January 1, 2019, subject to the provisions of Section 30 (a), and shall end on December 31, 2023, unless sooner terminated or extended as herein provided.
4. **BASE RENT** The LESSEE shall pay to the LESSOR Base Rent in advance on the first day of each calendar month without prior notice or demand and without offset or deduction of any kind whatsoever as follows:
- | | |
|--------------------------------------|------------|
| January 1, 2019 - December 31, 2019: | \$8,125.00 |
| January 1, 2020 - December 31, 2020: | \$8,750.00 |
| January 1, 2021 - December 31, 2021: | \$8,750.00 |
| January 1, 2022 - December 31, 2022: | \$9,375.00 |
| January 1, 2023 - December 31, 2023: | \$9,375.00 |
5. **RENT ADJUSTMENT** If in any fiscal tax year the real estate taxes on the land and buildings of which the Premises are a part are in excess of the amount of the real estate taxes for fiscal tax year 2014 (hereinafter called the "**Base Year**"), LESSEE shall pay to LESSOR as additional rent hereunder, when and as designated by notice in writing by LESSOR, fifty percent (50%) of such excess that may occur in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year. If the LESSOR obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the LESSEE. Real estate taxes shall also include all other general and special taxes, including assessments for local improvements and other governmental levies, betterments and other charges which may be lawfully charged, assessed or imposed upon the Building and the Property.
- TAX ESCALATION**

s. main street - farvahar final lease

This Lease shall be deemed and construed to be a triple net lease and, except as herein otherwise expressly provided, the LESSOR shall receive the Base Rent, Additional Rent and all other payments hereunder to be made by the LESSEE free from any charges, assessments, impositions, expenses, or deductions of any and every kind or nature whatsoever, except unless otherwise herein expressly provided.

6. SECURITY
DEPOSIT

Upon the execution of this Lease, LESSEE shall pay to LESSOR the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "Security Deposit"), which shall be held by LESSOR as security for the LESSEE's performance as herein provided, and shall be refunded to LESSEE at the end of this Lease, without interest, subject to LESSEE's satisfactory compliance with the conditions hereof. Notwithstanding, effective as of the date of this Lease and subject to the terms and conditions of the Lease Termination Agreement of even date between LESSOR and the current tenant occupying the Premises, La Fete, LLC, LESSOR agrees to transfer the La Fete, LLC security deposit of Ten Thousand and 00/100 Dollars (\$10,000.00) as payment for said Security Deposit.

7. UTILITIES

The LESSEE shall pay, as they become due, all bills for electricity, gas, water/sewer and for all other utilities that are furnished to the Premises. The LESSOR agrees to provide all other utility service and to furnish cold water and reasonable heat to the hallways, stairways, and common lavatories, if any, of the Building during normal business hours on regular business days, and to light common passageways and stairways during business hours, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the commencement date of this Lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

8. USE OF
PREMISES

The LESSEE shall use the Premises for operation of a high-quality sit-down café /restaurant and for no other purpose or purposes. LESSEE acknowledges that the LESSOR makes no representation or warranty regarding the permitted or lawful uses of the Premises and that LESSEE has performed its own investigation and shall be responsible for securing its own licenses and permits, to the extent required, including, without limitation, building permits.

9. COMPLIANCE
WITH LAWS

The LESSEE acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law of any municipal by-law or ordinance in force in the city or town in which the Premises are situated. Without limiting the generality of the foregoing (a) the LESSEE shall not bring or permit to be brought or kept in or on the Premises or elsewhere on the LESSOR's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance including without limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Laws; and (b) the LESSEE shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout or use of the Premises and any work performed by the LESSEE therein.

10. FIRE
INSURANCE

The LESSEE shall not permit any use of the Premises which will make voidable any insurance on the Building and property of which the Premises are a part, or on the contents of said Building

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and property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the Premises.

11. **MAINTENANCE** The LESSEE agrees, at its sole cost and expense, to (i) maintain the Premises in good condition, damage by fire and other casualty only excepted, (ii) maintain, repair or replace the mechanical, electrical and plumbing systems, and (iii) whenever necessary, replace plate glass and other glass therein, acknowledging that the Premises are now in good order and glass whole. The LESSEE shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE acknowledges that, in all events, LESSEE is responsible for provided security to the Premises and its own personnel. The removal of snow and ice from the sidewalks and parking lot bordering upon the Premises shall be LESSEE'S responsibility.
- A. LESSEE'S OBLIGATIONS**
- B. LESSOR'S OBLIGATIONS** The LESSOR agrees to maintain the structure of the Building of which the Premises are a part in the same condition as it is at the commencement of the Term or as it may be put in during the Term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.
12. **ALTERATIONS / ADDITIONS** The LESSEE shall not make structural alterations or additions to the Premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.
13. **ASSIGNMENT / SUBLEASING** The LESSEE shall not assign or sublet the whole or any part of the Premises without LESSOR'S prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this Lease.
14. **SUBORDINATION AND ESTOPPEL CERTIFICATE** This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the Premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgage, deeds of trust or other such instruments in the nature of a mortgage, deeds of trust or other such instruments in the nature of a mortgage.

LESSEE agrees, at any time and from time to time, within ten (10) days of written request by LESSOR, or its mortgagee, to execute, acknowledge and deliver to LESSOR an Estoppel Certificate certifying the terms of this Lease, that this Lease is presently in full force and effect, with a true and correct copy of the Lease attached, and such other information as the LESSOR'S lender, prospective lender, purchaser or prospective purchaser may reasonably require.



15. LESSOR'S
ACCESS

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the Premises to others, and at any time within nine (9) months before the expiration of the Term, may affix to any suitable part of the Premises a notice for letting or selling the Premises or property of which the Premises are a part and keep the same so affixed without hindrance or molestation.

16. INDEMNIFICATION AND
LIABILITY

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by anything occurring on the Premises unless caused by the gross negligence or willful misconduct of the LESSOR and from all loss damage wherever occurring occasioned by any omission, fault, neglect or other misconduct of the LESSEE.

17. INSURANCE

The LESSEE shall maintain with respect to the Premises and the property of which the Premises are a part comprehensive public liability insurance in the amount of \$2,000,000 with property damage insurance in equal limits with responsible companies qualified to do business in Massachusetts and in good standing therein, insuring the LESSOR and LESSOR'S agent as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies, naming LESSOR and LESSOR's agent as Additional Insured. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.

18. FIRE,
CASUALTY /
EMINENT
DOMAIN

Should a substantial portion of the Premises, Building or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this Lease. When such fire, casualty, or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate the Lease if:

- (a) The LESSOR fails to give written notice within ninety (90) days of intention to restore Premises, or
- (b) The LESSOR fails to restore the Premises to a condition substantially suitable for their intended use within two hundred seventy (270) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the Premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

19. DEFAULT
AND
BANKRUPTCY

In the event that:

- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for five (5) days after written notice thereof; or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or



(c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,

then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the term of this Lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of eighteen percent (18%) per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

20. NOTICE

Any notice from the LESSOR to the LESSEE relating to the Premises or to the occupancy thereof, shall be deemed duly served, if left at the Premises addressed to the LESSEE, or if mailed to the Premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. **All rent shall be made payable to Stonegate South Main LLC and sent to LESSOR at Stonegate South Main LLC, c/o Stonegate Group, LLC, 83 Speen Street, Natick, MA 01760.**

21. SURRENDER

The LESSEE shall at the expiration or other termination of this Lease remove all LESSEE'S goods and effects from the Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Premises). LESSEE shall deliver to the LESSOR the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon Premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of LESSEE'S property from the Premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR'S control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

22. BROKERAGE

The LESSEE warrants and represents that it has dealt with no broker entitled to claim a fee or commission in connection with this transaction and shall indemnify the LESSOR from and against any such claim, including without limitation reasonable attorney's fees incurred by the LESSOR in connections therewith.

23. CONDITION OF PREMISES

Except as may be otherwise expressly set forth herein, the LESSEE shall accept the Premises "AS IS" as to condition and layout as of the commencement of the Term, and the LESSOR shall be obligated to perform no work whatsoever in order to prepare the Premises for occupancy by the LESSEE.

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24. FORCE
MAJEURE

In the event that the LESSOR is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the LESSOR, the LESSOR shall not be liable to the LESSEE therefore nor, except as expressly otherwise provided in case of casualty or taking, shall the LESSEE be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the LESSEE that such failure constitutes actual or constructive eviction from the Premises or any part thereof.

25. LATE CHARGE

If Rent, Additional Rent, or any other sum payable hereunder remains outstanding for a period of five (5) days, the LESSEE shall pay to the LESSOR a late charge equal to (i) an administrative fee of Two Hundred Fifty and 00/100 Dollars (\$250.00), plus (ii) interest equal to one and one-half percent (1.5%) of the amount due for each month or portion thereof during which the arrearage continues.

26. LIABILITY OF
OWNER

No owner of the property of which the Premises are a part shall be liable hereunder except for breaches of the LESSOR'S obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR'S interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LESSOR shall be personally liable for performance of the LESSOR's obligations hereunder.

27. RESTAURANT
PROVISION

LESSEE covenants and agrees that during the entire Term of this Lease, LESSEE will conduct in the Premises a high-quality sit-down café /restaurant principally and primarily for the preparation and sale of gourmet style cuisine, and that the Premises will be kept clean at all times. The LESSEE agrees to use all efforts which may be necessary to minimize odors and noises in the Premises and emitted therefrom. The LESSEE further agrees that it will, promptly upon receipt of written notice from the LESSOR, take whatever steps may be necessary in order to comply with improvements of food, service, appearance, and the like in the Premises, as reasonably requested by the LESSOR from time to time; and failure so to do shall be deemed to be a material default hereunder, invoking all of the provisions with respect to default contained in this instrument. In addition, whether installed within or outside of the Premises, any so-called grease traps/interceptors shall be cleaned and maintained by LESSEE on a regular schedule and in accordance with any applicable governmental authorities.

Further, LESSEE agrees to maintain a contract with a licensed pest control contractor reasonably acceptable to the LESSOR, which contract will provide for the monthly application of necessary pest control materials in the Premises. The LESSEE agrees to provide the LESSOR with a copy of such contract and evidence of such monthly applications on the written request of the LESSOR. Notwithstanding the foregoing, if provision is made by the LESSOR for pest control by a contractor, then LESSEE agrees to use said contractor for its pest control and to pay when due all charges at the rates established therefor from time to time provided said chares and rates are market competitive. If the Tenant fails so to pay for such pest control, the Landlord shall have the same remedies (even if such payment is due to such contractor and not to the Landlord) as the Landlord has for nonpayment of rent hereunder.

28. SALE OF
LIQUOR

LESSEE shall not be permitted to sell liquor in the Premises during the Term of this Lease. However, should LESSEE elect to sell liquor in the Premises at any point during the Term of this Lease, LESSEE shall first seek LESSOR's approval, which approval shall be in LESSOR's sole and absolute discretion, and if LESSOR's approval is granted, LESSEE shall apply for and obtain a liquor license (the "Liquor License") duly approved by the appropriate governmental authorities and officials of the Town of Natick and the Commonwealth of Massachusetts, permitting the LESSEE to sell beer, wine, liquor and other alcoholic beverages for consumption

s. main street - farvahr final lease

within the Premises, subject to and in accordance with all applicable provisions of law and this Lease. Provided LESSEE succeeds in obtaining a Liquor License, LESSEE shall (i) at all times comply with all state, municipal and other governmental laws, regulations and rules with respect to the sale of liquor and all alcoholic beverages, (ii) agree to indemnify and hold harmless the LESSOR from and against any and all claims and any and all loss, cost, damage or expense relating to the sale of liquor and all alcoholic beverages in and from the Premises, and (iii) agree to maintain with a responsible and qualified insurance company approved by the LESSOR a liquor liability insurance with minimum combined limits of at least \$2,000,000.00, or such higher limits as the LESSOR may from time to time request, naming LESSOR and LESSOR's agent as Additional Insured.

29. EXTENSION OPTION

LESSEE shall have the option (the "**Extension Option**") to extend the Term of this Lease specified in Section 3 hereof (herein referred to as the "**Original Term**") for two (2) successive additional periods of three (3) years each (hereafter referred to as the "**First Extended Term**" and the "**Second Extended Term**", respectively, and collectively referred to as "**Extended Term**"). Such option to extend may be exercised as hereinafter provided. LESSEE may exercise the aforesaid Extension Option by giving written notice to the LESSOR of LESSEE's election to extend the Original Term of this Lease, provided that such written notice shall be given not less than nine (9) months prior to the expiration of the Original Term or the First Extended Term, as applicable. Upon exercise of said Extension Option as aforesaid, the Term of this Lease shall be automatically extended by the applicable aforesaid three (3) year period without the requirement of any further instrument, upon the same terms and conditions set forth in this Lease, except that LESSEE shall not be entitled to exercise its option for the Second Extended Term if the Extension Option for the First Extended Term failed to be exercised, and LESSOR shall not be obligated to provide any so called "free rent" or tenant improvement allowance or other tenant inducements, and Base Rent for each of the Extended Terms shall be determined as provided for below. In the event that an Extension Option is duly exercised, all references contained in this Lease to the Term hereof, whether by number of years or number of months, shall be construed to refer to the Original Term hereof, as extended as aforesaid, whether or not specific reference thereto is made in this Lease. If LESSEE does not give the written notice of its election to extend at least nine (9) months prior to expiration of the Original Term or Extended Term, as the case may be, LESSEE's right to extend the Term will automatically terminate. Time is of the essence as to the giving of the extension notice.

(a) Rent During Extension Term. In the event LESSEE exercises its Extension Option as herein provided for the First Extended Term, LESSEE shall pay to LESSOR for each year of the First Extended Term annual Base Rent equal to the "Fair Rental Value", but not less than the Base Rent during the final year of the Original Term increased annually by \$0.50 per square foot, and, in any event, shall continue to pay Additional Rent as set forth in Section 5.

In the event LESSEE has exercised its Extension Option for the First Extended Term and elects (and is entitled to elect) to exercise its Extension Option for the Second Extended Term as herein, LESSEE shall pay to LESSOR for each year of the Second Extended Term annual Base Rent equal to the "Fair Rental Value", but not less than the Base Rent during the final year of the Original Term increased annually by \$0.50 per square foot, and, in any event, shall continue to pay Additional Rent as set forth in Section 5.

For purposes of this Lease, "**Fair Rental Value**" shall mean the annual fair rental for the Premises to be leased by LESSEE pursuant to its exercise of the Extension Option that would be agreed upon between a landlord and a tenant executing a lease in a comparable building of

comparable age for comparable square footage located in the Natick metro market for a comparable term in light of all of the other business terms of the Lease.

(b) Conditions Precedent to Exercise. Notwithstanding any contrary provision of this Section or any other provision of this Lease, the Extension Option for the First Extended Term and/or the Second Extended Term and any exercise thereof by LESSEE shall be void and of no effect unless on the date LESSEE notifies LESSOR that it is exercising the Extension Option and on the date of commencement of the applicable Extension Term (i) this Lease is in full force and effect, (ii) no Event of Default on the part of LESSEE is pending or continuing under this Lease, and (iii) LESSEE has neither assigned this Lease nor sublet any portion of the Premises.

30. OTHER
PROVISIONS

It is also understood and agreed that:

- a. **LA FETE LEASE TERMINATION AGREEMENT:** This Lease is subject to the full execution of the Lease Termination Agreement between LESSOR and La Fete, LLC, which is attached hereto as **Exhibit A** and made part of this Lease.
- b. **LEASEHOLD IMPROVEMENTS:** LESSEE may elect to construct leasehold improvements to the Premises at LESSEE's sole cost and expense. Once installed, all such leasehold improvements shall be part of the Premises and shall be the sole property of LESSOR, unless LESSOR at the time of the termination of this Lease requests that LESSEE remove such alteration or improvements, in which case, LESSEE shall return the Premises to its original condition prior to the expiration of the Term, reasonable wear and tear excepted. All leasehold improvements constructed by LESSEE within the Premises shall be done in accordance with plans and specifications first approved by LESSOR. All construction work in the Premises shall be done in a good and workmanlike manner and in compliance with the Lease, all applicable laws and ordinances, regulations and orders of governmental authority and insurers of the Building or the Premises. Before LESSEE begins any work, it shall secure all licenses and permits necessary therefor and cause each contractor to carry (i) workers' compensation insurance in statutory amounts covering all the contractors' and subcontractors employees, and (ii) commercial general liability insurance with such limits as LESSOR may reasonably require, but in no event less than \$1,000,000, with property damage insurance with limits of not less than \$1,000,000 (all such insurance to be written with companies approved by LESSOR (not to be unreasonably withheld or delayed by LESSOR) and insuring LESSOR, LESSOR's agent and LESSEE as well as the contractors), and to deliver to LESSOR certificates of all such insurance in accordance with LESSOR's requirements.
- c. **LEASE GUARANTY:** Simultaneously herewith, as a condition of the effectiveness of this Lease, which condition may only be waived by Lessor, in its sole discretion, the LESSEE shall cause Ali Zadeh and Arman Manshadi to execute and deliver an unconditional personally guaranty, in a form substantially identical to **Exhibit B**, attached hereto and made part of this Lease.
- d. **JANITORIAL/WASTE REMOVAL SERVICES:** Janitorial service within the Premises shall be at LESSEE's sole cost and expense. LESSEE agrees to keep the interior of the Premises clean to reasonable standards for similar space. LESSEE shall also be responsible for the removal of trash from the Premises at its sole cost and expense.
- e. **SIGNAGE:** LESSEE will not place on the exterior of exterior walls (including both interior and exterior surfaces of windows and doors) or on any part of the Building outside the

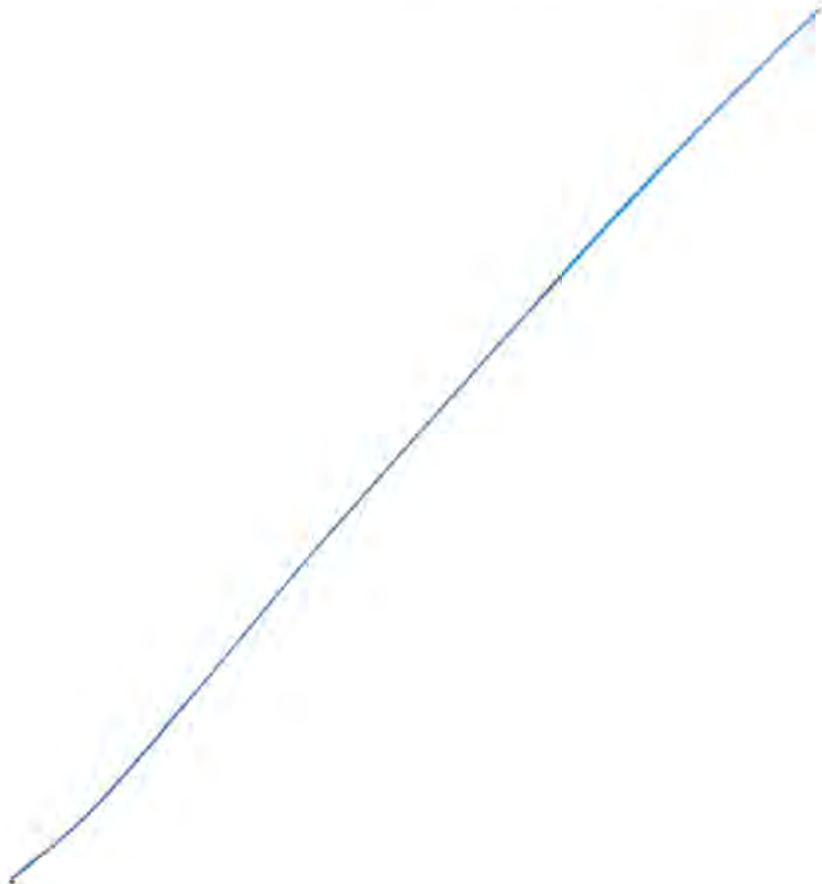
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Premises, any signs, symbols, advertisement or the like visible to public view outside of the Premises without the prior consent of (i) the LESSOR, which shall not be unreasonably withheld, conditioned, or delayed and (ii) local sign ordinances and municipal approval.

- f. **HOLDING OVER:** LESSEE shall pay to LESSOR an amount equal to two hundred percent (200%) of the Base Rent and any Additional Rent during each month or portion thereof for which LESSEE shall retain possession of the Premises or any part thereof after the termination or expiration of LESSEE'S right of possession, and shall also pay all damages sustained by LESSOR on account thereof.
- g. This Lease may be executed in multiple counterparts and collectively shall be deemed one instrument. The parties hereto agree that facsimile signatures shall be deemed original signatures for all purposes.


[This page ends here. Signature page follows.]



IN WITNESS HEREOF, the said parties hereunto set their hands and seals this 31 day of December 2018.


LESSEE

Farvahar, LLC

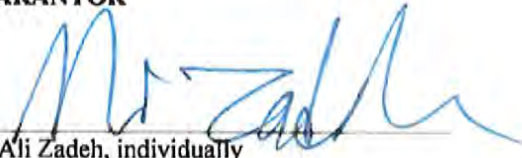

By: Ali Zadeh, Manager

LESSOR

Stonegate South Main LLC


Dean Calivas, on behalf of Stonegate South Main LLC and duly authorized

GUARANTOR


By: Ali Zadeh, individually

GUARANTOR

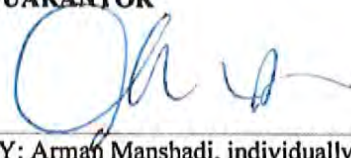

BY: Arman Manshadi, individually







EXHIBIT A

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (the "**Agreement**") is made as of December 31, 2018, by and between **Stonegate South Main LLC**, a Massachusetts limited liability company (the "**Lessor**"), **La Fete, LLC**, a Massachusetts limited liability company, as successor to Chrisma, Incorporated (the "**Lessee**"), and **Margaret C. Nichols and Kevin D. Carter** (the "**Guarantors**"). Each of Lessor, Lessee, and Guarantors may be referred to herein individually as a "**Party**" or collectively the "**Parties**".

WHEREAS, there exists a certain Lease Agreement dated as of April 29, 2008 by and between Lessor and Lessee, as amended by the First Amendment to Lease dated November 28, 2014, the Second Amendment to Lease dated April 28, 2016, and the Assignment and Assumption Agreement and the Third Amendment to Lease each dated October 17, 2016 (collectively, the "**Lease**"), whereby Lessee leases from Lessor approximately 7,244 rentable square feet located on the first floor and in the basement (the "**Premises**") of the building known as and numbered 9-13 South Main Street, Natick, Massachusetts (the "**Building**"); and

WHEREAS, Lessee and Farvahar, LLC ("**Farvahar**") have entered into a transaction the effect of which is Farvahar's assumption of the Lessee's business, presently known as The Common Café, which is located at the Premises; and

WHEREAS, Lessee is desirous of assigning its right, title and interest under the Lease to Farvahar for the continued use of the Premises as a café / restaurant and for such business matters as are normally associated with the aforementioned use and no other; and

WHEREAS, Farvahar is desirous of assuming Lessee's rights, title, interest and obligations under the Lease and for the continued use of the Premises as a café / restaurant and for such business matters as are normally associated with the aforementioned use and no other; and

WHEREAS, Lessor consents to the assignment of the Lessee's business to Farvahar and the Lease, but as a matter of convenience and clarity Lessor agrees to terminate the Lease between Lessor and Lessee and to enter into a new lease with Farvahar, in a form substantially identical to Exhibit A, attached hereto and made part of this Agreement; and

WHEREAS, Lessor and Lessee have agreed to terminate the Lease in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties set forth in this Agreement, Lessor and Lessee agree as follows:

1. The Lease shall be terminated effective on the date (i) the new lease between Lessor and Farvahar is fully executed and (ii) Lessee makes the Base Rent Deferral Payment as defined in Section 3 herein (the "**Termination Date**") as if that were the originally scheduled expiration date of the Lease.

2. Lessee shall continue to make all payments of rent and other amounts owing under the Lease up to and including the Termination Date. Lessor shall conduct its normal reconciliation of such amounts, prorated

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for any partial year ending on the Termination Date, at the end of the Lease year in which the Termination Date occurs, and any reconciling payment shall be made as provided in the Lease. Except for the foregoing and except for obligations of Lessee that would otherwise survive the Lease or as otherwise provided in this Agreement, from and after the Termination Date neither Lessor nor Lessee and Guarantors shall have any further rights or obligations pursuant to the Lease, and Lessor, Lessee and Guarantors shall each be fully and unconditionally released and discharged from their respective obligations arising with respect to the Lease.

3. On or before the Termination Date, Lessee shall pay Lessor the sum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) in cash or by money order or certified check as a payment for the Base Rent that Lessor agreed to defer during the term of the Lease (the "**Base Rent Deferral Payment**"). Lessee's failure to pay the Base Rent Deferral Payment to Lessor as herein provided shall cause this Agreement to be null and void.

4. In addition to the Base Rent Deferral Payment, effective as of the Termination Date, Lessee shall surrender to Lessor with the Premises all of Lessee's rights and interest in the built in fixtures and equipment located in the Premises, whether or not capable of being dismantled and utilized elsewhere, but excluding any moveable or semi-moveable trade fixtures, and other computer equipment and personal property.

5. Lessee shall leave the Premises in broom clean, "as is" as to condition and layout as agreed to by Lessee and Farvabar.

6. Provided that no Event of Default under the Lease has occurred and is continuing, and provided that no portion of the Lessee's Security Deposit has been used to pay for Rent or other charges for which the Lessee is responsible, effective as of the Termination Date, Lessor and Lessee agree that Lessor shall transfer Lessee's Security Deposit of Ten Thousand and 00/100 Dollars (\$10,000.00) to Farvabar, which shall continue to be held by Lessor for use as Farvabar's security deposit.

7. Lessee and Guarantors hereby confirm that (i) there exists no default of Lessor in the performance of any of Lessor's obligations under the Lease; and (ii) there is no event which, with the passage of time or the giving of notice, or both, would constitute a default or failure of Lessor in the performance of any obligations under the Lease.

8. The Lessee and Guarantors acknowledge that Lessee and/or Guarantors do not have any claims, counterclaims, offsets, charges, or demands of any kind or nature against the Lessor or their respective managers, officers, directors, employees, agents, members or attorneys; however, to the extent any such claims, counterclaims, defenses, liabilities, offsets, charges or demands now exist, whether known or unknown to the Lessee, the Lessee and/or Guarantors hereby waive, remise and release the Lessor and their respective managers, officers, directors, employees, agents, members or attorneys of and from the same.

9. There are no oral or side agreements between Lessor, Lessee and Guarantors affecting this Agreement, and this Agreement contains the entire agreement of the Parties with respect to the subject matter herein contained. This Agreement may not be modified or amended except by a writing executed by Lessor, Lessee, and Guarantors.

10. In the event of any conflict between the terms of the Lease and the terms of this Agreement, the terms of this Agreement shall prevail.

11. This Agreement may be executed in counterparts, all of which shall constitute one and the same agreement and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

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12. The parties to this Agreement mutually agree to accept the other parties' facsimile, scanned or electronic signatures on this Agreement, and to be bound by its own facsimile, scanned or electronic signature on this Agreement.

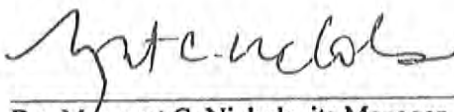
13. Each party to this Agreement disclaims any defense or assertion in any litigation that any ambiguity herein should be construed against the party drafting the agreement.

Signed as a sealed instrument as of the day and year first above written.

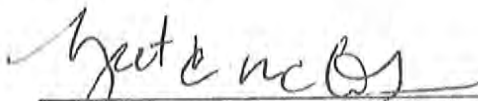
LESSOR
Stonegate South Main LLC


By: Dean Calivas, Stonegate Group LLC
as agent for Stonegate South Main LLC

LESSEE
La Fete, LLC


By: Margaret C. Nichols, its Manager
Duly Authorized

GUARANTOR


By: Margaret C. Nichols, individually

GUARANTOR


By: Kevin D. Carter, individually

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William Francis Galvin
Secretary of the Commonwealth of Massachusetts



Corporations Division

Business Entity Summary

ID Number: 001340604

[Request certificate](#)

[New search](#)

Summary for: FARVAHAR, LLC

The exact name of the Domestic Limited Liability Company (LLC): FARVAHAR, LLC

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 001340604

Date of Organization in Massachusetts:

08-08-2018

Last date certain:

The location or address where the records are maintained (A PO box is not a valid location or address):

Address: 9 S. MAIN ST

City or town, State, Zip code, NATICK, MA 01760 USA

Country:

The name and address of the Resident Agent:

Name: ALI ZADEH

Address: 35 FOREST LANE

City or town, State, Zip code, HOPKINTON, MA 01748 USA

Country:

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	ALI ZADEH	9 S. MAIN ST NATICK, MA 01760 USA
MANAGER	AZADEH ZADEH	9 S. MAIN ST NATICK, MA 01760 USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address
SOC SIGNATORY	ALI M ZADEH	9 S. MAIN ST NATICK, MA 01760 USA
SOC SIGNATORY	AZADEH ZADEH	9 S. MAIN ST NATICK, MA 01760 USA

The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:

Title	Individual name	Address

REAL PROPERTY	ALI ZADEH	9 S. MAIN ST NATICK, MA 01760 USA
REAL PROPERTY	AZADEH ZADEH	9 S. MAIN ST NATICK, MA 01760 USA

Consent	Confidential	Merger	Manufacturing
	Data	Allowed	

View filings for this business entity:

ALL FILINGS

Annual Report

Annual Report - Professional

Articles of Entity Conversion

Certificate of Amendment

Certificate of Consolidation

View filings

Comments or notes associated with this business entity:

[New search](#)

ADDENDUM A OF
CERTIFICATE OF ORGANIZATION
OF FARVAHAR, LLC

NINTH: Additional provisions not inconsistent with the laws of the Commonwealth of Massachusetts, which the members elect to have set forth in this Certificate of Organization.

I. A manager of the limited liability company shall not be personally liable to the limited liability company or to its members for monetary damages for breach of any duty provided for in Section 22 of the Massachusetts Limited Liability Company Act, as may hereafter be amended (the "Act"), except for (i) liability for breach of the manager's duty of loyalty to the limited liability company or its members; (ii) liability for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) liability imposed pursuant to the provisions of Section 35 of the Act; or (iv) liability for any transaction from which the manager derived an improper personal benefit, unless said transaction was with the informed consent of the members or a majority of the disinterested managers.

II. (A) The members of the limited liability company may include provisions in the limited liability company's operating agreement, or the managers may authorize agreements to be entered into with each member, manager, agent or employee, past or present, of the limited liability company (an "Indemnified Person"), for the purpose of indemnifying an Indemnified Person in the manner and to the extent permitted by the Act.

(B) In addition to the authority conferred upon the members and managers of the limited liability company by the foregoing paragraph (A), the members of the limited liability company may include provisions in the operating agreement, or the managers may authorize agreements to be entered into with each Indemnified Person, for the purpose of indemnifying such person in the manner and to the extent provided herein:

(i) The operating agreement provisions or agreements authorized hereby may provide that the limited liability company shall, subject to the provisions of this Article Sixth II(B), pay, on behalf of an Indemnified Person any Loss or Expenses arising from any claim or claims which are made against the Indemnified Person (whether individually or jointly with other Indemnified Persons) by reason of any Covered Acts of the Indemnified Person.

(ii) For the purposes of this Article Sixth II (B), when used herein:

(1) "Manager(s)" means any or all of the managers of the limited liability company or those one or more members or other persons who are exercising any powers normally vested in the managers;

(2) "Loss" means any amount which an Indemnified Person is legally obligated to pay for any claim for Covered Acts and shall include, without being limited to, damages, settlements, fines, penalties or, with respect to employee benefit plans, excise taxes;

(3) "Expenses" means any expenses incurred in connection with the defense against any claim for Covered Acts, including, without being limited to, legal accounting or investigative fees and expenses or bonds necessary to pursue an appeal of an adverse judgment; and

(4) "Covered Act" means any act or omission by the Indemnified Person in the Indemnified Person's official capacity with the limited liability company and while serving as such or while serving at the request of the limited liability company and a member of the governing body, manager, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust, other entity or enterprise, including, but not limited to, any entities and enterprises which are subsidiaries or affiliates of the limited liability company, or employee benefit plan.

(iii) The operating agreement provisions or agreements authorized hereby may cover Loss or Expenses arising from any claims made against a retired Indemnified Person the estate, heirs or legal representative of a deceased Indemnified Person or the legal representative of an incompetent, insolvent or bankrupt Indemnified Person, where the Indemnified Person was an Indemnified Person at the time the Covered Act upon which such claims are based occurred.

(iv) Any operating agreement provisions or agreements authorized hereby may provide for the advancement of Expenses to an Indemnified Person prior to the final disposition of any action, suit or proceeding, or any appeal therefrom, involving such Indemnified Person and based on the alleged commission by such Indemnified Person of a Covered Act, subject to an undertaking by or on behalf of such Indemnified Person to repay the same to the limited liability company if the Covered Act involves a claim for which indemnification is not permitted under cause (v); below, and the final disposition of such action, suit, proceeding or appeal results in an adjudication adverse to such Indemnified Person.

(v) The operating agreement provisions or agreements authorized hereby may not indemnify an Indemnified Person from and against any Loss, and the limited liability company shall not reimburse for any Expenses, in connection with any claim or claims made against an Indemnified Person which the limited liability company has determined to have resulted from: (1) any breach of the Indemnified Person's duty of loyalty to the limited liability company or its members; (2) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; (3) action contravening Section 17 of the Act; or (4) a transaction from which the person seeking indemnification derived an improper personal benefit.