# **License Transactions:**



Applicant: JAC Restaurant, LLC d/b/a Joe Allens

The applicant is seeking a new all alcoholic beverages restaurant license to be located at 14 East Central Street. The License Manager will be Bhaskar Rednam.

All Departments have signed off on this application.

**MOTION** to approve the request by JAC Restaurant, LLC d/b/a Joe Allens for a new all alcoholic beverages restaurant license and approve the Manager, Bhaskar Rednam.

DATED: \_\_\_\_\_, 2019

VOTED: UNANIMOUS \_\_\_\_\_\_ YES \_\_\_\_ NO \_\_\_\_\_ ABSTAIN \_\_\_\_\_\_ ABSENT \_\_\_\_\_ RECUSED \_\_\_\_\_

Teresa M. Burr, CMC Town Clerk

A True Record Attest:

, Clerk Franklin Town Council

# NOTICE OF PUBLIC HEARING FRANKLIN, MA

### New Annual All Alcoholic Beverages Restaurant License - JAC Restaurant LLC, d/b/a Joe Allens

The Franklin Town Council will hold a Public Hearing on an application by JAC Restaurant LLC, d/b/a Joe Allens, located at 14 East Central Street, Franklin, MA for a New Annual All Alcoholic Beverages Restaurant License. The hearing will be held on Wednesday, November 13, 2019 at 7:10 PM in the Council Chambers on the second floor of the Municipal Building, 355 East Central Street Franklin, MA. Information on this application may be obtained in the Town Administrator's Office.

		C.	
	<b>Town of</b> 355 East Cer Franklin, M	tral Street	
		D	
	COMMON VICTUALER APPL ANNUAL FEE: □ \$2,500 ALL A □ \$500 LICENSE MODIFICATIO □\$125: RES	LCOHOL, 🛛 \$1,500 WINE DN(Changes to Alcohol Licen	E & MALT,
Date: <u>/0/22/20/9</u> Business Owner:	BHASKAR First	iddle Initial	
	17KAL ST <u>FRANKLEN</u> , Town		ne #: <sub>(</sub>
Name of Business	JOE ALLENS		_
Business Location	FRANKLING	Telephor	ne #:
Corporation Name	(If applicable) <u>JAC RESTA</u>	URANT LLC	
Address:	Томі	n/City zip	D# <u>84-3202294</u>
Manager Name: _ Address:		le Initial Last	
Date of Birth: _	So	ocial Security Number:	
Enclose Manager F	Resume that includes duties p	erformed at each location	n.
Description of prer Sit Дом.	nises: n, Gull Service Resu	aurant	
Sq. Footage <u>,3<i>So</i> o</u>	# of Tables <u>22_</u> # of Seats <u></u> .	∑ Type of Restaurant_ℓ	AMERICAN
	$\frac{7}{100} \frac{2}{100} \frac{2}{100} \frac{2}{100} \frac{2}{100} \frac{1}{100} \frac{1}$		ite.
Applicant signature: Common Victualer License thereto. All licenses expire	s are issued in conformity with the authority December 31 of each year.	granted by General Laws, Chapte	r 140 and amendments
Page 1 of 3			

1-

The Town Administrator's office upon receipt will forward copies of all applications to the following departments for their review and recommendations.
Police Chief (508-528-1212) Shall initiate a background check of the proposed manager and review the application to determine if, in his opinion, any public safety hazard would exist by reason of the location or the hours of operation. Signoff: Yes/No □ N/A Conditions:
<b>Fire Chief</b> (508-528-2323) or his designate, Shall review and examine the proposed business location to determine if, in their opinion, any public safety hazard would exist by reason of the location, and that the proposed premises meets all fire safety regulations. <b>Signoff: Yes/No</b>
Building Inspection (508-520-4926) Shall examine and review the proposed business location to determine if, in their opinion, any public safety hazard would exist by reason of the location, and that the proposed premises meet all building safety regulations and building codes. Signoff: Yes/No □ N/A Conditions:
Zoning Officer (508-520-4926) Shall examine and review proposed business location to determine if it conforms to all zoning regulations and bylaws. Signoff: Yes/No □ N/A Conditions:
<b>Board of Health</b> (508-520-4905) Shall examine and review proposed business location to determine if, the premises meets and conforms to the provisions of the State Sanitary Code and any local regulations of the Board of Health and that all necessary health permits have been obtained. Signoff: Yes/No □ N/A Conditions:
<b>Treasurer's Office</b> (508- 520-4950) Shall examine their records to see that all taxes and fees due to the Town of Franklin are up to date for both the applicant and owner of property to be used for proposed business. <b>Signoff: Yes/No</b>
Each of Departments Shall make whatever recommendations it deems necessary to the <b>Town Administrator's office</b> (508-520-4949) after review of such application, recommending such measures or restrictions on the issuance of any license as may be necessary to protect the public peace, health, safety or general welfare of the community.
LICENSE  APPROVED – Condition (s)
DECLINED – Reason (s)
DATE
TOWN ADMINISTRATOR SIGNATURE:
Page 2 of 3

### **APPLICANT'S STATEMENT**

l, Bhaskar Rednam	the:	$\boxtimes$ sole proprietor;	partner;	Corporate principal;	LLC/LLP manager
Authorized Signatory					
of JAC Restaurant, LLC	,				
Name of the Entity/Corporat	tion				

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;
- 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:	Bhaskar Rednam	Digitally signed by Bhaskar Rednam Date: 2019.10.16 00:26:10 -04'00'
Jighature.	bhashar neanann	Date: 2019.10.16 00:26:10 -04'00'

Date:		
-------	--	--

Title:



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

### **APPLICATION FOR A NEW LICENSE**

Municipality FRANKLIN

1 LICENSE	CLA	SIFICATION INFO	DRMATION							
ON/OFF-PREN		ΤΥΡΕ			CATEGO	RV			ſ	LASS
On-Premises-12	VIIJLJ	§12 Restaurant			All Alcoholic Beverages				Annual	
Please provide	a narr	ative overview of the tra	ansaction(s) bei	ng applied	for. On-pre	mises appl	icants should	also prov	ide a desc	ription of
		or concept of the busine								
The establishme	ent will	be serving American and	Italian dishes in a	casual envi	ironment.					
Is this license a	pplica	ion pursuant to special	legislation?	С	Yes 💿 N	lo Chap	ter	Acts of	F	
2. BUSINES	SS EN	TITY INFORMAT	ION						×.	
The entity tha	at will	be issued the license	and have opera	ational co	ntrol of th	e premises				
Entity Name	JAC F	estaurant LLC					FEIN	84-3202	294	
DBA	Joe A	llens Casual dining and	Bar	Manage	er of Record	Bhaskar	Rednam			
Street Address	5									
Phone	[			Email						
Alternative Pho	one [			Web	osite					
3. DESCRIP	TION	OF PREMISES								
		plete description of the ncluded in the licensed							oms on ea	ch floor, any
			· · · · · · · · · · · · · · · · · · ·							
   Restaurant is	setur	with one dining floor	r and four roon	ns with a	patio of 20	0 square f	eet.			
	o o o o o o					4				
Total Square Fo	ootage	: 3500	Number of E	intrances:	1		Seating Capa	acity:	120	
Number of Floo	ors	1	Number of E	Exits:	3		Occupancy N	lumber:	150	
4. APPLICA										
The application	n conta	act is the person whom	the licensing au	thorities s	hould cont	act regardir	ng this applica	ation.		
Name:	Bhaska	r Rednam			Phone:	L				
Title: Mana	iger			Er	nail:					1

### **APPLICATION FOR A NEW LICENSE**

<u>5. CORPORATE S</u>	TRUCTURE			
Entity Legal Structure	LLC	Date of Incorporation	Sep 30, 2019	
State of Incorporation	Massachusetts	Is the Corporation public	ly traded? C Yes	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
Bhaskar rednam				
Title and or Position	Percentage of Ownership	Director/ LLC Manag	er US Citizen	MA Resident
Manager	100%	• Yes O No	• Yes 🔿 No	• Yes C No
Name of Principal	Residential Address		SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manag	er US Citizen	MA Resident
		⊖Yes ⊖No	⊖Yes ⊖No	⊖Yes ⊖No
Name of Principal	Residential Address		SSN	DOB
Title and or Position	Percentage of Ownership	Director/LLC Manag	er US Citizen	MA Resident
		⊖ Yes ⊖ No	⊖Yes ⊖No	⊖ Yes ⊖ No
Name of Principal	Residential Address		SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manag	er US Citizen	MA Resident
		⊖Yes ⊖No	⊖Yes ⊖No	⊖Yes ⊖No
Name of Principal	Residential Address		SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manag	er US Citizen	MA Resident
		⊖Yes ⊖No	⊖Yes ⊖No	⊖ Yes ⊖ No
Additional pages attached?	Yes ( No			
CRIMINAL HISTORY			<b></b>	
Has any individual listed in question State, Federal or Military Crime? If ye				es ( No
MANAGEMENT AGREEMENT Are you requesting approval to utiliz	ze a management company through	a management agree	ment?	
Please provide a copy of the manage			C Ye	es 🖲 No 🛛 💈 💈 🕹

### 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		rcentage of Ownership rite "NA" if this is the e		sed
JAC Restaurant LLC				
Name of Principal	Residential Address	<b>L</b>	SSN	DOB
Bhaskar Rednam				
Title and or Position	Percentage of Ownership	Director/LLC Manag	ger US Citizen	MA Resident
Manager	100	● Yes ○ No	● Yes ○ No	● Yes ○ No
Name of Principal	Residential Address		SSN	DOB
Title and or Position	Percentage of Ownership	Director/LLC Mana	ger US Citizen	MA Resident
		C'Yes C'No	∩Yes ∩No	C Yes C No
Name of Principal	Residential Address	×	SŚŃ	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manag	ger US Citizen	MA Resident
		⊖Yes ⊖No	OYes ONo	⊖Yes ⊖No
Name of Principal	Residential Address		SSN	DOB
Title and or Position	Percentage of Ownership	Director/LLC Manag	ger US Citizen	MA Resident
		C Yes C No	C Yes C No	C Yes C No
Name of Principal	Residential Address		SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manag	ger US Citizen	MA Resident
		⊖Yes ⊖No	⊖Yes ⊖No	⊖Yes ⊖No
Name of Principal	Residential Address		SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manag	ger US Citizen	MA Resident
		∩ Yes ∩ No	⊂ Yes ⊂ No	⊖Yes ⊖No
Name of Principal	Residential Address		SSN	DOB
Title and or Position	Percentage of Ownership	Director/LLC Manag	ger US Citizen	MA Resident
		∩Yes ∩No	C Yes C No	C Yes C 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.

### 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  $\square$  No  $\boxtimes$  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 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 X NO I If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Bhaskar Rao Rednam	Beer and Wine	Taste of Andhra LLC	Westborough
Bhaskar Rao Rednam	Liquor License	Sri Restaurant Group, LLC	Woburn

### **<u><b><u>ĠC. DISCLOSURE OF LICENSE DISCIPLINARY ACTION</u>**</u>

Have any of the disclosed licenses listed in question 6Aor 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.

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

### 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	y what mear	ns the applicant will occupy t	he premises	ease			
Landlord Name	12-36 East (	Central Street, LLC					
Landlord Phone	L		Landlord Email				
Landlord Address 536 Boylston Street, Brookline MA 02445							
Lease Beginning	Date	April1 1, 2017	Rent per M	lonth			
Lease Ending Date March 31, 2023		Rent per Ye	ear [				
Will the Landlord	d receive re	evenue based on percentag	ge of alcohol sales?		∩Yes (● No		3

### **APPLICATION FOR A NEW LICENSE**

# **8. FINANCIAL DISCLOSURE**

A. Purchase Price for Real Estate					
B. Purchase Price for Business Assets					
C. Other * (Please specify below)		20,000.00			
D. Total Cost	20,000.00	)			

\*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
JAC Restaurant LLC	25000.00
Total	25000.00

### SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	ls the lender a licensee pursuant to M.G.L. Ch. 138.
Chaitanya Velupula	25000.00	Personal Loan	⊖ Yes (● No
			∩Yes ∩No
			∩Yes ∩No
			∩ Yes ∩ No

### FINANCIAL INFORMATION

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

A personal loan of \$25000.00 is barrowed from Chaitnaya Velupula. Attached is the promissory note.

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?						



Commonwealth of Massachusetts Alcoholic Beverages Control Commission 95 Fourth Street, Suite 3 Chelsea, MA 02150

### **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: (IF EXISTING LICENSEE)		LICENSEE NAME:				CITY/TOWN	:
APPLICANT INFOR	RMATION						
LAST NAME: Red	nam	1	FIRST NAME:	Bhaskar		MIDDLE NAME:	Rao
MAIDEN NAME OF	R ALIAS (IF APPLICABL	E):			PLACE OF BIRTH:	Vizianagaram, Af	p, India
DATE OF BIRTH:		SSN:			ID THEFT INDEX PI	N (IF APPLICABLE):	
MOTHER'S MAIDE		DRI	VER'S LICENSE #	*		STATE LIC. ISSUED	Massachusetts
GENDER: MALE	HEI	GHT:	_	WEI	GHT:	EYE COLOR:	Black
CURRENT ADDRES	S:						
CITY/TOWN:				STATE:	ZIP:		
FORMER ADDRESS	:						
CITY/TOWN:	L			STATE:	ZIP:		
PRINT AND SIGN							
PRINTED NAME:	Bhaskar Redn	am		MPLOYEE SIGN	ATURE:		
NOTARY INFORMATION							
On this		October before n	ne, the unders	igned notary	public, personally	appeared ß	askar Rednam
(name of docum	ent signer), proved	to me through satis	sfactory evider	nce of identifi	cation, which were	drive	rlsLicense
to be the person its stated purpos		ned on the preced	ing or attached	d document, a	and acknowledged	to me that (he)	(she) signed it voluntarily for
					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	NOTARY	
							MAXINE D. KINHART Notary Public DMMONWEALTH OF MASSACHUSETTS

My Commission Expires April 24, 2020

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 identity 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.

<b>10. MANAGER APP</b>	LICATION						
A. MANAGER INFORMAT	<u>FION</u>						
The individual that has l	peen appointed	to manage and control the	e licensed busi	ness and premi	ses.		
Proposed Manager Name	Bhaskar Rednam		] Date of Birth	L	SSN		
Residential Address							
Email			Phone				
Please indicate how many	hours per week y	ou intend to be on the license	ed premises	40			
B. CITIZENSHIP/BACKGRO	JND INFORMATIO	<u>N</u>					
Are you a U.S. Citizen?*			●Yes ○I	No *Manager m	nust be a	U.S. Citizen	
If yes, attach one of the fo	llowing as proof o	f citizenship US Passport, Vot	er's Certificate,	Birth Certificate of	or Natura	lization Paper	s.
Have you ever been convi	cted of a state, fec	leral, or military crime?	⊖Yes (● I	No			
If yes, fill out the table bel utilizing the format below		affidavit providing the detail	s of any and all o	convictions. Attac	ch additic	onal pages, if r	necessary,
Date Mu	inicipality	Charge		C	Dispositio	n	
· · · ·	10						

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
2004	2012	President	eSpaceClinical Inc	N/A
2012	2013	Vice President	Cytel Inc	Irving Dark
2013	2018	Manager	Taste of Andhra LLC	Suneeta Rednam

				nanager of, a license to sell alcoholic beverages that was subject to table. Attach additional pages, if necessary,utilizing the format below.
Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
	<u>*************************************</u>			

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

Manager's Signature Bhaskar Rednam	Digitally signed by Bhaskar Rednam Date: 2019.10.16 00:24:35 -04'00'	Date	
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# **ADDITIONAL INFORMATION**

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

## CORPORATE VOTE

6

The Board of Di	rectors or LLC Managers o	JAC Re	staurant LLC Entity Name	
duly voted to a	oply to the Licensing Author	ority of		and the
	oply to the Leensing Auth		City/Town	
Commonwealth	n of Massachusetts Alcoho	lic Bever	ages Control Commission o	n 10/02/2019
				Date of Meeting
For the following tran	nsactions (Check all that a	oply):		а 1
New License	Change of Location	Chang	ge of Class (i.e. Annual / Seasonal)	Change Corporate Structure (i.e. Corp / Li
Transfer of License	Alteration of Licensed Premises	Chang	ge of License Type (i.e. club / restaurant)	Pledge of Collateral (i.e. License/Stock)
Change of Manager	Change Corporate Name	Chang	ge of Category (i.e. All Alcohol/Wine, Malt)	Management/Operating Agreement
Change of Officers/ Directors/LLC Managers	Change of Ownership Interest (LLC Members/ LLP Partners,	Ssuan Issuan	ce/Transfer of Stock/New Stockholder	Change of Hours
Directors/LLC Managers	Trustees)	Other		Change of DBA
	ication submitted and to equired to have the applicat	Name execute c	EDNAM of Person on the Entity's behalf, any n ted."	ecessary papers and
premises descri therein as the li	bed in the license and aut	it him or hority ar way have	e of Liquor License Manager her with full authority and nd control of the conduct of e and exercise if it were a n	control of the all business
A true copy atte	est,		For Corporations ( A true copy attest	
Corporate Office	er /LLC Manager Signature	!	Corporation Clerk	s Signature
BHASKAR	- LEDNOM			
(Print Name)			(Print Name)	

DocuSign Envelope ID: 7CBE321B-5FE2-4428-A533-BCA9AB75EC9C

.

# Exhibit 3 Lease Amendments

### LEASE AMENDMENT

This Lease Amendment amends and/or modifies certain terms, conditions, and provisions of the Commercial Lease (the "Lease") by and between 12-36 East Central Street, LLC ("Lessor") and Artistry Kitchen Franklin, LLC ("Lessee") for approximately 3,650 square feet of space on the first floor of the building known as 12-20 East Central Street, Franklin, Massachusetts which has been assigned to and assumed by Taste of Andhra, LLC ("Andhra"), a Massachusetts limited liability company, Altamount Restaurant Group LLC ("Altamount"), a Massachusetts limited liability company, and Sree Farmingham, Inc. ("Sree") (individually and collectively, the "Assignees").

A true and accurate copy of the Lease is attached hereto as <u>Exhibit 1</u> and a true and accurate copy of the Assignment and Assumption With Lessor Consent is attached hereto as Exhibit 2.

Unless specifically amended or modified herein, all terms, conditions, and provisions of the Lease shall continue to apply and shall remain in full force and effect. If there is any conflict between the Lease and this Amendment, the terms of this Amendment shall control.

In consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessees agree as follows:

1. The following shall be added and incorporated as Paragraph 10(f) of the Lease:

Notwithstanding any contrary provision of this Section 10 or of the Lease, LESSEE agrees that it shall not remove any additions, improvements, fixtures or trade fixtures which have been made or installed in the Leased Premises including, but not limited to, exhaust fans and hoods, ventilation and HVAC systems, electrical upgrades, sound systems, bars, and walk-in refrigerators or freezers. All such additions, improvements, fixtures or trade fixtures shall remain upon the Leased Premises and at the expiration or earlier termination of this lease shall be surrendered with the Leased Premises as a part thereof.

2. Paragraph 17 of the Lease shall be deleted and replaced with the following:

The LESSEE may use the Leased Premises only for the purposes of an eat-in and take-out restaurant serving Indian and/or South Asian cuisine and the retail sale of such food and beverages, as well as the retail sale of related food preparation tools and equipment, related food education and services, and uses accessory to each of the foregoing. The LESSEE shall not use the Leased Premises for the serving, selling, advertising or promoting foods of Chinese, Japanese, Thai, Korean, and/or Vietnamese origin. Without limiting the generality of the foregoing, the Leased Premises may be used for the sake and dispensing of wine, malt, and other alcoholic beverages (subject to obtaining all required permits, licenses, and approvals).

- 3. Paragraph 20 of the Lease shall be deleted in its entirety.
- 4. Paragraph 35 of the Lease shall be deleted in its entirety.

### LESSEES/ASSIGNEES

### LESSOR

### TASTE OF ANDHRA, LLC,

12-36 EAST CENTRAL STREET,

02 07 17 By:

Name: Bhaskar Rednam

Title: Manager

By: \_

Name: Babak Veyssi

Title: Manager

ALTAMOUNT RESTAURANT GROUP, LLC,

02/07/17 By:

Name: Bhaskar Rednam

Title: Manager

SREEFARMINGHAMMA, INC.,

DocuSigned by: Yaull M By: F8B4E50A5FFA450

2/7/2017 | 5:24:08 PM EST

Name: Harika Manupati

Title: President



Certificate Of Completion		
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	Signatures: 1	Envelope Originator:
Document Pages: 3 Supplemental Document Pages: 0 Certificate Pages: 4	Initials: 0	Eileen Mason
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### LEASE AMENDMENT

This Lease Amendment amends and/or modifies certain terms, conditions, and provisions of the Commercial Lease (the "Lease") by and between 12-36 East Central Street, LLC ("Lessor") and AB Catering, LLC ("Lessee") for approximately 4,725 square feet of space on the lower level of the building known as 12-20 East Central Street, Franklin, Massachusetts which has been assigned to and assumed by Taste of Andhra, LLC ("Andhra"), a Massachusetts limited liability company, and Altamount Restaurant Group LLC ("Altamount"), a Massachusetts limited liability company, (individually and collectively, the "Assignees").

A true and accurate copy of the Lease is attached hereto as <u>Exhibit 1</u> and a true and accurate copy of the Assignment and Assumption With Lessor Consent is attached hereto as <u>Exhibit 2</u>.

Unless specifically amended or modified herein, all terms, conditions, and provisions of the Lease shall continue to apply and shall remain in full force and effect. If there is any conflict between the Lease and this Amendment, the terms of this Amendment shall control.

In consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessees agree as follows:

1. The following shall be added and incorporated as Paragraph 10(f) of the Lease:

Notwithstanding any contrary provision of this Section 10 or of the Lease, LESSEE agrees that it shall not remove any additions, improvements, fixtures or trade fixtures which have been made or installed in the Leased Premises including, but not limited to, exhaust fans and hoods, ventilation and HVAC systems, electrical upgrades, sound systems, bars, and walk-in refrigerators or freezers. All such additions, improvements, fixtures or trade fixtures shall remain upon the Leased Premises and at the expiration or earlier termination of this lease shall be surrendered with the Leased Premises as a part thereof.

2. Paragraph 17 of the Lease shall be deleted and replaced with the following:

The LESSEE may use the Leased Premises only for the purposes of an eat-in and take-out restaurant serving Indian and/or South Asian cuisine and the retail sale of such food and beverages, as well as the retail sale of related food preparation tools and equipment, related food education and services, and uses accessory to each of the foregoing. The LESSEE shall not use the Leased Premises for the serving, selling, advertising or promoting foods of Chinese, Japanese, Thai, Korean, and/or Vietnamese origin. Without limiting the generality of the foregoing, the Leased Premises may be used for the sake and dispensing of wine, malt, and other alcoholic beverages (subject to obtaining all required permits, licenses, and approvals).

- 3. Paragraph 20 of the Lease shall be deleted in its entirety.
- 4. Paragraph 35 of the Lease shall be deleted in its entirety.

LESSEES/ASSIGNEES

TASTE OF ANDHRA, LLC,

02/07/19-By:

Name: Bhaskar Rednam

Title: Manager

ALTAMOUNT RESTAURANT GROUP, LLC

By:

02/07/17

Name: Bhaskar Rednam Title: Manager

### LESSOR

12-36 EAST CENTRAL STREET, LLC,

By: \_\_\_

Name: Babak Veyssi

Title: Manager

Exhibit 4 Personal Guaranty for Lower Level Lease

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### PERSONAL GUARANTY OF LEASE

FOR VALUE RECEIVED, and in consideration for and as an inducement to 12-36 East Central Street, LLC ("Lessor") to consent to the assignment and assumption of the Commercial Lease, as amended, ("Lease") by and between 12-36 East Central Street, LLC ("Lessor") and AB Catering, LLC for approximately 4,725 square feet of space on the lower level of the building known as 12-20 East Central Street, Franklin, Massachusetts to and by Taste of Andhra, LLC and Altamount Restaurant Group LLC (the "Assignees/Lessees"), the undersigned Bhaskar Rednam ("Guarantor") hereby covenants and agrees as follows:

1. A true and accurate copy of the Lease and Lease Amendment which Guarantor is hereby guarantying are attached hereto as <u>Exhibit 1</u>.

2. Guarantor hereby irrevocably, absolutely, and unconditionally guarantees to Lessor the full and timely payment and performance by Assignees/Lessees of all of the covenants, conditions, and agreements in the Lease and the Lease Amendment to be performed and observed by Assignees/Lessees including, without limitation:

- (a) the payment of all rent and other charges required to be paid thereunder;
- (b) the payment of all costs, expenses, and damages (including reasonable attorneys' fees and expenses) which may arise as the result of a default by Assignees/Lessees under the Lease (including, without limitation, damages payable by reason of the termination of the Lease for a default by Assignees/Lessees);
- (c) the payment of all charges, costs, expenses, and damages which by their terms may be due for payment by Assignees/Lessees after the expiration of the term of the Lease or the earlier termination thereof,;
- (d) the payment of all costs, expenses, and damages (including reasonable attorneys' fees and expenses) which may arise as the result of a failure on the part of Assignees/Lessees to perform any obligation of Assignees/Lessees under the Lease to be performed upon or after the expiration of the term of the Lease or the earlier termination thereof, but prior to the Guaranty Termination Date; and,
- (e) the operation of the business as provided in the Lease.

<u>This Guaranty is an unconditional and irrevocable guaranty of payment and performance</u>, and not merely a guaranty of collection.

3. This Guaranty shall remain in full force and effect until the expiration or termination of the Lease or until all obligations of the Assignees/Lessees and Guarantor have been paid and satisfied in full.

This Guaranty shall not be terminated, modified, affected or impaired by reason

- (a) any renewal, extension, modification or amendment of the Lease, to all of which Guarantor hereby consents and waives notice;
- (b) any action which Lessor may take or fail to take against the Assignees/Lessees or against any other guarantor, if there be more than one, or against any security held from time to time by Lessor pursuant to the terms of the Lease;
- (c) any waiver, indulgence or extension of time which Lessor may grant respecting the Lease or this Guaranty or any other guaranty, if there be more than one;
- (d) any failure to enforce any of the terms, covenants or conditions of the Lease or this Guaranty or any other guaranty, if there be more than one;
- (e) any assignment by the Assignees/Lessees, whether voluntary or involuntary, of its interest under the Lease, or subletting, licensing or other occupancy arrangement concerning all or any part of the premises leased thereunder, whether or not Lessor has consented to the same; or
- (f) the acquisition by Guarantor of any rights under, or interest in, the Lease, or in all or any portion of the premises demised thereunder, whether by assignment, subletting, licensing or otherwise.

5. Provided the Lease has not been assigned by the Assignees/Lessees, in accordance with the terms of the Lease, Lessor may, at its option, proceed against Guarantor, or any one or more guarantors if there be more than one, without having commenced any action or having obtained any judgment against the Assignees/Lessees or against Guarantor or against any other guarantor, if there be more than one, and without having first proceeded against any other security then held by Lessor for the performance of the Assignees'/Lessees' obligations under the Lease. The liability of Guarantor with regard to the Lease shall be primary, direct, and immediate, with the same force and effect as if Guarantor had originally signed the Lease as an Assignee/Lessee.

6. Guarantor hereby waives: (a) all suretyship defenses and defenses in the nature thereof; (b) unless the Lease has been assigned by the Assignees/Lessees, in accordance with the terms of the Lease, all notices or demands required or permitted under the Lease including without limitation, notice of any default by the Assignees/Lessees, or notice of any modification, extension or indulgence granted thereunder; and (c) the acceptance of this Guaranty by Lessor.

7. The liability of Guarantor hereunder shall in no way be affected by: (a) the release or discharge of the Assignees/Lessees in any receivership, bankruptcy or other proceedings; (b) the impairment, limitation or modification of the liability of the Assignees/Lessees or the estate of the Assignees/Lessees in bankruptcy or of any remedy for the enforcement of the Assignees' /Lessees' liability under the Lease, resulting from the operation of any present or future provision of any state or federal law concerning bankruptcy or insolvency; (c) the rejection or disaffirmance of the Lease in any proceeding; (d) the assignment or transfer of the Lease by the

of:

4.

Assignees/ Lessees or the estate in bankruptcy of the Assignees/Lessees; (e) any disability or other defense of the Assignees/Lessees. Should Lessor be obligated by any bankruptcy or other law to repay to the Assignees/Lessees or Guarantor or to any trustee, receiver or other representative of either of them, any amounts previously paid, then this Guaranty shall be reinstated in the amount of such repayment.

8. Guarantor: (a) shall have no right of subrogation against the Assignees/Lessees by reason of any payments or acts of performance by Guarantor pursuant to this Guaranty; (b) waives any right to enforce any remedy which Guarantor now has or hereafter may have against the Assignees/Lessees by reason of any one or more payments or acts of performance pursuant to this Guaranty; and (c) subordinates any liability or indebtedness of the Assignees/Lessees now or hereafter held by Guarantor to the obligations of Assignees/Lessees to Lessor under the Lease.

9. All rights and remedies of Lessor hereunder shall be independent of and shall be cumulative with all rights and remedies of Lessor under the Lease or at law or in equity.

10. Guarantor shall pay to Lessor promptly upon demand all costs, including reasonable attorneys' fees, incurred or paid by Lessor in enforcing any one or more of its rights hereunder or under the Lease.

11. This Guaranty sets forth the entire agreement between the parties. This Guaranty cannot be changed or terminated orally, but may be changed or terminated only by a written instrument signed by Lessor and Guarantor.

12. This Guaranty shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws principles. This Guaranty shall be binding upon Guarantor, and his heirs, successors and assigns, and shall inure to the benefit of Lessor and its successors and assigns. Capitalized terms used herein and not otherwise defined shall have the meaning given thereto in the Lease. The terms "Lessor," and "Assignees/Lessees" shall each be deemed to include the named party and such party's successors and assigns. No delay or omission on the part of Lessor in exercising any right hereunder shall operate as a waiver of such right or remedy, or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or a waiver of such right or remedy on any other occasion. If any provision of this Guaranty or the application thereof to any person or circumstance shall to any extent be held void, unenforceable or invalid, then the remainder of this Guaranty or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid shall not be affected thereby and each provision of this Guaranty shall be valid and enforced to the fullest extent permitted by law.

13. Guarantor hereby agrees that any suit, action, or proceeding arising out of or relating to this Guaranty shall be brought only in, and Guarantor hereby consents and submits irrevocably to the jurisdiction of, the courts of the Commonwealth of Massachusetts or the United States District Court for the District of Massachusetts, and all courts to which an appeal may be taken from the aforementioned courts. Guarantor expressly and irrevocably waives any objection it may now or hereafter have as to venue in any of such courts and any claim that any such suit, action, or proceeding has been brought in an inconvenient forum. Guarantor further expressly and irrevocably waives any and all rights to a trial by jury with respect to any suit, action, or proceeding may be effected upon Guarantor at the address set forth below (or

such other address as Guarantor may specify to Lessor in a written notice given in the manner provided in this Guaranty) by overnight delivery by an internationally recognized overnight courier delivery service or by any method then permitted under the laws of the Commonwealth of Massachusetts.

14. To the extent permitted by law, a final judgment (a certified copy of which shall be conclusive evidence of the liability of Guarantor to Lessor, or its successors or assigns) against Guarantor in any legal action or proceeding shall be conclusive and binding and may be enforced in other jurisdictions by suit on an unsatisfied judgment.

- 15. Guarantor hereby represents and covenants that:
  - (a) Guarantor is a Member and Manager of the Assignees/Lessees;
  - (b) this Guaranty is the legal, valid and binding obligation of Guarantor and, subject to the operation of bankruptcy and insolvency laws in the event of a bankruptcy or insolvency of Guarantor, is enforceable against Guarantor in accordance with its terms;
  - (c) the financial statements of Guarantor which have been delivered to Lessor are true, correct, complete and current in all respects, and have been prepared in accordance with generally accepted accounting principles consistently applied, and fairly present the financial condition of Guarantor. No material adverse change has occurred in the financial condition of Guarantor as set forth in such financial statements since the date thereof;
  - (e) there are no outstanding judgments against, or any actions, suits or proceedings at law or in equity or before or by any governmental authority pending or (to the best of Guarantor's knowledge) threatened against or affecting Guarantor or any of its assets. To the best of Guarantor's knowledge after due inquiry, Guarantor is not in default with respect to any order, writ, injunction, decree or demand of any court or any governmental authority; and
  - (f) the execution, delivery and performance of the terms of this Guaranty have not and will not result in any breach of, or default under, any mortgage, deed of trust, lease, bank loan or credit agreement, charter, articles of incorporation, by-law, joint venture or partnership agreement or other instrument to which Guarantor is a party or by which any of its assets may be bound or affected.

16. From time to time during the term of this Guaranty, Guarantor shall, within twenty (20) days after written request by Lessor, execute, acknowledge and deliver to Lessor a statement certifying that this Guaranty is unmodified and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating such modifications). Guarantor agrees that such certificates may be relied on by anyone holding or proposing to acquire from or through Lessor the Premises or any interest therein (including,

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General Laws, Chapter			
dentification Numbe	r:		
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2a. Location of its pr	incipal office:		
No. and Street:			
City or Town:	State: <u>MA</u>	Zip:	Country: <u>USA</u>
2b. Street address of	f the office in the Commonwealth at whic	h the records will be	maintained:
No. and Street:	76 WHITEHALL WAY	а "	
	76 WHITEHALL WAY		
City or Town:	BELLINGHAM State:	<u>MA</u> Zip: <u>02019</u>	Country: USA
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8. 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 (no PO Box)
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
REAL PROPERTY	BHASKAR REDNAM	

### 9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 30 Day of September, 2019, BHASKAR REDNAM

(The certificate must be signed by the person forming the LLC.)

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### THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

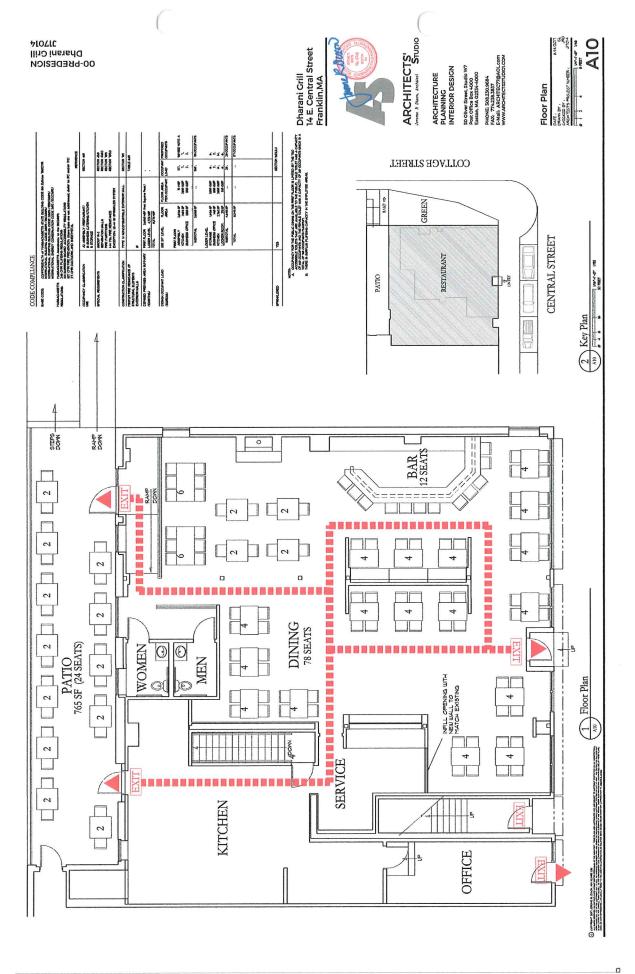
deemed to have been filed with me on:

September 30, 2019 09:44 AM

Hetian Traingalie

### WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



2/2017 PROFECTIOLOGIA DHARANI 14 E Central St Frankn MAIJO3 CONTRACT DOCUMENTSLI7014MA.Ang. 6/14/2017 12:0928 PM DWG To PDF pc3



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 (I	F AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)
ENTITY/ LICENSEE NAME	JAC Restaurant LLC
ADDRESS	
CITY/TOWN	STATE MA ZIP CODE

For the following transactions (Check all that apply):

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

# **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 and via text message.

Transaction Processed Successfully.		
Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	JAC Restaurant LLC	\$200.00

Date Paid: 9/30/2019 10:03:36 AM EDT

Total Convenience Fee: \$4.70 Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name: JAC Restaurant LLC

Fee Type: FILING FEES-RETAIL Billing Information First Name:

Last Name: Vempati

Krishna Mohan

Address:

City:

State: MA

Zip Code:

Email Address: