



SELECT BOARD
TOWN HALL
365 BOSTON ROAD
BILLERICA, MASSACHUSETTS 01821
978-671-0939
FAX: 978-671-0947

Jillian K. Pavidis, *Chair*
John J. Burrows, *Vice Chair*
Daniel R. Darris-O'Connor, *Secretary*
Michael S. Rosa, *Member*
Dina M. Favreau, *Member*

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TOWN OF BILLERICA
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phone 1 929 205 6099

webinar id: 834 7713 8002

BILLERICA SELECT BOARD AGENDA

JANUARY 5, 2026 @ 6:00 PM

**365 BOSTON ROAD, THOMAS CONWAY HEARING ROOM #205 AND HYBRID VIA
ZOOM**

Call to order 6:00 PM

1. Open Microphone

Announcements

2. Vacancies on Boards and Committees
3. All other announcements may be viewed on the Town of Billerica website

Proclamation and Public Recognition

Public Hearings

4. **Public Hearing – National Grid #31226054** – National Grid proposes installing ~41', 1-4" telecom fiber cable conduit from existing pole #15 Pollard Street to existing heavy duty telecon handhole on Quincy Road to improve communication reliability between SCADA and substation.
5. **Public Hearing – Transfer** of an On-Premises All-Alcohol License §12 Restaurant, Common Victualler License, and Entertainment (Weekday & Sunday) License **FROM** Triple Sushi Inc. dba Nana Seven **TO** Hinoki Japanese Steakhouse, Inc. dba Hinoki Japanese Steakhouse at the premises located at 199 Boston Road, Billerica, MA.
6. **Public Hearing – National Grid and Verizon #31199524** – National Grid to install (1) JO Pole on Pinehurst Avenue beginning at a point ~107' west of the centerline of the intersection of Allendale Avenue and continuing ~15' in a north direction for a new mid-span pole, P3-50 located in front of 33 Allendale Ave

New Business (Quick Items)

Appointments

Presentation

Committee Reports

Old Business

7. Town Manager's Report

8. 2025 License Renewals – Review and Approval – One Remaining License

- a. Farmer Brewery Pouring Permit – 1 (License) – Petty King Brewing Company, LLC located at 279 Boston Road

New Business

- 9. **Discussion and Possible Vote on Updated Senior Citizen Tax Work Off Program –**
Requested by Member Rosa
- 10. **Discussion on Interim Public Safety Policy – Section 48.0 – First Reading –**
Requested by Member Favreau

Approval of Meeting Minutes

- 11. November 17, 2025 Regular Meeting

Meeting Schedule

January 12, 2026 and February 2, 2026

VACANCIES ON BOARDS AND COMMITTEES

SELECT BOARD APPOINTMENTS

COMMITTEE	OPENINGS	TERM EXPIRES
Billerica Agricultural Commission	1 – Associate Member	2026
Cabot Land Re-Use Committee	2 – Members 2 – Members 2 – Member 6 TOTAL	2028 2027 2026
Community Preservation Committee	1 – Member	2028
Electronic Voting Committee	2 – Members	2026
Fence Viewer	2 Positions	2026
Historic Commission	1 - Member 1 – Member (Alternate)	2028 2027
Historic District Commission	2 – Alternate Members (1 Center Dist. Res) 2 – Alternate Members (1 Center Dist. Res & 1 Mills Dist. Res) 4 TOTAL	2027 2028
Local Cultural Council	1 – Member	2027
Municipal Affordable Housing Trust	1 – Member (Attorney) 1 – Member (Banker) 1 – Resident 1 – Resident 1 – Member (Realtor) 5 TOTAL	2027 2026 2026 2027 2027
Scholarship Committee	4 – Members	2028
250 th Committee	1 – Member	2026

nationalgrid

November 13, 2025

To The Board of Selectmen of Billerica, Massachusetts

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID covering the installation of underground facilities.

If you have any questions regarding this permit, please contact:

Joseph Ientile 978-766-3114 or joseph.ientile@nationalgrid.com

Please notify National Grid's Jennifer Iannalfo of the hearing date / time to
Jennifer.Iannalfo@nationalgrid.com

If this petition meets with your approval, please return an executed copy to:

National Grid: Jennifer Iannalfo; 1101 Turnpike Street; North Andover, MA 01845.

Very truly yours,

Dave Johnson

Dave Johnson
Supervisor, Distribution Design

Enclosures

Questions contact – Joseph Ientile 978-766-3114 or joseph.ientile@nationalgrid.com

Petition of the Massachusetts Electric Company d/b/a NATIONAL GRID
Of NORTH ANDOVER, MASSACHUSETTS
For Electric Conduit Location:

To the Board of Selectmen of Billerica, Massachusetts

Respectfully represents the Massachusetts Electric Company d/b/a NATIONAL GRID of North Andover, Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked – Pollard Street & Quincy Road - Billerica, Massachusetts.

The following are the streets and highways referred to:

WR# 31226054

Pollard Street & Quincy Road. - National Grid proposes installing approximately 41', 1-4" conduits from existing pole 15, Pollard Street to existing heavy duty telecom handhole on Quincy Road. National Grid to install new telecom fiber cable in order to improve communication reliability between SCADA and substation, Billerica, MA.

Location approximately as shown on plan attached.

Massachusetts Electric Company d/b/a
NATIONAL GRID *Dave Johnson*

BY _____
Engineering Department

Questions contact - Joseph Ientile 978-766-3114 or joseph.ientile@nationalgrid.com

Dated: November 13, 2025

ORDERED:

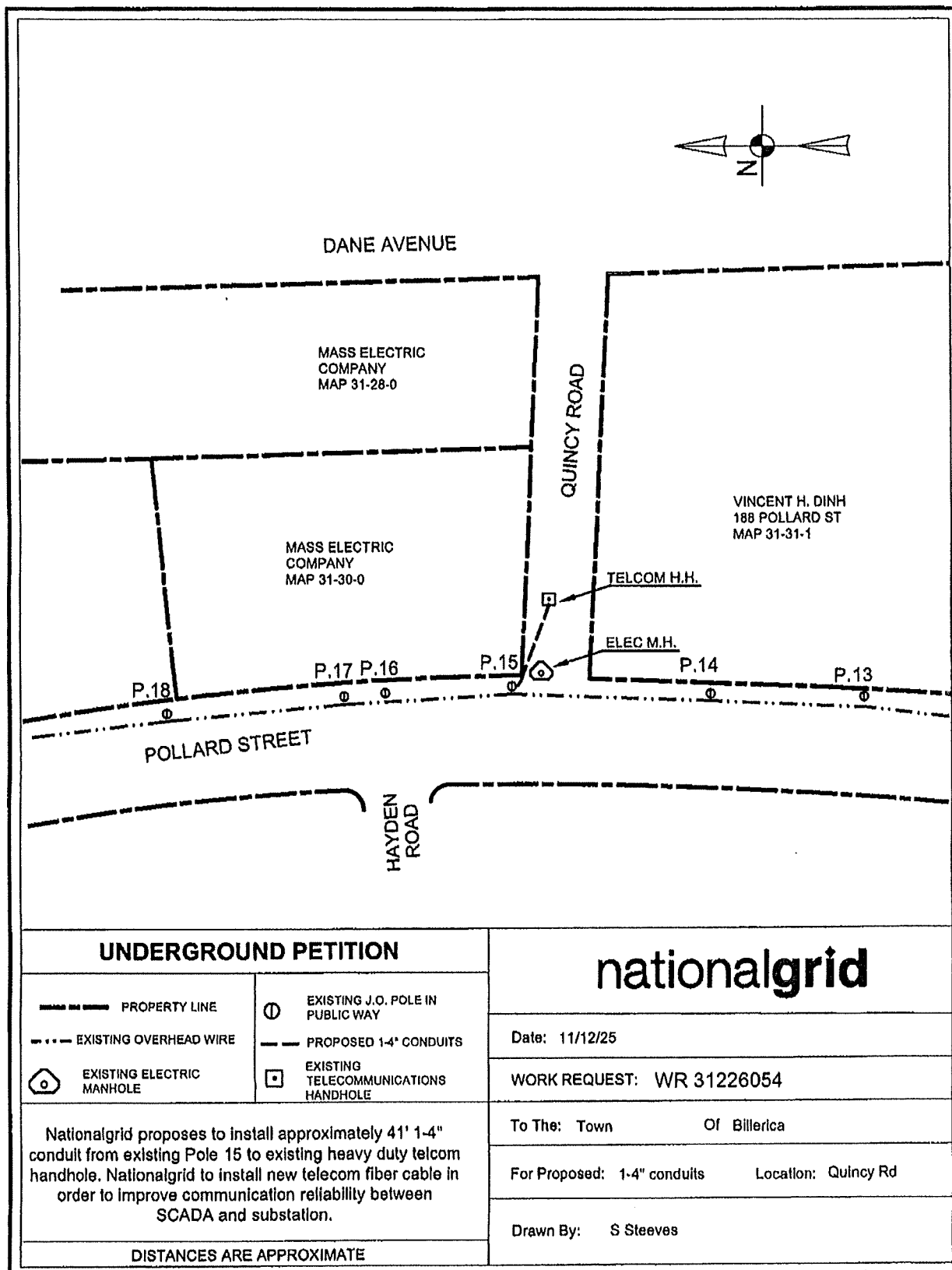
Notice having been given and public hearing held, as provided by law, that the Massachusetts Electric Company d/b/a NATIONAL GRID be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 13th day of November, 2025.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked ... Pollard Street and Quincy Road -Billerica, Massachusetts.

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

WR# 31226054

Pollard Street & Quincy Road. - National Grid proposes installing approximately 41', 1-4" conduits from existing pole 15, Pollard Street to existing heavy duty telecom handhole on Quincy Road. National Grid to install new telecom fiber cable in order to improve communication reliability between SCADA and substation, Billerica, MA.



I hereby certify that the foregoing order was adopted at a meeting of the Select Board of the Town of Billerica, Massachusetts held on the 5th day of January 2026.

Town Clerk

Massachusetts

Received and entered in the records of location orders of the Town of Billerica

Book

Page

Attest:

Town Clerk

I hereby certify that on January 5, 2026, at 6:00 o'clock PM, At 365 Boston Road, Town Hall, Billerica, MA 01821, a public hearing was held on the petition of Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND, INC. for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect Poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

Town Clerk

Select Board of the Town of Billerica, Massachusetts

CERTIFICATE

I hereby certify that on the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the Select Board of the Town of Billerica, Massachusetts, on the 5th day of January 2026 and recorded with the records of location orders of the said Town, Book and Page . This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk



**HEARING NOTICES FOR
NATIONAL GRID, VERIZON and COMCAST
POLE LOCATIONS, CONDUIT, ETC.**

☒DPW

Location of Pole/Conduit:	Pollard Street (31-30-0)
Reason of Pole/Conduit:	National Grid proposes installing ~41', 1-4" telecom fiber cable conduit from existing pole #15 Pollard Street to existing heavy duty telecon handhole on Quincy Road to improve communication reliability between SCADA and substation.
Plan #:	31226054
Comments on Plan: No concerns with regard to installation of 4 conduits provided following requirements are met. A Street Opening Permit is required for this work. All Right of Way Opening Rules and Regulations must be followed. A site walk must be scheduled with DPW (978-436-9178) after water and sewer are marked out, prior to approval of any Street Opening Permit work. Please note that Street Opening Permits are currently on hold for the winter season. The Water and Wastewater (Sewer) Divisions are not notified by Digsafe to mark utilities. Must call 978-671-0956 (Wastewater) and 978-671-0957 (Water) to request marking of water and sewer lines. <u>DO NOT PROCEED WITHOUT CONFIRMATION OF WATER AND SEWER MARKINGS.</u> Contractor is responsible to locate and protect all existing drainage pipes and structures, as well as all other property within work site. Any damaged property must be reported to DPW, and promptly repaired by the contractor. Notify Engineering Office (978-671-1300) any time drainage pipes or structures are exposed. A Street Opening Permit from DPW (978-436-9178) is required for any underground excavations for conduit, cables, wires, manholes, etc. placed within the right-of way. All Right of Way Opening Rules and Regulations must be followed. A site walk must be scheduled with DPW (978-436-9178) after water and sewer are marked out, prior to approval of any Street Opening Permit work (if required). Contractor Acknowledgement Form is attached for signature.	
Signature:	<i>Stephen Robertson</i> DPW Representative
Date:	12/3/25
Please return to the Select Board Office by: December 3, 2025	



HEARING NOTICES FOR
NATIONAL GRID, VERIZON and COMCAST
POLE LOCATIONS, CONDUIT, ETC

CONTRACTOR ACKNOWLEDGEMENT FORM

Location of Pole/Conduit:	Pollard Street (31-30-0)
Reason of Pole/Conduit:	National Grid proposes installing ~41', 1-4" telecom fiber cable conduit from existing pole #15 Pollard Street to existing heavy duty telecon handhole on Quincy Road to improve communication reliability between SCADA and substation.
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I hereby certify that I am aware of these DPW comments regarding the work described.

Dave Johnson
Signature - Utility Company Representative

12/4/25
Date

DAVE JOHNSON
Print Name - Utility Company Representative

NIGRID
Utility Company Name

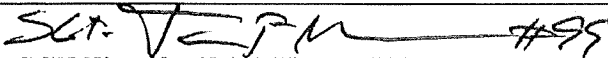


**HEARING NOTICES FOR
NATIONAL GRID, VERIZON AND COMCAST
POLE PETITION LOCATIONS, CONDUIT, ETC.**

☐ DPW

☐ Electrical Inspector

☒ Safety Officer, Police

Location of Pole/Conduit:	Pollard Street (31-30-0)
Purpose of Pole/Conduit:	National Grid proposes installing ~41', 1-4" telecom fiber cable conduit from existing pole #15 Pollard Street to existing heavy duty telecon handhole on Quincy Road to improve communication reliability between SCADA and substation.
Plan #:	31226054
Comments on Plan:	Quincy Road is also signed as Dane Avenue at the Pollard Street intersection.
Any Interference with line of sight?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Markings for Fire Hydrant Needed?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Resident's Complaints?	No known complaints
Signature:	 SGT Timothy F. McKenna #99
Date:	25 NOVEMBER 2025
Please return to the Select Board Office By: December 3, 2025	



HEARING NOTICES FOR
NATIONAL GRID, VERIZON AND COMCAST
POLE PETITION LOCATIONS, CONDUIT, ETC.

☐ DPW

☒ Electrical Inspector

☐ Safety Officer, Police

Location of Pole/Conduit:	Pollard Street (31-30-0)
Purpose of Pole/Conduit:	National Grid proposes installing ~41', 1-4" telecom fiber cable conduit from existing pole #15 Pollard Street to existing heavy duty telecon handhole on Quincy Road to improve communication reliability between SCADA and substation.
Plan #:	31226054
Comments on Plan:	No
Any Interference with line of sight?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Markings for Fire Hydrant Needed?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Resident's Complaints?	No
Signature:	<i>M. J. Bell</i>
Date:	11/24/25
Please return to the Select Board Office By: December 3, 2025	



NOV 17 2025

Board of Assessors
Town Hall
365 Boston Road
Billerica, Massachusetts 01821

JOHN B. SPEIDEL, *Chairman*
RICHARD J. SCANLON, *Associate*
RICK LADD, *Associate*

Tele: (978) 671-0971
assessors@town.billerica.ma.us

ABUTTERS LIST REQUEST

Name National Grid

Date November 17, 2025

Address of Property: 0 Pollard Street (Located on Quincy Rd)

Plate 31-30-0

Telephone Number _____

Parcel _____

I request one copy of the following abutters list and three copies of the labels for the above listed property. The cost of this service shall be \$2.00 per name. The list shall be available five to ten (5-10) working days from the requested date or earlier.

Signature of applicant *Dan McDowell*

Types of Abutters Lists

There are four types of abutters lists which may be required in the Town of Billerica. The board or commission you are seeking approval from and the particular request you are making determines the type of list. You will need to contact the applicable board or commission to determine which of the following will be required in your case.

(Circle one – If no letter is circled a “D” list will be prepared.)

A. Direct Abutters - Direct Abutters to Parcel and Roadway Being Improved

This list contains direct abutters only. Properties across public right-of-ways or paper streets, which have not been discontinued, are not included. (This list should include direct abutters to the roadway being improved if road construction is involved.)

B. Abutters Within 100 Feet

This list contains all abutters within 100 feet of the parcel, notwithstanding public or private streets or ways, municipal borders or bodies of water.

C. Abutter to Abutter Within 300 Feet

This list contains abutters to direct abutters within 300 feet of the parcel. If there is more than one abutter between the subject parcel and the abutting property within 300 feet the owner will not be notified.

D. All Property Owners Within 300 Feet (Cell Towers – All Property Within 500 Feet)

This list contains all properties within 300 feet of the subject parcel. Abutters to abutter restrictions do not apply.

Assessor's
Signature _____

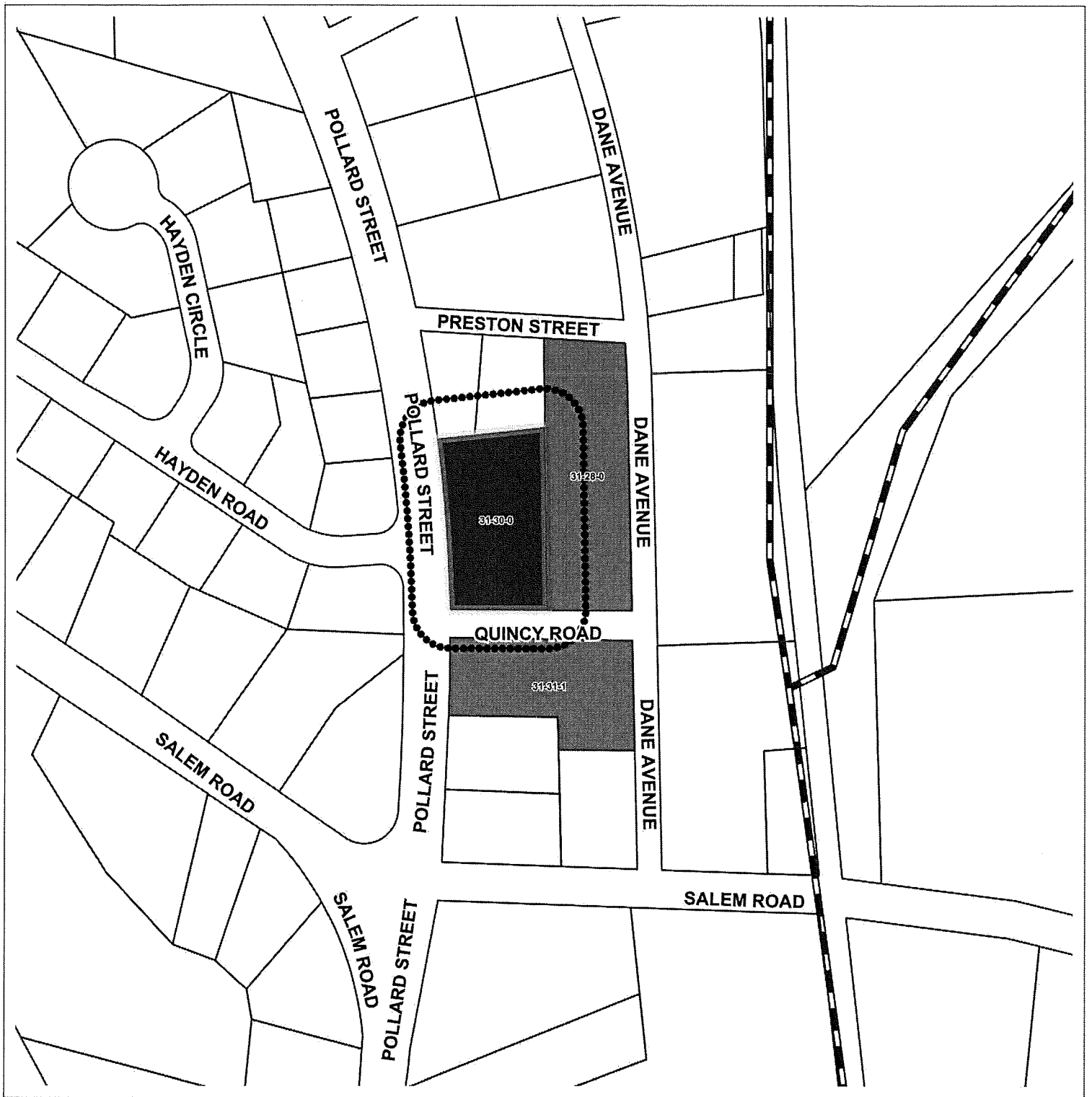
John B. Speidel

Date _____

11/19/25

Amount _____

\$ 4.00



Abutters map for parcel 31-39-0 using direct abutters

Printed on 11/19/2025 at 02:41 PM

Legend

- Parcel Boundary Selection
- Parcel Boundary




0 380 760 ft

PARCEL ID	LOCATION	OWNER 1	OWNER 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP CODE
31-28-0	DANE AV	MASS ELECTRIC COMPANY	C/O PROPERTY TAX DEPT.	40 SYLVAN RD		WALTHAM	MA	02451
31-30-0	POLLARD ST	MASS ELECTRIC COMPANY	C/O PROPERTY TAX DEPT.	40 SYLVAN RD		WALTHAM	MA	02451
31-31-1	188 POLLARD ST	DINH VINCENT H		188 POLLARD ST		N BILLERICA	MA	01862-2431

DISCLAIMER: This list is certified based upon records held in this department as of the date on the abutter's list. It was completed to the best of our ability based upon the information we have available. We do not certify the accuracy of this list per se, only the names and addresses listed on it. In most cases, public disclosure of the hearing pertaining to this list is required and published in the local newspaper. Every effort has been made to ensure proper notification.

The Board of Assessors certifies the accuracy of the names and addresses on this list based upon our current records.



John B. Speidel
Chief Assessor
November 19, 2025



SELECT BOARD
TOWN HALL
365 BOSTON ROAD
BILLERICA, MASSACHUSETTS 01821
978-671-0939
FAX: 978-671-0947

Jillian K. Pavidis, *Chair*
John J. Burrows, *Vice Chair*
Daniel R. Darris-O'Connor, *Secretary*
Michael S. Rosa, *Member*
Dina M. Favreau, *Member*

NOTICE OF HEARING

To: NATIONAL GRID AND ALL ABUTTERS

You are hereby notified that a hearing will be held by the Select Board on Monday, January 5, 2026 @ 6:00 PM in the Conway Hearing Room #205 in Town Hall, 365 Boston Road and via Zoom:

<https://us02web.zoom.us/j/83477138002>

phone 1 929 205 6099

webinar id: 834 7713 8002

National Grid #**31226054**

Parcel: 31-30-0

Pollard Street

National Grid proposes installing ~41', 1-4" telecom fiber cable conduit from existing pole #15 Pollard Street to existing heavy duty telecon handhole on Quincy Road to improve communication reliability between SCADA and substation.

If there any questions on this hearing: Please call or email Joseph Ientile at (978) 766-3114 or joseph.ientile@nationalgrid.com



LICENSE APPLICATION
BILLERICA SELECT BOARD

Fee Paid: \$ 250

All Alcohol
Common Use
Entertainment

Billerica Select Board PM 3/12
RCID NOV 17 2025

ACTION: NEW or ☒ CHANGE

Licensee of Business:		Hinoki Japanese Steakhouse, Inc.	
Doing Business As:		Hinoki Japanese Steakhouse	
Street Address:		199 Boston Road, Billerica, MA	Assessors Plate/Parcel: 22-11-1
Phone #:	[REDACTED]	Zip Code: 01862	Tax ID #: [REDACTED]
Alt. Phone #:		Email: [REDACTED]	

DESCRIPTION OF PREMISES:

Include # floors, total SF, # of patron restrooms, entrance/exit locations, etc. Use additional attachments if necessary and attach a plot plan of the premises if there are exterior changes.
First floor premises containing approximately 7,683 square feet with main entrance and three exits in rear of building. Includes mens' and womens' restrooms. See attached floor plan.

REQUIRED SIGNATURES: (Obtain necessary approvals before submission)


<u>Building Inspector:</u>	<i>[Signature]</i>	Date:	11/10/25
Comments:			
<u>Board of Health:</u>	<i>[Signature]</i>	Date:	11/10/25
Comments: Applicant shall complete Plan Review Applications obtain a Food Establishment Permit			
<u>Police:</u>	<i>Lt Ser Cng</i>	Date:	11/14/25
Comments:			
<u>Fire:</u>	<i>[Signature]</i>	Date:	11/10/25
Comments:			
<u>Treasurer:</u>	<i>[Signature]</i>	Date:	11/10/25
Comments:			

Manager's Name:		Rachanee Daranuwat	
Street Address:		[REDACTED]	
City/Town/State/Zip:		[REDACTED]	
Phone #:	[REDACTED]	Tax ID #:	[REDACTED]
Email:		[REDACTED]	

Requested Hours of Operation: (For new application or for change on license)

Weekday (Monday-Friday):	11:30 a.m. to 12:00 a.m. (midnight)
Saturday:	11:30 a.m. to 12:00 a.m. (midnight)
Sunday:	12:00 p.m. to 12:00 a.m. (midnight)

LICENSE TYPE REQUESTED:

LIQUOR (Circle Option):	<u>On-Premise Retail (S12)</u>	Wine & Malt	<u>All Alcohol</u>
	Off Premise Retail (S15)	Wine & Malt	All Alcohol
Type of Business S12 Only:		Club	Hotel/Innkeeper <u>Restaurant</u>
1-Day Special:	Wine & Malt	All Alcohol (Non-profit Organizations Only)	
COMMON VICTUALLER (Circle Option):	<u>Restaurant</u>	Innholder	Cafeteria
ZBA/Special Permit?: Provide Copy if Yes	<input checked="" type="checkbox"/> YES	NO	
MOTOR VEHICLE (Circle Option):	Class I	Class II	Class III
HAZARDOUS MATERIAL STORAGE (List Type):			
ENTERTAINMENT:			
Weekday: (Per MGL, Ch. 140, Section 183A or 181):		11:30 a.m. to 12:00 a.m. (midnight)	
Sunday: (Per MGL, Ch. 136 – Form 90 Required):		12:00 p.m. to 12:00 a.m. (midnight)	
Type of Entertainment:			
Recorded background music, controlled by restaurant.			
AMUSEMENT DEVICE (Per MGL, Ch.140, Section 177A)			
# of Total Devices:		0	
Enter Each Device Separately. Name of Machine and Serial #. Use separate paper if necessary.			
#1:	N/A	#5:	
#2:		#6:	
#3:		#7:	
#4:		#8:	
OTHER (Circle Option):			
Taxi Bowling Other: _____			
Licensees Signature: 		Date: <u>10/24/25</u>	
Title: <u>Rachanee Daranuwat, Pres/Treas of Hinoki Japanese Steakhouse, Inc.</u>			
The applicant certifies compliance with all Rules, Regulations, Laws and By-Laws in effect at this time. Under the penalties of perjury, the signature below certifies the above information as true and correct to the best of their knowledge and belief. False statements can result in immediate license revocation.			

NAME OF INDIVIDUAL OR CORPORATION THAT PAYS REAL ESTATE TAXES TO THE TOWN OF BILLERICA:

Jonathan T. Kane, Trustee of Dudley Trading Associates Nominee Trust

One Van de Graatt Drive, Suite 102

Burlington, MA 01803

LICENSE

For

199 Boston Road (Store #5), Billerica, MA 01862

$$_{(address)}$$

accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program or entertainment:

DATE	TIME	Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion
Sundays	12:00 p.m. to midnight	Playing of recorded background music, controlled by restaurant.

(City or Town)

Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00pm – Midnight): \$2.00 Special Hours (Sunday 12:00 am– Midnight): \$5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00pm – Midnight): \$50.00 Special Hours (Sunday 12:00 am– Midnight): \$100.00

This license is granted and accepted, and the entertainment approved, upon the understanding that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about this place of amusement during performances therein; may employ to preserve order in his place of amusement only regular or special police officers designated therefore by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

Do not write in this box

This application and program must be signed by the licensee or authorized representative of entertainment to be held. No Change to be made in the program without permission of the authorities granting and approving the license.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES



TOWN OF BILLERICA

APPLICATION FOR ENTERTAINMENT
AUTHORITY M.G.L. CHAPTER 140, SECTION 183A

(No Fee if Licensed under Chapter 140, Section 2 Common Victualer)

☐ ONE DAY:

☒ ANNUAL:

Name of Applicant: Hinoki Japanese Steakhouse, Inc.

Name of Business: Hinoki Japanese Steakhouse

Address of Business: 199 Boston Road

Mailing Address: 807 Farms Dr., Burlington, MA 01803

(If Different)

Email: rachanee1976@gmail.com

Phone #: 857-277-4262

Please Check All That Apply:

Day: ☒ Weekday (Monday-Friday) ☒ Saturday ☒ Sunday (If Sunday, Form 90 Required)

Dancing: ☐ By Patrons ☐ By Entertainers ☒ No Dancing

Music: ☒ Recorded ☐ Juke Box ☐ Live Music ☒ Amplification System ☐ No Music

Shows: ☐ Theatre ☐ Movies ☐ Floor Show ☐ Light Show ☒ No Show

☐ Any dynamic audio or visual show whether live or recorded

Nudity: ☐ Nudity, as described in M.G.L. c. 140, § 183A ☒ No Nudity

Admission: Yes ☐ No ☒ If yes, how much \$ _____


Costumes Worn: Yes ☐ No ☒ If yes, describe _____

Other: Bowling _____ Video Games _____ Billiard Tables _____ Other Auto Amusement _____ (Indicate Quantity)

Please fully describe the proposed entertainment: (Type, dates, hours of operation, costumes worn, indoors/outdoors, number of maximum patrons/attendees, etc. Use separate sheet of paper if needed.)

Playing of recorded background music, controlled by restaurant, during hours of operation.

Hours of Operation: Monday - Saturday 11:30 a.m. to 12:00 a.m. (midnight), and Sunday 12:00 p.m. to 12:00 a.m. (midnight)


Applicant Rachanee Daranuwat, on behalf of
Hinoki Japanese Steakhouse, Inc.

10/24/25
Date



Town of Billerica Police Department

6 Good Street
Billerica, Ma 01821
(978) 215-9674 Fax (978) 670-2762
scoffey@billericapolice.org

November 14, 2025

To: Select Board

From: Lt. Sean P. Coffey

Re: Nana Seven Liquor License Transfer

Board Members,

On November 12, 2025, I received an application from **Hinoki Japanese Steakhouse Incorporated**, doing business as *Hinoki Japanese Steakhouse*, requesting the transfer of a **Section 12 Restaurant All Alcohol Liquor License**. The current license holder is **Triple Sushi Incorporated**, doing business as *Nana Seven*, located at **199 Boston Road**.

The proposed hours of operation are:

- **Sunday:** 12:00 PM – 12:00 AM
- **Monday–Saturday:** 11:30 AM – 12:00 AM

Hinoki Japanese Steakhouse Incorporated holds a Massachusetts Tax Identification Number of **001859349**.

A background/CORI check was conducted on the owner and proposed manager, **Rachanee Daranuwat** of [REDACTED] with no findings. I reviewed with Ms. Daranuwat the Town of Billerica's Rules and Regulations governing liquor licenses, and she expressed a clear understanding of the requirements and the importance of compliance. Ms. Daranuwat has more than twenty-five years of experience owning and managing restaurants and demonstrates a solid understanding of day-to-day operations. She also maintains an active ServSafe certification.

Based on the information above, I recommend approval of the license transfer.

Lt Sean P. Coffey



SELECT BOARD
TOWN HALL
365 BOSTON ROAD
BILLERICA, MASSACHUSETTS 01821
978-671-0939
FAX: 978-671-0947

RULES AND REGULATIONS ACKNOWLEDGEMENT FORM

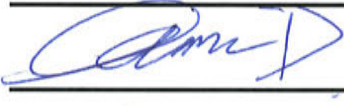
This Form MUST Be Submitted during the Yearly Renewal Process

Name: Rachanee Daranuwat, on behalf of Hinoki Japanese Steakhouse, Inc.

Name of Establishment: To be: Hinoki Japanese Steakhouse

Address: 199 Boston Road (Store #5)
Billerica, MA

Printed Name: Rachanee Daranuwat

Signature:  , Pres./Treasurer

Date: 10/24/25

I am the Manager or duly authorized designee of the above listed establishment and I hereby certify that I have read and understand the Town of Billerica Rules and Regulations for the Licensing and Sale of Alcoholic Beverages.



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
Lafayette City Center
2 Avenue de Lafayette, Boston, MA 02111-1750
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Hinoki Japanese Steakhouse, Inc.

Address: 199 Boston Road

City/State/Zip: Billerica, MA 01862

Phone #: [REDACTED]

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with _____ employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity.
[No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☒ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: AMGuard Insurance Company

Insurer's Address: P.O. Box AH, 39 Public Square

City/State/Zip: Wilkes-Barre, PA 18703-0020

Policy # or Self-ins. Lic. # HIWC684575 Expiration Date: 05/20/2026

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under § 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature]

Date: 10/24/25

Phone #: [REDACTED]

Rachanee Daranuwat, Pres/Treasurer

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (check one):

1. ☐ Board of Health 2. ☐ Building Department 3. ☐ City/Town Clerk 4. ☐ Licensing Board
5. ☐ Selectmen's Office 6. ☐ Other _____

Contact Person: _____ Phone #: _____



Town of Billerica Police Department

6 Good Street
Billerica, MA 01821
(978) 215-9621 Fax (978) 670-2762
www.billericapolice.org

Criminal Record Background Check

Date: 10/24/25

Release: I, Rachanee Daranuwat
Name of Applicant

[Redacted]
Date of Birth

allow the Town of Billerica Police Department to search my records to ascertain information on my personal history.

Authorization for Personal History:

This authorization will give the Billerica Police Department permission to research your background, personal history and character references.

[Signature]
Signature of Applicant

Application Approved: _____

Application Denied: _____

Reason: _____



SELECT BOARD
TOWN HALL
365 BOSTON ROAD
BILLERICA, MASSACHUSETTS 01821
978-671-0939
FAX: 978-671-0947
selectboard@town.billerica.ma.us

**AUTHORIZATION FORM
LEGAL AD**

DATE: 10/24/25

NAME: Rachanee Daranuwat, Pres/Treas of Hinoki Japanese Steakhouse, Inc.

(Please print)
Location Address: 199 Boston Road, Billerica, MA 01862

ADDRESS: Mailing Address: 807 Farms Drive, Burlington, MA 01803

(Please print)

EMAIL (to send legal ad proof): To: Dana C. Myers - Email: dmyers@tmdslaw.com

(Please print)

In connection with my application/petition for:

Transfer of liquor license; Common Victualler license; Entertainment license

(weekday, Saturday and Sunday).

I authorize the Town of Billerica to place a Legal Notice, as required for the Public Hearing before the Select Board, for this application/petition in the local newspaper and accept full responsibility for the costs of said advertisement(s). I understand I will be responsible for submitting a check made payable to the "Town of Billerica" for the cost of the legal advertisement prior to the scheduled public hearing.

Signed:

(Petitioner/Legal Representative of Applicant/Petitioner)

THE COMMONWEALTH OF MASSACHUSETTS

BILLERICA

City or Town

BOARD OF APPEALS



2025 00327679

Cert: 27025 Bk: 00138 Pg: 49

Recorded: 09/22/2025 10:39 AM

Date: August 13, 2025

Certificate of Granting of Special Permit
(General Laws Chapter 40A, Section 11)

The Board of Appeals of the Town of Billerica hereby certifies that a **SPECIAL PERMIT** has been
GRANTED (Case #25-37):

To: HINOKI JAPANESE STEAHOUSE, INC.

Address: 199 BOSTON ROAD

City or Town: BILLERICA, MA 01821

affecting the rights of the owner with respect to land of buildings at 199 BOSTON ROAD, Billerica, MA
Plate 22 Parcel 11-1 and recorded in M.N.D.R. of D's Book 138 Page 49; Cert. #27025

And the said Board of Appeals further certifies that the decision attached hereto is a true and correct copy of its decision **GRANTING** said **SPECIAL PERMIT** and that copies of said decision, and of all plans referred to in the decision, have been filed with the planning board and the city or town clerk.

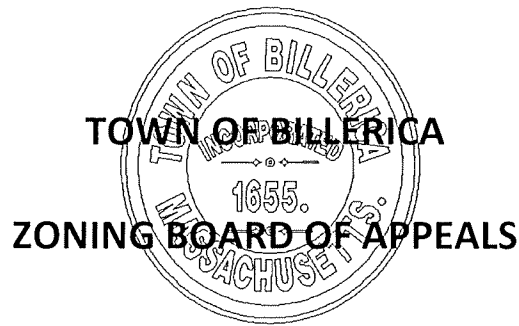
The Board of Appeals also calls to the attention of the owner or applicant that General Laws, Chapter 40A, Section 11 (last paragraph) provides that no variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the town or city clerk that twenty days have elapsed after the decision has been filed in the office of the city or town clerk and no appeal has been filed or that, if such appeal has been filed, that it has been dismissed or denied, is recorded in the registry of deeds for the county and district in which the land is located and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. The fee for such recording or registering shall be paid by the owner or applicant.

Property Owner:

Jonathan T. Kane, Trustee of
Dudley Trading Associates
Nominee Trust


Chairman


Vice-Chairman



CASE # 25-37 SP Granted

DATE: August 13, 2025

Applicant: HINOKI JAPANESE STEAHOUSE, INC.

Locus: 199 BOSTON ROAD

Assessor's Map: Plate 22 Parcel(s) 11-1

A public hearing was held on Wednesday, August 13, 2025 in the Town Hall, Room 210 at 6:05 PM, for a Special Permit under Sections 5.F (Table of Uses) and 5.C.6.c.(2)(a) and 5.C.(2)(c) (Restaurant Use) and 9.G.16.c (Illuminated window sign) of the Zoning By-Law to operate a Japanese and Thai cuisine restaurant located in a General Business Zone.

Notice of this hearing was advertised in the Lowell Sun on July 30, 2025 and August 6, 2025. Notice of this hearing was also posted at the Town Hall and sent to the applicant and all abutters located within 300 feet of the property.

The following members were present and voting on this petition: Eric Anable, Robert Accomando, Richard Colantuoni, Michael Pendleton, and Anupam Wali.

Attorney Dana Myers presented her client's request to allow for the transfer of ownership to operate a Japanese Steakhouse in an existing restaurant space currently occupied by Nana 7. She stated the seating capacity will remain the same. The hours of operation will be Monday to Saturday 11:30 am to midnight, and Sunday will be 12:00 pm to midnight. The client further wishes to keep the small "Open" illuminated window sign. The existing floor plan will remain the same. If granted, the applicant will move forward to transfer the liquor license through the Select Board office.

The submitted Plot Plan prepared by RJ O'Connell & Associates, Inc. dated May 17, 2025 and the interior design plan prepared by T Design, LLC., dated July 14, 2025 shall be filed as the Plans of Record for this decision.

**Billerica Zoning Board of Appeals
365 Boston Road, Billerica, Massachusetts – 01821
Telephone (978) 671-0964**

The Board finds (1) the proposed special permit is in harmony with the general purpose and intent of the Zoning By-Law and Chapter 40A; (2) the proposed use is in compliance with all other requirements set forth in this Zoning By-Law for issuance of a special permit; and (3) the proposed use will not prove injurious to the safety or general welfare of the neighborhood into which it proposes to locate nor will the proposed use prove destructive of property values.

SPECIAL PERMIT CONDITIONS:

1. This special permit is for the petitioners only and may not be transferred or sold without applying to the Board of Appeal.
2. The hours of operation are: Sunday 12:00 pm to midnight, Monday to Saturday, 11:30 am to midnight.
3. The owner of the restaurant shall be responsible for the cleaning up of any rubbish, trash or debris on the property caused by the restaurant use, daily.
4. Dumpster pick shall be no earlier than 7:00 AM and no later than 7:00 PM.
5. The relief granted by this Special Permit is confined to: (1) scope of the advertisement of the public hearing, (2) specific exceptions to the Zoning By-Law identified in this decision and only to the extent of the relief requested in the application, no other relief is implied, (3) scope is limited to the testimony given and documents produced
6. The applicant shall, after the (20) twenty-day appeal period has expired, return to the Town Clerk to have this decision stamped, then record notice of same with the North Middlesex Registry of Deeds and file a copy of the Registry Receipt with the Board of Appeals within (90) ninety days of filing of decision with the Town Clerk. Failure to record this decision within (90) ninety days shall render it null and void.
7. Special Permits shall be used within a (2) two-year period or shall be null and void.

Notice of this decision shall be mailed forthwith to the applicant, to the parties in interest designated in M.G.L. Chapter 40A, Section 11, and to every person present at the hearing who requested that notice be sent to him and stated the address to which such notice was to be sent.

Any Appeal from this decision shall be made pursuant to M.G.L. Chapter 40A, Section 17 and shall be filed within (20) twenty days after the date of the filing of the notice of decision in the office of the Town Clerk.

Date of Board of Appeals Decision: August 13, 2025



Michael Pendleton
Chairman



Anupam Wali
Vice-Chairman



Eric Anable
Secretary



Richard Colantuoni
Member



Robert Accomando
Member

ATTEST: I, Elizabeth A. Berube, Clerk/Assistant Clerk, for the Town of Billerica, MA., hereby certify that the decision from the Board of Appeals has been received and recorded at this office and no appeal was received during the twenty (20) days next after such receipt and recording of said decision.

Donna J. McCoy, Town Clerk

Date

Elizabeth A. Berube
Elizabeth Berube, Assistant Town Clerk

September 22, 2025
Date

2017	KG0121	2018	KG0121	2019	KG0121	2020	KG0121

**RJO'CONNELL
& ASSOCIATES, INC.**
CIVIL ENGINEERS, SURVEYORS & LAND PLANNERS
10000 W. 10th Ave., Suite 100, Denver, CO 80231
Tel: (303) 751-1111 Fax: (303) 751-1112

**KEYPOINTTM
PARTNERS**
Exceeding Expectations in Commercial Real Estate

ONE VAN DE GRAFF DRIVE
BURLINGTON, MA 01803

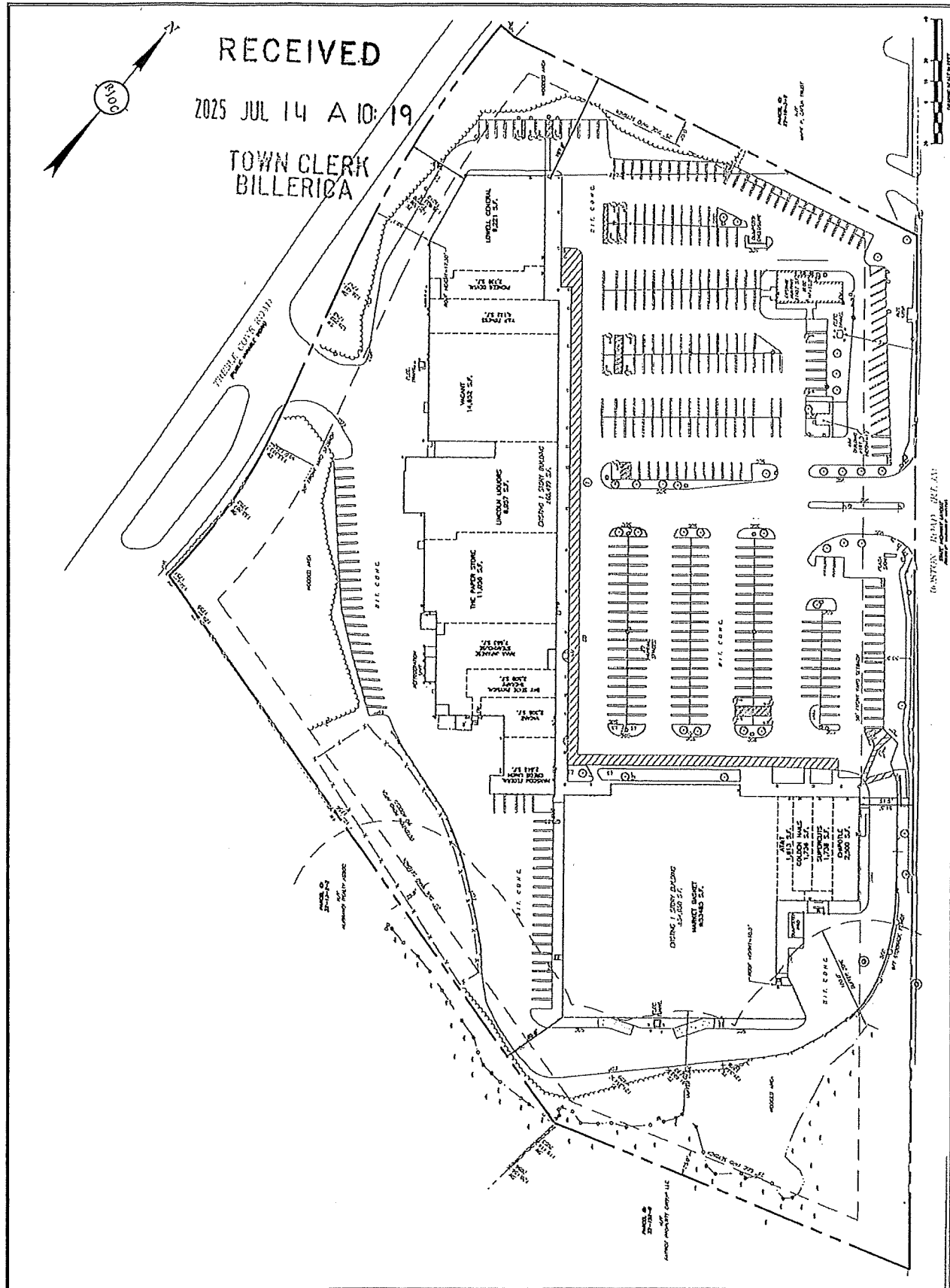
199 BOSTON ROAD
BILLENICA, MA

DESIGNED BY	3PG
DRAWN BY	FUG
REVIEWED BY	3PG
SCALE	1" = 4'
DATE	DATE

OVERALL SITE PLAN

OS-1

22043





RECEIVED

2025 JUL 14 A 10: 20

TOWN CLERK
BILLERICA

Policy Information Page**[1] Named Insured and Mailing Address**Hinoki Japanese Steakhouse Inc
DBA/TA Hinoki Japanese Steakhouse
[REDACTED]**Agency**FISHER INSURANCE AGENCY, INC.
194 West Street
Suite 7
Milford, MA 01757
Agency Code: MAFISH10**Federal Employer's ID** XX-XXX5041**Insured is** Corporation**Additional Names of Insured**

(N2) Hinoki Japanese Steakhouse

[2] Policy Period

From May 20, 2025 to May 20, 2026, 12:01 AM, standard time at the insured's mailing address.

[3] Coverage

- A. Workers' Compensation Insurance - **Part One** of this policy applies to the Workers' Compensation Law of the following states: Massachusetts
- B. Employer's Liability Insurance - **Part Two** of this policy applies to work in each of the states listed in item [3]A. The limits of our liability under Part Two are:
- | | |
|---|-------------|
| Bodily Injury by Accident - each accident | \$1,000,000 |
| Bodily Injury by Disease - each employee | \$1,000,000 |
| Bodily Injury by Disease - policy limit | \$1,000,000 |
- C. Other States Insurance - Part Three of this policy applies to all states, except any state listed in item [3]A. and the states of North Dakota, Ohio, Washington, and Wyoming.
- D. This policy includes these endorsements and schedules:
See Extension of Information Page - Schedule of Forms

[4] Premium

The Premium Basis and, therefore, the premium will be determined by our Manual of Rules, Classifications, Rates, and Rating Plans. All required information is subject to verification and change by audit. (Continued on another page)

Total Estimated Policy Premium	\$ 2,932
Total Surcharges/Assessments	\$ \$118.00
Total Estimated Cost	\$ \$3,050.00

INTERNAL USE 13091
MGA : HIWC684575
Date : 05/20/2025
MANOTE

Page - 1 -

Information Page
WC 000001A

Policy Information Page**Extension of Information Page****Schedule of Forms**

WC000001A - INFORMATION PAGE
WC000000C - STANDARD POLICY
WC000403 - EXPERIENCE RATING MODIFICATION FACTOR
WC000414 - NOTIFICATION OF CHANGE IN OWNERSHIP ENDT
WC000422C - TERR RISK INS PROG REAUTHORIZATION ACT
WC000425 - EXP. RATING MODIF. FACTOR REVISION END'T
WC200301 - MA LIMITS OF LIABILITY ENDORSEMENT
WC200302A - MA ASSESSMENT CHARGE
WC200401 - MA PENDING PREMIUM CHANGE ENDORSEMENT
WC200405 - MA PREMIUM DUE DATE ENDORSEMENT
WC200601A - MA CANCELLATION ENDORSEMENT
WC990000 - AUTHORIZATION AND ATTESTATION END'T

Remember, we make a variety of loss control services available to you at no additional charge, including educational resources accessible from our *Policyholder Service Center* at <https://policyholder.guard.com>.

Policy Information Page

[4] Premium (cont.)

Massachusetts

Classification	Code	Premium Basis: Total Estimated Annual Remuneration	Rate per \$100 Remuneration	Estimated Annual Premium
Effective: 05/20/2025-05/20/2026				
RESTAURANT NOC	9079	407,000	0.62	2,523
Rate Deviation			5.0%	-126
Increased Limits Emp Liability, 1000K/1000K/1000K	9812		2.0%	48
Amt to Bal Inc Lim				27
Total Estimated Annual Premium for MA				2,472

Policy Totals

Total Estimated Standard Premium for Massachusetts	2,472
Expense Constant	338
Total Terrorism MA 9740 0.03 407,000	122
Amt to Bal Min Prem	0
Minimum Premium MA \$276	
Total Estimated Annual Premium	2,932
MA State Assessment 05/20/2025-05/20/2026 4.6800%	118
Total Estimated Cost for HIWC684575	3,050



Thomas Rizzo <trizzo230@gmail.com>

WORKERS COMP Payment Receipt POLICY ISSUED!: One-Time Draft Confirmation - HIWC684575

1 message

Devin B. Haughey <dhaughey@thefiai.com>

Tue, May 20, 2025 at 3:23 PM

To: "Dana C. Myers" <dmyers81@msn.com>, Thomas Rizzo <trizzo230@gmail.com>

WORKERS COMP Payment Receipt POLICY ISSUED!: One-Time Draft Confirmation - HIWC684575

Thank you,

Devin B. Haughey
President & CEO**Fisher Insurance Agency, Inc.**
194 West Street, Suite 7
Milford, MA 01757-2274

tel: 508-853-2400

Disclaimer: Coverage cannot be guaranteed, bound or amended by leaving a voicemail message, facsimile, text message, other electronic or US mail and without prior confirmation from Fisher Insurance Agency, Inc. No insurance policy, binder, endorsement, or policy change goes into effect unless and until confirmed by Fisher Insurance Agency, Inc. Any proposal of insurance Fisher Insurance Agency, Inc may present is based upon the values developed, exposures to loss(s) disclosed, and subject to additional Underwriting audit, guidelines, review, pricing, and favorable: business, driving, inspection, insurance; loss/claim - history - experience - record. Applications, Binders, Certificates of Insurance, Evidence of Insurance, Proposals, Quotes, Signed and Released/Submitted Documents are only a summary of coverage(s), limit(s), terms(s), deductibles(s), conditions, limits and exclusions. In the event of a claim/loss, the actual coverage(s), limit(s), terms(s), deductibles(s), conditions, limits and exclusions of the policy prevails. Fisher Insurance Agency, Inc is not responsible for any deficiencies in an Insureds insurance program and will not assume any such responsibility. Fisher Insurance Agency, Inc is not responsible for earned premiums, cancellations, past activities, financial transactions outside of binding, endorsing, or cancelling policies that we become Broker of Record on. In circumstances where we do not have appointments with an insurance company through which insurance is issued, our agency may have referred applications to another Insurance Agency and therefore we are not authorized to bind coverage or to execute or issue policy(s) ourselves. We have the authority to prepare application(s), collect and remit premium(s), and deliver policy(s) and endorsements. Please contact our agency if you require any change(s) to policy(s) or need to report a claim. We are entitled to receive compensation from the insurer, directly or indirectly, for the customer purchase of any insurance and may charge fees in addition to the monies received for assistance with coverage placement, servicing, or renewal of insurance coverages. Other agents and wholesale brokers may also receive compensation for their participation in providing insurance products. Any fees charged to you will be disclosed, are non-refundable and you have given your consent and agree to pay a fee for Agent and/or Brokers services. If at any time any insurance policy(s) is not active, in good standing, expired, cancelled, pending cancellation or intended to be cancelled and payments continue to be made it does not mean that the policy(s) is in force and active. Only the Insurance Company(s) of Record after Underwriting Review, Guidelines, Pricing and Additional Information needed (if any) can guarantee coverage, renewal, re-instatement of policy(s) or rescind any pending or intent to cancel. Certificates of Insurance do not guarantee coverage and shall not be construed as re-instatement of policy(s), renewal or a rescission of any pending or intent to cancel. Fisher Insurance Agency, Inc is not liable; (a) if web site or other systems are not working properly; (b) circumstances beyond our control; (c) information received by any representative of an Insured or Certificate Holder supplied is erroneous, fraudulent, incorrect, incomplete, inaccurate, or not timely; (d) for any fees, funds, costs, damages, etc. caused by not receiving a Certificate of Insurance timely and has no obligation to send or transmit the Certificate of Insurance more than once; (e) there may be other exceptions as well. Fisher Insurance Agency, Inc will not sell any personally identifiable information to a third party without consent. This e-mail message (including attachments, if any) is intended for the sole use of the individual and/or entity to whom it is



In cooperation with
FISHER INSURANCE AGENCY, INC.

Hinoki Japanese Steakhouse Inc
807 Farms Dr
Burlington, MA 01803-3748

Policy Number: HIWC684575
Customer Number: 15981541
Insurance Carrier: AmGUARD Insurance Company
Effective Date: 05/20/2025

Thank you for choosing us for your Workers' Compensation Policy!

Welcome. Your policy is underwritten by AmGUARD Insurance Company - a member of Berkshire Hathaway GUARD Insurance Companies. We are pleased to have the opportunity to serve you by providing quality insurance coverage, easy claims reporting, and the attentive customer service you deserve.

Register Now and Manage Your Policy Online

We provide fast and easy online self-service solutions through our **Policyholder Service Center (PSC)** and **BHGUARD mobile app**. Here you can:

- view and print policy documents
- make online payments
- review our value-added services
- find information to report a claim (use our app to upload photos and documents)
- GO GREEN – set up electronic document delivery

Register now at www.guard.com/pscregister or **download the BHGUARD app today!**

Who to Contact

For coverage changes, policy provisions, or endorsement issues, call your insurance agent at 508-853-2400.

For questions about billing, claims, and our other services, contact our **Customer Service Center** Monday through Friday, 8:00 AM to 7:30 PM EST by phone at 800-673-2465, fax at 570-823-2059, email at csr@GUARD.com, or chat with us online through the PSC.

To report fraud or suspicious activity, contact our **Fraud Investigative Unit** at 800-673-2465, ext. 8477 (TIPS) or via email at fraudsiu@guard.com.

Report a Claim 24/7

You can report a claim 24/7 by calling 888-NEW-CLMS. Additional information on claims reporting can be found on our Policyholder Service Center accessible at www.guard.com. Upload claims documents and photos using our mobile app or online at our PSC.

Workers' Compensation Resources

To obtain a copy of your state's Posting Notices as well as managed care and/or claims information that may need to be shared with your employees, visit: www.guard.com/postingnotices

Thanks for doing business with Berkshire Hathaway GUARD Insurance Companies. Please keep a copy of this letter with your policy for future reference.

Register for our Policyholder Service Center at www.guard.com/pscregister/ or download the BHGUARD app today!

Download the BHGUARD app
POLICYHOLDER SERVICE CENTER



enclosed: Workers' Compensation Policy #HIWC684575

The Security You Need. The Name You Trust.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisher Insurance Agency, Inc. 194 West Street, Suite 7 Milford MA 01757-2274		CONTACT NAME: Devin B. Haughey PHONE (A/C, No, Ext): (508) 853-2400 E-MAIL ADDRESS: dhaughey@thefiai.com FAX (A/C, No):	
INSURED HINOKI JAPANESE STEAKHOUSE, INC. [REDACTED]		INSURER(S) AFFORDING COVERAGE INSURER A: Utica First Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #	

COVERAGES **CERTIFICATE NUMBER:** HINO25110716541335 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$300,000 BPP <input checked="" type="checkbox"/> ALS Loss if Income GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BOP3001639050	05/20/2025	05/20/2026	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
			GENERAL AGGREGATE \$ 2,000,000				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					Liquor Liability \$ 1,000,000	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

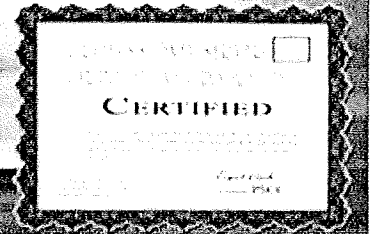
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Family Style Japanese & Thai Food And Bar Restaurant located at:
199 Boston Road # 5 Billerica, MA 01821

CERTIFICATE HOLDER Town of Billerica 365 Boston Road Ground Floor - Roomd G07 Billerica MA 01821	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

1/27/25, 11:05 PM

Rachanee Daranuwat Certificate: Responsible Serving of Alcohol from Rserveing.com!



Responsible Serving of Food and Alcohol

Responsible Serving of Alcohol

This certificate confirms that

Rachanee Daranuwat

has successfully passed the Professional Server Certification Corporation (PSCC)
Responsible Serving of Alcohol course of study and has demonstrated the skill level
and knowledge necessary to act as a responsible alcohol server.

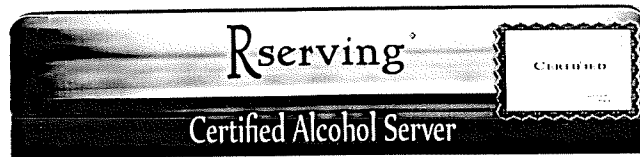
Certificate #: PSCC10000776009
Award Date: 01-27-2025
Expiration Date: 01-26-2029



To verify this certificate, go to Rserveing.com.

A handwritten signature in black ink, reading "Robert V. Graham".

Robert Graham, President/CEO



Responsible Serving of Alcohol
Rachanee Daranuwat

Identification Number: PSCC10000776009

Date of Issuance: 01-27-2025

Date of Expiration: 01-26-2029



CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: RACHANEE PIKULTHONG

Certificate Number: 4943620

Date of Completion: 2/28/2021

Date of Expiration: 2/28/2026



*The above-named person is hereby issued this certificate
for completing an allergen awareness training program
recognized by the Massachusetts Department of Public Health
in accordance with 105 CMR 590.009(G)(3)(a).*

This certificate will be valid for five (5) years from date of completion.

Issued By:



Massachusetts Restaurant Association
333 Turnpike Road, Suite 102
Southborough, MA 01772
508-303-9905
www.marestantassoc.org

NATIONAL
RESTAURANT
ASSOCIATION®
800.765.2122
www.restaurant.org

NATIONAL REGISTRY OF
FOOD SAFETY PROFESSIONALS®

CERTIFIES

RACHANEE DARANUWAT

HAS SUCCESSFULLY SATISFIED THE REQUIREMENTS FOR THE
FOOD SAFETY MANAGER
UNDER THE
CONFERENCE FOR FOOD PROTECTION STANDARDS

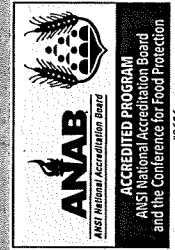
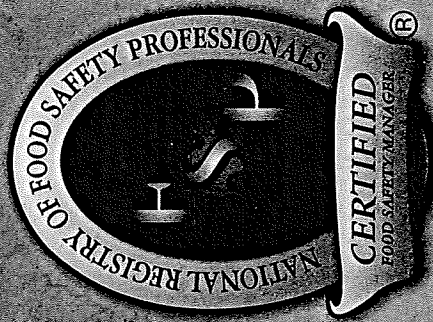
PRESIDENT:



LAWRENCE J. LYNCH, CAE

ISSUE DATE: MARCH 3, 2025
EXPIRATION DATE: MARCH 3, 2030
CERTIFICATE NO: 22160909
TEST FORM: EZC20

This certificate is not valid for more
than five years from date of issue.



6751 Forum Drive, Suite 220, Orlando, FL 32821
P (800) 446-0257 F (407) 352-3603 www.NRFP.com
National Registry of Food Safety Professionals®

Safety And First-aid Education

Proudly presents this Certificate of attendance to

RACHANEE DARANUWAT

For successfully completing the training and examination requirements:

Sponsoring Agency:

Buffalo Wild Wings

15 South Ave

Burlington MA 01803

Exp 2 yrs from date below

That meet Mass DPH 105 CMR

590.009(E)(1)

"Anti choking Procedures for
Food service establishments..."

S.A.F.E.

Est. 1994

Lowell MA

Info@ChokeSaver.com

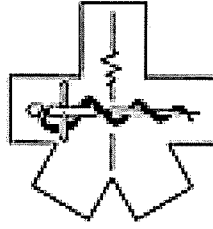
978-703-1113

For

S.A.F.E. CHOKESAVER

2 Hr Training Program

This 12th day of
July, 2025



Arthur Wellenstein

Gunther Wellenstein, EMT (R)

Instructor (No. 0489749)

ServSafe® CERTIFICATION

RACHANEE PIKULTHONG

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

20095083

CERTIFICATE NUMBER

5499

EXAM FORM NUMBER

12/14/2020

DATE OF EXAMINATION

Local laws apply. Check with your local regulatory agency for recertification requirements.

12/14/2025

DATE OF EXPIRATION



Sherman Brown
Sherman Brown
Executive Vice President, National Restaurant Association Solutions

#0655



[Your Information](#)[Payment](#)[Receipt](#)

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.

INVOICE #: 2c2c801c-c5f2-489c-8edc-42858344e59d

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	00065-RS-0106	\$200.00
		\$200.00

Total Convenience Fee: **\$5.18**

Date Paid: **5/21/2025 6:34:33 PM EDT**

Total Amount Paid: **\$205.18**

Payment On Behalf Of

License Number or Business Name:
00065-RS-0106

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Dana

Last Name:
Myers

Address:
358 Tilden Commons Lane

City:
Braintree

State:
MA

Zip Code:
02184

Email Address:
dmyers@tmdslaw.com



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 TRANSFER OF 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)

00065-RS-0106

ENTITY/ LICENSEE NAME

Hinoki Japanese Steakhouse, Inc.

ADDRESS

807 Farms Drive

CITY/TOWN

Burlington

STATE

MA

ZIP CODE

01803

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input 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 checked="" 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="text"/> | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

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



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

Billerica

1. TRANSACTION INFORMATION

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Pledge of Inventory | <input type="checkbox"/> Change of Class |
| <input type="checkbox"/> Alteration of Premises | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> Change of Category |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Change of License Type
(\$12 ONLY, e.g. "club" to "restaurant") |
| <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Other | |

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.

Application for transfer of liquor license currently held by Triple Sushi, Inc. to be purchased by Applicant, Hinoki Japanese Steakhouse, Inc. Applicant to own and operate a Thai and Japanese restaurant that will be doing business as "Hinoki Japanese Steakhouse".

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

On-Premises

§12 Restaurant

All Alcohol

Annual

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number

00065-RS-0106

FEIN

Entity Name

Hinoki Japanese Steakhouse, Inc.

DBA

Hinoki Japanese Steakhouse

Manager of Record

Rachanee Daranuwat

Street Address

Phone

Email

Add'l Phone

Website

4. 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. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

Premises to be licensed is Store #5 at 199 Boston Road, Billerica, MA, which is currently operated/known as "Nana Japanese Steakhouse". Applicant to add small lounge area to existing restaurant premises (floor plan on file - see also the floor plan attached). The premises consists of 1 floor with 7,683 sq. ft.

Total Sq. Footage

7,683

Seating Capacity

172

Occupancy Number

172

Number of Entrances

main entrance (1)

Number of Exits

3 rear exits

Number of Floors

1

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name	Triple Sushi, Inc.	By what means is the license being transferred?	Purchase
------------------------	--------------------	---	----------

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Huacheng Zheng	Shareholder/President/Director	15%
Jie Xu	Shareholder/Secretary/Director	15%
Janehathai Homechamp	Treasurer/Liquor license mgr	N/A
Tadsaluk Urapeepon	Shareholder	15%
Kah Peng Soon (aka Kahpeng Soon)	Shareholder	35%

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, LLC Members, 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	Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Rachanee Daranuwat				Shareholder/Director/President/Secretary/Treasurer	100%	<input 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
						<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	<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	<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

APPLICATION FOR A TRANSFER OF LICENSE

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

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	MA Resident
<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	MA Resident
<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	MA Resident
<input type="text"/>	<input type="text"/>	<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

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
Rachanee Daranuwat (f/k/a Rachanee Pikulthong)	Wine & Malt Beverages	Wild Ginger Thai Cuisine, Inc.	Town of Norwell, MA
		(d/b/a Wild Ginger Thai Cuisine)	

APPLICATION FOR A TRANSFER OF LICENSE

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. CORPORATE STRUCTURE

Entity Legal Structure

Corporation

Date of Incorporation January 6, 2025

State of Incorporation

Massachusetts

Is the Corporation publicly traded? ☐ Yes ☒ No

8. 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 Dudley Trading Associates

Landlord Phone 781-248-5824 (Chris Serrano)

Landlord Email cserrano@keypointpartners.com

Landlord Address c/o Chris Serrano, Keypoint Partners, LLC, One Van de Graaff Dr., Ste. 402,

Burlington, MA 01803

Lease Beginning Date upon license transfer

Rent per Month \$11,252.32

Lease Ending Date 03/31/2033

Rent per Year \$135,027.89

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

☐ Yes ☒ No

9. APPLICATION CONTACT

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

Name: Dana C. Myers

Phone: 781-545-3700

Title: Attorney

Email: dmyers@tmdslaw.com

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	N/A
B. Purchase Price for Business Assets	\$150,000.00
C. Other* (Please specify)	
D. Total Cost	\$150,000.00

*Other: (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
Rachanee Daranuwat / Hinoki Japanese Steakhouse, Inc.	\$50,000.00
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.
Triple Sushi, Inc.	\$100,000.00	Promissory Note (at time of asset purchase closing)	<input checked="" type="radio"/> Yes <input type="radio"/> No
(license to be transferred)			<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.

Rachanee Daranuwat, President of Hinoki Japanese Steakhouse, Inc. to contribute \$50,000.00 from bank account. Buyer, Hinoki Japanese Steakhouse, Inc. to sign promissory note for \$100,000.00 to Seller, Triple Sushi, Inc. at asset purchase closing (which will take place after license approval and transfer).

11. 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?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Rachanee Daranuwat

Date of Birth

SSN

Residential Address

Email

Phone

Please indicate how many hours per week you intend to be on the licensed premises

55

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act? ☒ Yes ☐ No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card," or Employment Authorization Document.

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
04/2025	05/2025	Employee	Gyu-Kaku Japanese BBQ	Saranya Mattson
12/2024	03/2025	Employee	Omi Korean Grill	Thinee Hirunsak
11/2022	12/2024	Manager	Prik Nam Pla	Self
09/2008	02/2022	Owner/operator	Wild Ginger Thai Cuisine	Self

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

10/24/25

13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

☐ Yes ☒ No

If yes, please fill out section 13.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

13A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone		
<div></div>	<div></div>	<div></div>		
Name of Principal	Residential Address	SSN	DOB	
<div></div>	<div></div>	<div></div>	<div></div>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<div></div>	<div></div>	<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	
<div></div>	<div></div>	<div></div>	<div></div>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<div></div>	<div></div>	<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	
<div></div>	<div></div>	<div></div>	<div></div>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<div></div>	<div></div>	<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	
<div></div>	<div></div>	<div></div>	<div></div>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<div></div>	<div></div>	<input type="radio"/> Yes <input type="radio"/> No	<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

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, 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

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D 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

13F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee?
b. Will the licensee retain control of the business finances?
c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐
Yes ☐ No ☐
Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature: 

Title: Rachanee Daranuwat, President

Date: 10/24/25

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

ADDITIONAL INFORMATION

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

Continuation of:

5. Current Officers, Stock or Ownership Interest

Transferor Entity Name: Triple Sushi, Inc.

Name of Principal:	Title/Position:	Percentage of Ownership:
Dong Lin	Shareholder	20%

APPLICANT'S STATEMENT

I, Rachanee Daranuwat the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory
of Hinoki Japanese Steakhouse,
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:



Date:

10/24/25

Title:

Rachanee Daranuwat, President

CORPORATE VOTE

The Board of Directors or LLC Managers of

Hinoki Japanese Steakhouse, Inc.

Entity Name

duly voted to apply to the Licensing Authority of

Billerica

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input 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 checked="" 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

Rachanee Daranuwat

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

Rachanee Daranuwat

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,

For Corporations ONLY

A true copy attest,



Corporate Officer /LLC Manager Signature

Rachanee Daranuwat, President

(Print Name)



Corporation Clerk's Signature

Rachanee Daranuwat, Clerk/Secretary

(Print Name)



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1725334112
Notice Date: October 23, 2025
Case ID: 0-003-119-408



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



TRIPLE SUSHI INC
199 BOSTON RD STE 16
NORTH BILLERICA MA 01862-2328

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, TRIPLE SUSHI INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

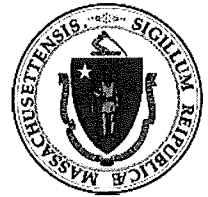
If you have questions, call us at (617) 887-6400, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



Certificate of Compliance

TRIPLE SUSHI INC
199 BOSTON ROAD
NORTH BILLERICA MA 01862

Date: October 22, 2025
Letter ID: L0009560558
Employer ID (FEIN): XX-XXX7316

Certificate ID: L0009560558

FEIN: 27-4617316

The Department of Unemployment Assistance certifies that as of 21-Oct-2025, TRIPLE SUSHI INC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L. c. 149, § 189.

This certificate expires on 20-Nov-2025 .

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@mass.gov
Call us: (617) 626-5750



Department of Unemployment Assistance
Commonwealth of Massachusetts
Executive Office of Labor & Workforce Development

Letter ID: L0009560558

IMPORTANT NOTICE

The enclosed notice contains important information about unemployment insurance. The notice may contain important deadlines. It may tell you how to appeal an unemployment decision or tell you what your next steps are. You should have it translated immediately. If you need help translating the notice or have questions, please call the Multilingual Services Unit at 1-888-822-3422, and select your language. If you are claiming unemployment benefits, you must continue to certify weekly for each week that you are unemployed. For general help, claimants can call (617) 626-6800. Employers can call (617) 636-5075. Translators are available.

El aviso adjunto contiene información importante sobre el seguro de desempleo. Puede incluir fechas límite importantes. Puede indicarle cómo apelar una decisión sobre el seguro de desempleo o cuáles son sus próximos pasos. Debe traducirlo de inmediato. Si necesita ayuda para traducir el aviso o tiene alguna pregunta, llame a la Unidad de Servicios Multilingües al 1-888-822-3422 y seleccione **1 para español**. Si solicita beneficios de desempleo, debe seguir certificando semanalmente por cada semana que esté desempleado. Para obtener ayuda general, los reclamantes pueden llamar al (617) 626-6800. Los empleadores pueden llamar al (617) 636-5075. Hay intérpretes disponibles.

Avi ki anekse a gen enfòmasyon enpòtan sou asirans chomaj. Avi a ka genyen dat limit ki enpòtan. Li ka di w fason pou fè apèl yon desizyon sou chomaj oswa pwochen etap ou dwe swiv. Ou dwe fè yo tradui li touswit. Si ou bezwen èd pou fè tradwi l oubyen gen okenn kesyon, tanpri rele nimewo Telefòn Gratis lan nan 1-888-822-3422 epi chwazi opsyon **2 pou Kreyòl Ayisyen**. Si ou ap reklame benefis chomaj yo, ou dwe kontinye deklare pou chak semèn ou fè san travay. Pou moun k ap reklame yo jwenn èd jeneral, yo kapab rele (617) 626-6800. Anplwayè yo kapab rele (617) 636-5075. Gen tradiktè ki disponib.

隨附的通知包含有關失業保險的重要信息。該通知可能包含重要的截止日期。它可能會告訴您如何對失業決定上訴或告訴您下一個步驟。你應該立即翻譯它。如果您需要協助翻譯該通知或有疑問，請致電多語言服務部門 1-888-822-3422，並選**3** 給廣東話。如果您正在領取失業金，您必須繼續每週證明自己失業。如果需一般協助，索賠人士可以致電 (617) 626-6800。雇主們可以致電 (617) 636-5075。可以提供口譯服務。

随附的通知包含有关失业保险的重要信息。该通知可能包含重要的截止日期。它可能会告诉您如何对失业决定上诉或告诉您下一个步骤。你应该立即翻译它。如果您需要协助翻译该通知或有疑问，请致电多语言服务部门 1-888-822-3422，并选**4** 给普通话。如果您正在领取失业金，您必须继续每周证明自己失业。如果需一般协助，索赔人士可以致电 (617) 626-6800。雇主们可以致电 (617) 636-5075。可以提供口译服务。

Thông báo kèm theo có chứa thông tin quan trọng về bảo hiểm thất nghiệp. Thông báo có thể chứa các thời hạn quan trọng. Thông báo có thể cho bạn biết cách kháng cáo quyết định thất nghiệp hoặc cho bạn biết các bước tiếp theo cần làm. Bạn nên dịch thông báo ngay lập tức. Nếu bạn cần trợ giúp dịch thông báo hoặc có thắc mắc, xin vui lòng gọi đến đơn vị dịch vụ đa ngôn ngữ theo số 1-888-822-3422 và chọn **5 cho tiếng Việt**. Nếu bạn đang yêu cầu tiền thất nghiệp, bạn phải tiếp tục chứng nhận hàng tuần cho mỗi tuần bạn còn thất nghiệp. Để được trợ giúp chung, người yêu cầu có thể gọi đến số (617) 626-6800. Người sử dụng lao động có thể gọi đến số (617) 636-5075. Phiên dịch viên có nếu cần.

O aviso anexo contém informações importantes sobre o seguro-desemprego. O aviso pode conter prazos importantes. Pode lhe dizer como apelar de uma decisão de desemprego ou dizer quais são seus próximos passos. Você deve traduzi-lo imediatamente. Se você precisar de ajuda com a tradução ou tiver alguma dúvida, por favor ligue para o Serviço de Ligação Gratuita através do número 1-888-822-3422 e selecione **6 para Português**. Se você estiver solicitando o seguro-desemprego, deverá continuar a certificar-se semanalmente para cada semana que estiver desempregado. Para obter ajuda geral, os requerentes podem ligar para (617) 626-6800. Os empregadores podem ligar para (617) 636-5075. Há intérpretes disponíveis.

В прилагаемом уведомлении содержится важная информация о страховании по безработице. В этом уведомлении могут указываться важные сроки. В нём может описываться, как обжаловать решение относительно пособия по безработице или что делать дальше. Вам следует срочно сделать его перевод. Если вам нужна помощь в переводе уведомления или у вас есть вопросы, позвоните в Отдел языкового обслуживания (Multilingual Services Unit) по телефону 1-888-822-3422 и нажмёте **7, чтобы выбрать русский язык**. Если вы подаёте заявление о получении пособия по безработице, вы должны и далее еженедельно подтверждать, что вы являетесь безработным. За помощью общего характера заявители могут обращаться по телефону (617) 626-6800. Работодатели могут звонить по телефону (617) 636-5075. Предлагаются услуги перевода.

The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Minimum Filing Fee:
\$250.00

Identification Number: 001859349 (number will be assigned)

ARTICLE I

The exact name of the corporation is:

HINOKI JAPANESE STEAKHOUSE, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Specify if you want a more limited purpose:

OPERATE A RESTAURANT BUSINESS WITH APPROPRIATE LICENSES CONCERNING FOOD AND ALL ALCOHOLIC BEVERAGES, AS WELL AS ENTERTAINMENT.

TO BUY, SELL, LEASE OR IN ANY MANNER TRADE OR DEAL IN OR WITH REAL ESTATE AND PERSONAL PROPERTY, INCLUDING BUT NOT LIMITED TO MOTOR VEHICLES, AS WELL AS ANY AND ALL ACTIVITIES AND BUSINESSES ARISING OUT OF THESE ACTIVITIES; TO MAKE AND ENTER INTO ALL KINDS OF CONTRACTS, AGREEMENTS, AND OBLIGATIONS BY OR WITH ANY PERSON, OR PERSONS, CORPORATION, OR CORPORATIONS AND PERFORM ANY AND ALL ACT CONNECTED THEREWITH, OR ARISING THEREFROM, OR INCIDENT THERETO, ANY AND ALL ACTS PROPER OR NECESSARY FOR THE PURPOSE OF THE BUSINESS; TO CONSTRUCT ANY BUILDING, STRUCTURE, OR OTHERWISE IMPROVE THE PROPERTY; AND TO ENTER INTO ANY JOINT VENTURE, COMBINATION, CONTRACT, OR LICENSING ARRANGEMENT WITH ANY OTHER INDIVIDUAL, CORPORATION, TRUST OR ASSOCIATION FOR DOING ANY OF THE FOREGOING.

TO DO ALL LAWFUL ACTS PERMITTED UNDER M.G.L. C.156D AND IN GENERAL TO DO ALL THINGS NECESSARY OR APPROPRIATE TO, OR REASONABLY RELATED TO OR ARISING OUT OF THE CONDUCT OF A BUSINESS OF THE FOREGOING TYPE OR TO THE EXERCISE OF ANY OF THE FOREGOING PURPOSES, AND IN THE COURSE OF SUCH BUSINESS TO DRAW, ACCEPT, ENDORSE, ACQUIRE, AND SELL ALL OR ANY NEGOTIABLE OR TRANSFERABLE INSTRUMENTS.

IF ANY TERM OR PROVISIONS OR INCORPORATION IS CONTRARY TO LAW OR OTHERWISE INVALID OR UNENFORCEABLE, IT SHALL BE DEEMED STRICKEN HEREFROM AND THE REMAINING TERMS AND PROVISIONS SHALL NOT BE AFFECTED THEREBY BUT EACH SUCH REMAINING TERM AND PROVISION SHALL BE GIVEN EFFECT TO THE FULLEST EXTENT PERMITTED BY LAW.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par value per share (Enter 0 if no Par)	Total authorized number of shares	Total authorized par value	Total issued and outstanding number of shares
CNP	0	200,000	\$0	500

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of stock of any class are:

ANY STOCKHOLDER, INCLUDING THE HEIRS, ASSIGNS, EXECUTORS OR ADMINISTRATORS OF A DECEASED STOCKHOLDER, DESIRING TO SELL OR TRANSFER SUCH STOCK OWNED BY HIM/HER OR THEM, SHALL FIRST OFFER IT TO THE CORPORATION THROUGH THE BOARD OF DIRECTORS IN THE MANNER FOLLOWING:

HE/SHE SHALL NOTIFY THE DIRECTORS OF HIS/HER DESIRE TO SELL OR TRANSFER BY NOTICE IN WRITING, WHICH NOTICE SHALL CONTAIN THE PRICE AT WHICH HE/SHE IS WILLING TO SELL OR TRANSFER AND THE NAME OF ONE ARBITRATOR. THE DIRECTORS (ELECTED BY THE STOCKHOLDERS OTHER THAN THE ONE DESIRING TO SELL OR TRANSFER) SHALL WITHIN THIRTY (30) DAYS THEREAFTER EITHER ACCEPT THE OFFER, OR BY NOTICE TO HIM/HER IN WRITING NAME A SECOND ARBITRATOR, AND THESE TWO SHALL NAME A THIRD. IT SHALL THEN BE THE DUTY OF THE ARBITRATORS TO ASCERTAIN THE VALUE OF THE STOCK, AND IF ANY ARBITRATOR SHALL NEGLECT OR REFUSE TO APPEAR AT ANY MEETING APPOINTED BY THE ARBITRATORS, A MAJORITY MAY ACT IN THE ABSENCE OF SUCH ARBITRATOR.

AFTER THE ACCEPTANCE OF THE OFFER, OR THE REPORT OF THE ARBITRATORS AS TO THE VALUE OF THE STOCK, THE SAID DIRECTORS SHALL HAVE THIRTY (30) DAYS WITHIN WHICH TO PURCHASE THE SAME AT SUCH VALUATION, BUT IF AT THE EXPIRATION OF THIRTY (30) DAYS THE CORPORATION SHALL NOT HAVE EXERCISED THE RIGHT TO SO PURCHASE, THE OWNER OF THE STOCK OR HIS/HER LEGAL REPRESENTATIVE SHALL BE AT LIBERTY TO DISPOSE OF THE SAME IN ANY MANNER HE MAY SEE FIT.

NO SHARE OF STOCK SHALL BE SOLD OR TRANSFERRED ON THE BOOKS OF THE CORPORATION UNTIL THESE PROVISIONS HAVE BEEN COMPLIED WITH. HOWEVER, THE BOARD OF DIRECTORS MAY IN ANY PARTICULAR INSTANCE WAIVE THE REQUIREMENT.

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

6. OTHER LAWFUL PROVISIONS, IF ANY, FOR THE CONDUCT AND REGULATION OF THE BUSINESS AND AFFAIRS OF THE CORPORATION, FOR ITS VOLUNTARY DISSOLUTION, OR FOR LIMITING, DEFINING OR REGULATING THE POWERS OF THE CORPORATION, OR OF ITS DIRECTORS OR STOCKHOLDERS, OR OF ANY CLASS OF STOCKHOLDERS:

6A. LIMITATION OF DIRECTOR LIABILITY

A DIRECTOR OF THIS CORPORATION SHALL NOT BE PERSONALLY LIABLE TO THE CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A DIRECTOR, NOTWITHSTANDING ANY PROVISION OF LAWS IMPOSING SUCH LIABILITY, EXCEPT FOR LIABILITY (I) FOR ANY BREACH OF THE DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR STOCKHOLDERS, (II) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, OR (III) FOR ANY TRANSACTION FROM WHICH THE DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. NO AMENDMENT TO OR REPEAL OF THIS PROVISION SHALL APPLY TO OR HAVE ANY EFFECT ON THE LIABILITY OR ALLEGED

LIABILITY OF ANY DIRECTOR OF THE CORPORATION FOR OR WITH RESPECT TO ANY ACTS OR OMISSIONS OF SUCH DIRECTOR OCCURRING PRIOR TO SUCH AMENDMENT.

6B. INDEMNIFICATION

1. THE CORPORATION SHALL, TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE PROVISIONS OF CHAPTER 156D OF THE MASSACHUSETTS GENERAL LAWS, AS AMENDED FROM TIME TO TIME, INDEMNIFY EACH PERSON WHO WAS OR IS A PARTY OR IS THREATENED TO BE MADE A PARTY TO ANY THREATENED, PENDING OR COMPLETED ACTION, SUIT OR PROCEEDING, WHETHER CIVIL, CRIMINAL, ADMINISTRATIVE OR INVESTIGATIVE, BY REASON OF THE FACT THAT HE IS OR WAS, OR HAS AGREED TO BECOME, A DIRECTOR OR OFFICER OF THE CORPORATION, OR IS OR WAS SERVING, OR HAS AGREED TO SERVE, AT THE REQUEST OF THE CORPORATION, AS A DIRECTOR OR OFFICER OF, OR IN A SIMILAR CAPACITY WITH, ANOTHER ORGANIZATION OR IN ANY CAPACITY WITH RESPECT TO ANY EMPLOYEE BENEFIT PLAN OF THE CORPORATION, OR BY REASON OF ANY ACTION ALLEGED TO HAVE BEEN TAKEN OR OMITTED IN SUCH CAPACITY, AGAINST ALL EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT INCURRED BY HIM OR ON HIS BEHALF IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING AND ANY APPEAL THEREFROM, UNLESS SUCH PERSON SHALL BE FINALLY ADJUDICATED IN SUCH ACTION, SUIT OR PROCEEDING NOT TO HAVE ACTED IN GOOD FAITH IN THE REASONABLE BELIEF THAT HIS ACTION WAS IN THE BEST INTERESTS OF THE CORPORATION OR, TO THE EXTENT SUCH MATTER RELATES TO SERVICE WITH RESPECT TO AN EMPLOYEE BENEFIT PLAN, IN THE BEST INTERESTS OF THE PARTICIPANTS OR BENEFICIARIES OF SUCH EMPLOYEE BENEFIT PLAN.

2. NOTWITHSTANDING THE PROVISIONS OF SECTION 1 OF THIS ARTICLE 6B, IN THE EVENT THAT A PENDING OR THREATENED ACTION, SUIT OR PROCEEDING IS COMPROMISED OR SETTLED IN A MANNER WHICH IMPOSES ANY LIABILITY OR OBLIGATION UPON ANY PERSON IN A MATTER FOR WHICH SUCH PERSON WOULD OTHERWISE BE ENTITLED TO INDEMNIFICATION HEREUNDER, NO INDEMNIFICATION SHALL BE PROVIDED TO SUCH PERSON WITH RESPECT TO SUCH MATTER IF IT IS DETERMINED, PURSUANT TO SECTION 4 OF THIS ARTICLE 6B, ON THE BASIS OF FACTS KNOWN AT THAT TIME (WITHOUT INDEPENDENT INVESTIGATION), THAT SUCH PERSON DID NOT ACT IN GOOD FAITH IN THE REASONABLE BELIEF THAT HIS ACTION WAS IN THE BEST INTERESTS OF THE CORPORATION OR, TO THE EXTENT SUCH MATTER RELATES TO SERVICE WITH RESPECT TO AN EMPLOYEE BENEFIT PLAN, IN THE BEST INTERESTS OF THE PARTICIPANTS OR BENEFICIARIES OF SUCH EMPLOYEE BENEFIT PLAN.

3. INDEMNIFICATION MAY INCLUDE PAYMENT BY THE CORPORATION OF EXPENSES IN DEFENDING AN ACTION OR PROCEEDING IN ADVANCE OF THE FINAL DISPOSITION OF SUCH ACTION OR PROCEEDING UPON RECEIPT OF AN UNDERTAKING BY THE PERSON INDEMNIFIED TO REPAY SUCH PAYMENT IF IT IS ULTIMATELY DETERMINED THAT SUCH PERSON IS NOT ENTITLED TO INDEMNIFICATION UNDER THIS ARTICLE 6B, WHICH UNDERTAKING MAY BE ACCEPTED WITHOUT REFERENCE TO THE FINANCIAL ABILITY OF SUCH PERSON TO MAKE SUCH REPAYMENT.

4. ANY DETERMINATION OF WHETHER A PERSON IS ENTITLED TO INDEMNIFICATION PURSUANT TO SECTION 2 OF THIS ARTICLE 6B SHALL BE MADE BY: (A) A MAJORITY VOTE OF A QUORUM OF THE DIRECTORS OF THE CORPORATION CONSISTING OF PERSONS WHO ARE NOT AT THAT TIME PARTIES TO THE ACTION, SUIT OR PROCEEDING IN QUESTION ("DISINTERESTED DIRECTORS"), (B) IF NO SUCH QUORUM IS OBTAINABLE, A MAJORITY VOTE OF A COMMITTEE OF TWO OR MORE DISINTERESTED DIRECTORS, (C) A MAJORITY VOTE OF A QUORUM OF THE OUTSTANDING SHARES OF STOCK OF ALL CLASSES ENTITLED TO VOTE FOR DIRECTORS, VOTING AS A SINGLE CLASS, WHICH QUORUM SHALL CONSIST OF STOCKHOLDERS WHO ARE NOT AT THAT TIME PARTIES TO THE ACTION, SUIT OR PROCEEDING IN QUESTION, (D) INDEPENDENT LEGAL COUNSEL (WHO MAY BE REGULAR LEGAL COUNSEL TO THE CORPORATION) APPOINTED FOR SUCH PURPOSE BY VOTE OF THE DIRECTORS IN THE MANNER SPECIFIED IN CLAUSE (A) OR (B) ABOVE, OR (E) A COURT OF COMPETENT JURISDICTION.

5. THE CORPORATION SHALL NOT INDEMNIFY ANY SUCH PERSON SEEKING INDEMNIFICATION IN CONNECTION WITH A PROCEEDING (OR PART THEREOF) INITIATED BY SUCH PERSON UNLESS THE INITIATION THEREOF WAS APPROVED BY THE BOARD OF DIRECTORS OF THE CORPORATION.

6. THE INDEMNIFICATION RIGHTS PROVIDED IN THIS ARTICLE (I) SHALL NOT BE DEEMED EXCLUSIVE OF ANY OTHER RIGHTS TO WHICH THOSE INDEMNIFIED MAY BE ENTITLED UNDER ANY LAW, AGREEMENT OR VOTE OF STOCKHOLDERS OR DISINTERESTED DIRECTORS OR OTHERWISE, AND (II) SHALL INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS AND ADMINISTRATORS OF

SUCH PERSONS. THE CORPORATION MAY, TO THE EXTENT AUTHORIZED FROM TIME TO TIME BY ITS BOARD OF DIRECTORS, GRANT INDEMNIFICATION RIGHTS TO OTHER EMPLOYEES OR AGENTS OF THE CORPORATION OR OTHER PERSONS SERVING THE CORPORATION AND SUCH RIGHTS MAY BE EQUIVALENT TO, OR GREATER OR LESS THAN, THOSE SET FORTH IN THIS ARTICLE 6B.

6C. OTHER PROVISIONS

(A) THE DIRECTORS MAY MAKE, AMEND OR REPEAL THE BY-LAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION OF SUCH BY-LAWS WHICH BY-LAW OR THESE ARTICLES OR THE BY-LAWS REQUIRE ACTION BY THE STOCKHOLDERS.

(B) MEETINGS OF THE STOCKHOLDERS OF THE CORPORATION MAY BE HELD ANYWHERE IN THE UNITED STATES.

(C) THE CORPORATION SHALL HAVE THE POWER TO BE A PARTNER AND A PARTY TO A JOINT VENTURE IN ANY BUSINESS ENTERPRISE WHICH THIS CORPORATION WOULD HAVE THE POWER TO CONDUCT BY ITSELF.

ARTICLE VII

The effective date of organization shall be the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than ninety (90) days from the date and time of filing

Later Effective Date (mm/dd/yyyy):

Time (HH:MM)

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the articles of organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Agent name: RACHANEE DARANUWAT

Number and street:

Address 2:

City or town:

State:

Zip code:

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name	Address
PRESIDENT	RACHANEE DARANUWAT	
TREASURER	RACHANEE DARANUWAT	
SECRETARY	RACHANEE DARANUWAT	
DIRECTOR	RACHANEE DARANUWAT	

d. The fiscal year end (i.e., tax year) of the corporation:

December 31

e. A brief description of the type of business in which the corporation intends to engage:

OPERATE A RESTAURANT.

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

Number and street:

Address 2:

City or town:

Country: UNITED STATES

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

Number and street:

Address 2:

City or town:

Country:

Which is:

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

Signed this 6 Day of January, 2025 at 11:01 AM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

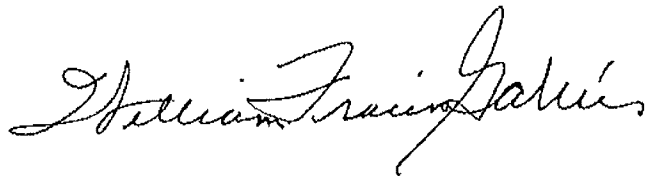
RACHANEE DARANUWAT

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:

January 06, 2025 11:07 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

AFFIDAVIT

I, Rachanee Daranuwat, President of Hinoki Japanese Steakhouse, Inc., a duly organized Massachusetts corporation, first being duly sworn do hereby disclose, represent and warrant the following:

- 1) Hinoki Japanese Steakhouse, Inc. was organized with the Massachusetts Secretary of State's Office on January 6, 2025;
- 2) Hinoki Japanese Steakhouse, Inc.'s taxpayer identification number is: 33-2675041; and
- 3) As the entity is newly formed, there are no outstanding federal or state taxes owed or due by Hinoki Japanese Steakhouse, Inc.

Signed under the pains and penalties of perjury on this 24th day of October, 2025.

Hinoki Japanese Steakhouse, Inc.


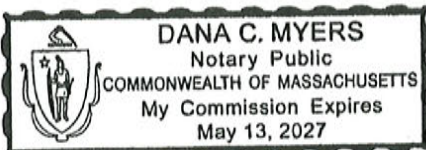


By: Rachanee Daranuwat
Its: President

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

On this 24th day of October, 2025, before me, the undersigned notary public, personally appeared Rachanee Daranuwat, in her authorized capacity as President of Hinoki Japanese Steakhouse Inc., proved to me through satisfactory evidence of identification, which was MA driver's license, to be the person whose name is signed on this document, and acknowledged to me that she signed it voluntarily for its stated purpose, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.



Notary Public: Dana C. Myers
My Commission Expires: May 13, 2027



JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

CORI REQUEST FORM

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>	00065-RS-0106	LICENSEE NAME:	Triple Sushi, Inc.	CITY/TOWN:	Billerica
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APPLICANT INFORMATION

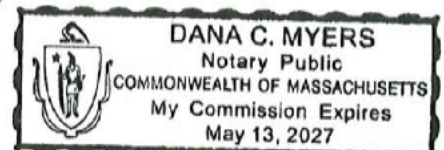
LAST NAME:	Daranuwat	FIRST NAME:	Rachanee	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):	f/k/a Rachanee Pikulthong		PLACE OF BIRTH:	Thailand	
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	[REDACTED]	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	Massachusetts
GENDER:	Female	HEIGHT:	5' 1"	WEIGHT:	118
				EYE COLOR:	Brown/black
CURRENT ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]				
FORMER ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]				

PRINT AND SIGN

PRINTED NAME:	Rachanee Daranuwat	APPLICANT/EMPLOYEE SIGNATURE:	[Signature]
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NOTARY INFORMATION

On this	October 24, 2025	before me, the undersigned notary public, personally appeared	Rachanee Daranuwat
(name of document signer), proved to me through satisfactory evidence of identification, which were		MA driver's license	
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.			
		[Signature]	
		NOTARY	



DIVISION USE ONLY

REQUESTED BY:	[REDACTED]
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. 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 DCJ via mail or by fax to (617) 660-4614.

TRIPLE SUSHI, INC.

**CERTIFICATE OF VOTE
OF SPECIAL JOINT MEETING OF
THE STOCKHOLDERS AND BOARD OF DIRECTORS**

I, Jie Xu, Secretary of Triple Sushi, Inc, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts with a usual place of business at 199 Boston Road, North Billerica, MA, hereby certify that the following is a true record of a special joint meeting of the Stockholders and Directors of the Corporation held at the offices of the Corporation at 1:00 P.M. on February 16, 2025.

All of the equity Shareholders and Directors were present throughout the meeting, namely:

Huachang Zhen,

Jie Xu,

Tadsaluk Urapeepon,

Dong Lin, and

Kah Peng Soon

Jie Xu, as Secretary of the Corporation, was unanimously chosen Chairman and kept the minutes of the meeting.

The Chairman submitted to the meeting the offer made by Hinoki Japanese Steakhouse, Inc. to the Corporation for the purchase of the restaurant business, assets and goodwill of Triple Sushi, Inc. located at 199 Boston Road, North Billerica, MA for the purchase price of \$150,000.00 and pursuant to an asset purchase agreement to be executed between Hinoki Japanese Steakhouse, Inc, as Buyer, and Triple Sushi, Inc, as Seller.

VOTED: That the Corporation accept the offer to purchase restaurant business, assets and goodwill of Triple Sushi, Inc. located at 199 Boston Road, North Billerica, MA for the purchase price of \$150,000.00 and pursuant to an asset purchase agreement to be executed between Hinoki Japanese Steakhouse, Inc, as Buyer, and Triple Sushi, Inc, as Seller.

Finally, in order to effectuate the changes resulting from this special joint meeting of the stockholders and Board of Directors as they relate to the aforementioned purchase transaction with Hinoki Japanese Steakhouse, Inc, on motion duly made and seconded, all of the Shareholders and Directors present voting in the affirmative, it was:

VOTED: That Kahpeng Soon is hereby authorized to execute and deliver on behalf of the Corporation said Agreements, contracts, applications and other documentation as they are related and necessary to effectuate the sale of the restaurant business, assets and good will of Triple Sushi, Inc. located at 199 Boston Road, North Billerica, MA for the purchase price of \$150,000.00 and pursuant to an asset purchase agreement to be executed between


Hinoki Japanese Steakhouse, Inc, as Buyer, and Triple Sushi, Inc, as Seller..

VOTED: That Kahpeng Soon is hereby authorized to execute, deliver and file any documents with regards to modification and/or correction of errors in the corporate structure of Triple Sushi, Inc with any governmental agencies, including with the office of the Massachusetts Secretary of State as needed in order to effectuate the changes resulting from this special joint meeting of the stockholders and Board of Directors as they relate to the aforementioned purchase transaction with Hinoki Japanese Steakhouse, Inc.

I hereby certify that Kahpeng Soon is the duly authorized agent with full power of attorney to act on behalf of the Corporation, and the within Votes have not been rescinded or amended.

Date: February 16, 2025

ATTEST:

A handwritten signature in black ink, appearing to read 'Jie Xu', is written over a horizontal line.

Jie Xu, Secretary
Triple Sushi, Inc

**JOINT UNANIMOUS CONSENT IN LIEU OF A MEETING
OF THE
SHAREHOLDERS AND DIRECTORS OF
HINOKI JAPANESE STEAKHOUSE, INC.**

The undersigned, being the shareholders and directors of Hinoki Japanese Steakhouse, Inc., a Massachusetts Corporation (the "Corporation"), acting pursuant to authority under the Corporation's Bylaws, hereby adopt the following resolutions on behalf of the Corporation and consent to the actions authorized thereby:

- RESOLVED: That it is in the best interest of the Corporation to purchase the assets set forth in an Asset Purchase Agreement from seller Triple Sushi, Inc. in accordance with the terms set forth in said Asset Purchase Agreement;
- FURTHER RESOLVED: That it is in the best interests of the Corporation to prepare and file an application for the transfer of the on-premises, all alcoholic beverages/liquor license (ABCC License Number 00065-RS-0106) from current licensee, Triple Sushi, Inc. (dba Nana Japanese Steak House, aka Nana 7 Japanese Steakhouse), requesting transfer of said license to Hinoki Japanese Steakhouse, Inc. Said application for transfer shall be filed with the Town of Billerica and the Commonwealth of Massachusetts Alcoholic Beverages Control Commission (as applicable);
- FURTHER RESOLVED: That in said application for transfer of liquor license, Rachanee Daranuwat is hereby authorized and appointed to serve as the ABCC Manager of record on behalf of the Corporation;
- FURTHER RESOLVED: That Rachanee Daranuwat is authorized by the Corporation to take the steps necessary to file for a business certificate with the Town of Billerica for the Corporation to conduct business as "Hinoki Japanese Steakhouse" if it is deemed necessary by the Town of Billerica;
- FURTHER RESOLVED: That Rachanee Daranuwat, acting President of the Corporation, is authorized to prepare and file an entertainment license application with the Town of Billerica in order to have music played at the intended "Hinoki Japanese Steakhouse";

FURTHER RESOLVED: That Rachanee Daranuwat, acting President of the Corporation, is authorized to prepare and file an application for a license as a Common Victualler with the Town of Billerica, and she is authorized to provide all documentation necessary to obtain such license;

FURTHER RESOLVED: That with the intended asset purchase from Triple Sushi, Inc., the Corporation wishes to rent the premises/property located at 199 Boston Road, Billerica, MA (also known as Store #5 in the Treble Cove Plaza). Rachanee Daranuwat, acting President of the Corporation, is hereby authorized to negotiate, prepare and enter into a Fifth Amendment and Assignment of Lease with the landlord/lessor of the subject premises/property Dudley Trading Associates Nominee Trust, with a proposed initial monthly rental amount of \$9,603.75 (triple net). The Fifth Amendment and Assignment of Lease shall include terms that said proposed lease shall be contingent upon: (1) the completion and closing on the asset purchase from Triple Sushi, Inc. to Hinoki Japanese Steakhouse, Inc., and (2) the approved and successful transfer of liquor license, and obtaining a common victualler license and all other licenses in order to operate the restaurant;

FURTHER RESOLVED: That Rachanee Daranuwat, acting President of the Corporation, is hereby authorized and granted full authority to perform any and all acts necessary, including executing any documents and providing all the necessary and requested documents, for the application for the liquor license transfer on behalf of Corporation, to file for a business certificate reflecting the intended dba "Hinoki Japanese Steakhouse" (if deemed necessary), to file an application for a common victualler license, and to file an entertainment license application; and

FURTHER RESOLVED: A copy of this Joint Unanimous Consent shall be placed in the Corporation's minute book.

IN WITNESS WHEREOF, the undersigned, being the shareholders and directors of the Corporation, have executed this Joint Unanimous Written Consent of the Shareholders and Directors effective as of March 9, 2025.

HINOKI JAPANESE STEAKHOUSE, INC.
A Massachusetts Corporation

SHAREHOLDERS:



Rachanee Daranuwat

DIRECTORS:



Rachanee Daranuwat

SECOND AMENDMENT TO
ASSET PURCHASE AGREEMENT
Dated March 9, 2025

BUYER: Hinoki Japanese Steakhouse, Inc.



SELLER: Triple Sushi, Inc.
199 Boston Road
Billerica, MA 01862

WHEREAS, Hinoki Japanese Steakhouse, Inc. is the “Buyer” and Triple Sushi, Inc. is the “Seller” pursuant to one certain Asset Purchase Agreement (the “Agreement”), dated March 9, 2025; and

WHEREAS, Buyer and Seller are mutually desirous of amending and extending the Closing timeframe under the Agreement.

NOW, THEREFORE, Buyer and Seller herein agree as follows:

1. The Parties hereby amend the third paragraph of Section 1.5 of the Asset Purchase Agreement dated March 9, 2025 by deleting it and replacing it with the following new third paragraph that reads as follows:


“In the event that any one or more of the approvals and conditions provided for in Article 4 “Conditions Precedent to Buyer’s Obligations” hereof shall not have been satisfied on or before the Closing date but no later than December 31, 2025, upon written notice of either Party to the other Party hereto, this Agreement shall terminate and become null and void, the Parties shall be discharged of all liabilities hereunder, and the Parties shall thereupon instruct the Escrow Agent in accordance with Section 1.9 to return the Deposit to Buyer; provided; however, that if all of the conditions to the obligations of Buyer in Article 4 have been met and Buyer does not consummate the Closing, or Buyer breaches Section 8.18 “Confidentiality” the Parties hereto agree to instruct the Escrow Agent in accordance with Section 1.9 to release the Deposit to Seller. Upon the release of the Deposit this Agreement shall be terminated, be void and the Parties hereto shall have no further obligations under this Agreement. In no event shall the Closing Date for this Agreement extend beyond December 31, 2025, unless the parties agree otherwise in writing.”

2. In all other respects, the Asset Purchase Agreement dated March 9, 2025 is hereby ratified and confirmed. This Amendment, which may be executed in multiple counterparts, shall be intended to take effect as a sealed instrument.

Effective as of July 28, 2025.


BUYER:

Hinoki Japanese Steakhouse, Inc.

By: 
Rachanee Daranuwat, President

SELLER:

Triple Sushi, Inc.

By: 
Kah Peng Soon, its Authorized Signatory

AMENDMENT TO
ASSET PURCHASE AGREEMENT
Dated March 9, 2025

BUYER: Hinoki Japanese Steakhouse, Inc.



SELLER: Triple Sushi, Inc.
199 Boston Road
Billerica, MA 01862

WHEREAS, Hinoki Japanese Steakhouse, Inc. is the “Buyer” and Triple Sushi, Inc. is the “Seller” pursuant to one certain Asset Purchase Agreement (the “Agreement”), dated March 9, 2025; and

WHEREAS, Buyer and Seller are mutually desirous of amending and extending the Closing timeframe under the Agreement.

NOW, THEREFORE, Buyer and Seller herein agree as follows:

1. The Parties hereby amend the third paragraph of Section 1.5 of the Asset Purchase Agreement dated March 9, 2025 by deleting it and replacing it with the following new third paragraph that reads as follows:

“In the event that any one or more of the approvals and conditions provided for in Article 4 “Conditions Precedent to Buyer’s Obligations” hereof shall not have been satisfied on or before the Closing date but no later than July 31, 2025, upon written notice of either Party to the other Party hereto, this Agreement shall terminate and become null and void, the Parties shall be discharged of all liabilities hereunder, and the Parties shall thereupon instruct the Escrow Agent in accordance with Section 1.9 to return the Deposit to Buyer; provided; however, that if all of the conditions to the obligations of Buyer in Article 4 have been met and Buyer does not consummate the Closing, or Buyer breaches Section 8.18 “Confidentiality” the Parties hereto agree to instruct the Escrow Agent in accordance with Section 1.9 to release the Deposit to Seller. Upon the release of the Deposit this Agreement shall be terminated, be void and the Parties hereto shall have no further obligations under this Agreement. In no event shall the Closing Date for this Agreement extend beyond July 31, 2025, unless the parties agree otherwise in writing.”

2. In all other respects, the Asset Purchase Agreement dated March 9, 2025 is hereby ratified and confirmed. This Amendment, which may be executed in multiple counterparts, shall be intended to take effect as a sealed instrument.

Dated and effective as of May 10, 2025.

BUYER:

Hinoki Japanese Steakhouse, Inc.

By: 

Rachanee Daranuwat, President

SELLER:

Triple Sushi, Inc.

By: 

Kah Peng Soon, its Authorized Signatory

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("**Agreement**") is made as of this 9th day of March, 2025 by and between **Hinoki Japanese Steakhouse, Inc.**, a Massachusetts corporation having its principal office at [REDACTED] ("**Buyer**") and **Triple Sushi, Inc.**, a Massachusetts corporation having its principal office at 199 Boston Road, Billerica, MA 01862, ("**Seller**"); Buyer and Seller are collectively referred to as the "**Parties**" or individually as a "**Party**."

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell, transfer and assign to Buyer, and Buyer desires to purchase from Seller, substantially all assets used by Seller in operating the restaurant located at **199 Boston Road, Billerica, MA 01862** (Store #5 in the Treble Cove Plaza), owned and operated by Seller, currently known as "**Nana Japanese Steakhouse (aka Nana 7 Japanese Steakhouse)**" (the "**Business**").

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1. PURCHASE AND SALE OF ASSETS.

1.1 Sale of Assets. Upon the terms and subject to the conditions set forth in this Agreement and the performance by the Parties hereto of their respective obligations hereunder; Seller agrees to sell, assign, transfer and deliver to Buyer, and Buyer agrees to purchase from Seller, Seller's right, title and interest in and to the properties and assets of Seller used in the Business set forth on Schedule 1.1 (collectively the "**Purchased Assets**").

1.2 Excluded Assets. There will be excluded from the Purchased Assets and retained by Seller the properties and assets of Seller used in the Business set forth on Schedule 1.2 (the "**Excluded Assets**").

1.3 All Assets. The Purchased Assets and the Excluded Assets (collectively the "**Assets**") constitute all of the assets and properties held for use by Seller to conduct the Business as presently conducted.

1.4 Assumed Liabilities. Buyer will not assume any liabilities or obligations of Seller and/or the Business, or any obligations or liabilities relating to the Purchased Assets, except as expressly and specifically set forth herein.

All of the foregoing is referred to as the "**Assumed Liabilities.**" The assumption of the Assumed Liabilities by Buyer hereunder will not enlarge any existing rights of third parties under contracts or arrangements with Buyer or Seller or any of their respective affiliates or subsidiaries.

It is expressly understood that, except for the Assumed Liabilities, Buyer will not assume, pay or be liable for any liability or obligation of Seller or any affiliates of Seller of any kind or nature at any time existing or asserted, whether known, unknown, fixed, contingent or otherwise.

1.5 The Closing. The closing of the transactions contemplated by this Agreement will take place at the Business office, or at the business office of Buyer's Attorney, on or before the seventh (7th) business day following Buyer's receipt of all licenses and permits necessary to operate the restaurant in compliance with all applicable laws and regulations, including the approval by the Town of Billerica and the Massachusetts ABCC for the transfer of the alcohol license ("All Alcohol On Premises Restaurant" license) from Seller to Buyer, or at such other time and place as Buyer and Seller mutually agree (which time and place are designated as the "Closing"). The Parties herein understand that time is of the essence.

The Parties further understand that Seller is currently a party (the Lessee) to an existing Lease with Dudley Trading Associates Nominee Trust (the Lessor). Buyer shall provide Seller with regular written communication informing Seller of the progress of Buyer's applications and shall cooperate with providing any communication to Seller that may be asked of Landlord/Lessor regarding the closing of the transactions contemplated by this Agreement to ensure Seller complies with its obligations under the terms of the Seller's current Lease with the Landlord.

In the event that any one or more of the approvals and conditions provided for in Article 4 "Conditions Precedent to Buyer's Obligations" hereof shall not have been satisfied on or before the Closing date but no later than May 30, 2025, upon written notice of either Party to the other Party hereto, this Agreement shall terminate and become null and void, the Parties shall be discharged of all liabilities hereunder, and the Parties shall thereupon instruct the Escrow Agent in accordance with Section 1.9 to return the Deposit to Buyer; provided; however, that if all of the conditions to the obligations of Buyer in Article 4 have been met and Buyer does not consummate the Closing, or Buyer breaches Section 8.18 "Confidentiality" the Parties hereto agree to instruct the Escrow Agent in accordance with Section 1.9 to release the Deposit to Seller. Upon the release of the Deposit this Agreement shall be terminated, be void and the Parties hereto shall have no further obligations under this Agreement. In no event shall the Closing Date for this Agreement extend beyond May 30, 2025, unless the parties agree otherwise in writing.

1.6 Transfer of Subject Assets. At the Closing, Seller will deliver or cause to be delivered to Buyer good and sufficient instruments of transfer, including the Bill of Sale attached hereto as Exhibit 1.6, transferring to Buyer title to all of the Purchased Assets, together with all required consents, and such other certificates, instruments, and documents customary to asset purchase transactions of the kind contemplated hereunder, which Buyer and its counsel may reasonably request. Such instruments of transfer (a) will be in form and substance reasonably satisfactory to Buyer and its counsel, (b) will effectively vest in Buyer good and marketable title to all of the Purchased Assets free and clear of all claims, mortgages, pledges, security interest, charges, liens, restrictions and encumbrances of any kind (collectively, "**Liens**") which are not expressly permitted hereunder.

1.7 Purchase Price. In consideration of the sale by Seller to Buyer of the Purchased Assets, and in addition to the assumption by Buyer of the Assumed Liabilities referred to in Section 1.4 above, at the Closing, Buyer will pay to Seller the sum of **One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00)** (the "**Purchase Price**"), payable as set forth below:

- 1) Five Thousand and 00/100 Dollars (\$5,000.00) upon execution of this Agreement, which sum shall be held in escrow by the Seller's Counsel, Attorney Chung H. Lee of the Law Office of Chung H. Lee, in accordance with Section 1.10 hereof; and
- 2) One Hundred Thousand and 00/100 Dollars (\$100,000.00) shall be payable by Buyer to Seller at Closing in the form of a Promissory Note, as set forth in Exhibit 1.7-2; and
- 3) Forty-Five Thousand and 00/100 Dollars (\$45,000.00) shall be payable by Buyer to Seller at Closing by certified, cashier's, treasurer's or bank check payable to Seller, or by conveyancer's check issued by the Buyer's Closing attorney's IOLTA account.

1.8 Purchase Price Allocation.

The Purchase Price shall be allocated among the Purchased Assets as set forth below. Buyer and Seller shall follow this allocation for all tax purposes including, but not limited to, all tax returns and reports.

<u>ASSETS</u>	<u>PRICE</u>
Furnishings, Fixtures & Equipment	\$40,000.00
Goodwill	\$10,000.00
Transfer of Licenses	<u>\$100,000.00</u>
TOTAL	\$ 150,000.00

1.9 Rental/Leased Equipment. Seller has disclosed to Buyer that Seller currently leases/rents the dishwasher located in the kitchen. In the event that Buyer desires to retain any rented/leased equipment used in the Business, then Buyer and Seller agree to work cooperatively to facilitate such process under a new (not assumed) contract with the dishwasher company.

1.10 Deposits. All deposits made hereunder shall be held in escrow by Seller's attorney as set forth above, as "Escrow Agent" subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. All deposits will be held in a non-interest-bearing lawyer's IOLTA account. In the event of any dispute relating to the right of possession or disposition of the deposit, the Escrow Agent shall retain dominion and control over same until such dispute shall have been settled by mutual written agreement of Buyer and Seller with written instructions to the Escrow Agent, whereupon the deposits will be paid over in accordance with such mutual agreement; or if such dispute is taken to a court of competent jurisdiction, the deposit will be paid over into the custody of such court or otherwise paid over in accordance with the final order, decree or judgment of such court.

1.11 Prorations. All obligations and liabilities assumed by Buyer under this Agreement, if any, shall be prorated as of the close of business on the Closing Date between the Buyer and Seller, whether or not such adjustment would normally be made as of such time. It is the intention of the parties that Seller should operate the Business for its own account until the close of business on the Closing Date, and that the Buyer shall operate the Business, including the Purchased Assets, for its own account from and after the day following the Closing Date.

In order to allow for any preclosing payables or creditor invoices not known or identified at closing, Seller's Attorney will serve as Escrow Agent and will hold \$5,000.00 of the Seller's sale proceeds in escrow for a period of thirty (30) days after closing, for the sole purpose of the payment of any lagging liabilities incurred or accrued prior to closing, and not known or specified at the time of Closing. Notwithstanding the foregoing, Buyer acknowledges and agrees that Seller may, provided that notice is provided to Buyer of same, postpone and/or contest payment of any expense or account which is the subject of a bona fide dispute. Seller shall, at Buyer's request, keep Buyer informed about the status and outcome of resolution of any such dispute. Seller agrees to indemnify and hold Buyer harmless from and against any claim(s) or other matters relating to such contested expense or account. All operating expenses, bills, claims and accounts accruing after the Closing Date shall be the responsibility of Buyer. At the end of the thirty (30) day period pending clearance of any of Seller's creditor's invoices (as described herein), the holdback escrow balance shall be disbursed by Escrow Agent to Seller. (See Holdback Escrow Agreement attached hereto as Exhibit 2.0). The obligations set forth in this Section 2.0 shall survive the closing for a period of forty-five (45) days.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF SELLER.

As a material inducement to Buyer to enter into this Agreement, Seller represents and warrants to Buyer as follows:

2.1 Organization. Seller has power and authority to own or lease its properties and to conduct its business in the manner and in the places where such properties are owned or leased or such business is currently conducted or proposed to be conducted. Seller does not conduct business in any jurisdiction other than Massachusetts.

2.2 Required Action. All actions and proceedings necessary to be taken by or on the part of Seller in connection with the transactions contemplated by this Agreement have been taken, and this Agreement has been authorized, executed and delivered by Seller. Seller has the right, authority, power and capacity to execute and deliver this Agreement and each agreement, document and instrument to be executed and delivered by or on behalf of it pursuant to, or as contemplated by this Agreement (collectively, the "**Seller Documents**") and to carry out the transactions contemplated hereby and thereby. This Agreement and each other Seller Document constitutes, or when executed and delivered will constitute, the binding obligation of Seller, enforceable against Seller in accordance with its respective terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

2.3 Taxes. Seller has paid or caused to be paid all federal, state, local, foreign and other taxes, including, without limitation, income taxes, estimated taxes, alternative minimum taxes, excise taxes, sales taxes, use taxes, meals taxes, value-added taxes, gross receipts taxes, franchise taxes, capital stock taxes, employment, payroll and payroll-related taxes, withholding taxes, stamp taxes, transfer taxes, environmental taxes and property taxes, whether or not measured in whole or in part by net income, and all deficiencies, or other additions to tax, interest, fines and penalties owed by it (collectively, "**Taxes**"), required to be paid by it through the date hereof, whether disputed or not, except where the failure to pay or file any such tax

would not result in a material adverse effect on Seller. Neither the Internal Revenue Service nor the Massachusetts Department of Revenue nor any other governmental authority is now asserting or, to the knowledge of Seller, threatening to assert against Seller any deficiency or claim for additional Taxes, and Seller shall deliver to Buyer a Corporate Excise Tax Lien Waiver from the Commonwealth of Massachusetts Department of Revenue prior to closing.

2.4 Title. Seller has good and marketable title to all of the Purchased Assets free and clear of all Liens. Upon the sale, assignment, transfer and delivery of the Purchased Assets to Buyer hereunder and under the Seller Documents, there will be vested in Buyer good and marketable title to the Purchased Assets, free and clear of all Liens, with the exception of the dishwasher located in the kitchen that is leased by Seller. Buyer and Seller shall work cooperatively together to have a new contract for Buyer for the use of said dishwasher at or before the Closing.

2.5 Condition of Purchased Assets. The Seller shall deliver the Purchased Assets in as good operating condition as they were on the date of execution of this Agreement, reasonable wear and tear excepted. Seller does not warrant the condition of furnishings and equipment except as may be specifically stated herein. These items are being sold in an "as is" condition with no express or implied warranty of merchantability or fitness for any particular purpose.

2.6 No Litigation. Seller is not now involved in and, to the knowledge of Seller, Seller is not threatened to be involved in, any litigation or legal or other proceedings related to or affecting the Business or any of the Purchased Assets, and Seller has not been notified of any violation, nor is Seller aware of any condition which may constitute a violation, of any federal, state, municipal, or other governmental authority affecting the purchased assets. Seller has not filed for bankruptcy during the time of Seller's ownership of said Purchased Assets, Seller does not have a pending bankruptcy at the time of execution of this Agreement and, to the best of Seller's knowledge, no shareholder holding an ownership interest in and to the Seller and the Purchased Assets has filed for bankruptcy or currently has a pending bankruptcy.

2.7 Licenses. As of the date of this Agreement, Seller is the holder of the licenses and permits listed on Schedule 2.7 (collectively the "**Authorizations / Licenses**").

2.8 Brokers. Seller has not retained any broker or finder or other person who would have any claim against any of the parties to this Agreement for a commission or brokerage fee in connection with this Agreement or the transactions contemplated hereby, except as set forth on Schedule 2.8.

2.9 Liabilities. Seller has no liabilities, equipment leases, service contracts, obligations or commitments greater than five hundred dollars (\$500.00) except as set forth in Schedule 2.9, and the total of all of Seller's outstanding liabilities at closing shall not exceed five thousand dollars (\$5,000.00). At closing, Seller shall have no equipment lease obligations or service contracts on any of the purchased assets or the leased premises, *with the exception of* the dishwasher located in the kitchen, which Buyer and Seller will work together to have a new contract for Buyer for the use of said dishwasher at or before the Closing.

Notwithstanding the above, Seller has disclosed to Buyer that Seller is currently in a repayment plan with the Landlord/Lessor for the repayment of monies the Landlord/Lessor paid

for a grease line repair on the restaurant premises and for a rent forbearance. For any remaining outstanding balance owed by Seller to Landlord/Lessor for such repayment or any other monies owed to Landlord/Lessor as of the date of Closing, Seller shall provide said amount(s) to Buyer's attorney in writing (in advance of the Closing date) and said outstanding amount(s) shall be deducted from the Seller's sale proceeds and paid to the Landlord/Lessor at Closing.

2.10 Permitted Seating. The premises where the Business is located and operated is permitted by the Town of Billerica to have seating capacity for 172 people. The Business also is permitted to operate as a take-out restaurant.

2.11 Disclosure. The representations, warranties and statements contained in this Agreement and in the certificates, exhibits and schedules delivered by Seller to Buyer pursuant to this Agreement shall continue to be true and accurate at closing and shall survive the Closing.

2.12 Employees. All wages, compensation and other monies due to Seller's employees as of the date of closing will be current; and Seller is not (a) bound by any employment or consulting agreements or employee benefit plans; (b) subject to any grievances, disputes or controversies pending or threatened between Seller and any of its employees to the best of Seller's knowledge, or (c) subject to any threats of strikes or work stoppages or any organizational efforts or demands or collective bargaining by any Union or organization. Seller further represents that all employee vacation pay must be used in current fiscal year and is not subject to carryover.

2.13 No Adverse Change. As of the date of closing, there shall have been no material change in the financial condition, properties, assets, liabilities or business operations of Seller, relative to the business and the assets, from the date of this Agreement to the Closing Date, whether or not in the ordinary course of business.

2.14 Continue Business in Usual Manner. From the date of this Agreement to the date of closing, Seller shall continue to carry on the business in the usual manner; will use best efforts to preserve the business and the business' relationships with third parties, will pay and discharge when due all taxes, assessments and governmental charges imposed upon Seller, will comply with all laws, will maintain the assets the same condition as they are on the date of this Agreement, wear and tear excluded, and will maintain insurance on the assets in such amounts and of such kinds comparable to that in effect on the date of this Agreement; and Seller shall not enter into any contract or agreement affecting the conduct of the business or the disposition of the assets or become subject to any obligation or liability, except in the ordinary course of business, or advertise that the business is closing, is going out of business, is moving, or will be under new management, without the prior written consent of Buyer.

2.15 Consulting. Seller's President shall make himself available to Buyer by phone or in person, at reasonable times, for a period of thirty (30) days after closing to assist in the smooth transition of business operations to Buyer and Buyer's employment of Seller's employees (if applicable).

SECTION 3. REPRESENTATIONS AND WARRANTIES OF BUYER.

As a material inducement to Seller entering into this Agreement, Buyer hereby represents and warrants to Seller as follows:

3.1 Authority. Buyer has power and authority to own or lease properties and to conduct business in the manner and in the places where such properties are owned or leased or such business is currently conducted or proposed to be conducted.

3.2 Required Action. All actions and proceedings necessary to be taken by or on the part of Buyer in connection with the transactions contemplated by this Agreement have been duly and validly taken, and this Agreement has been duly and validly authorized, executed and delivered by Buyer. Buyer has the full right, authority, power and capacity to execute and deliver this Agreement and each agreement, document and instrument to be executed and delivered by or on behalf of it pursuant to, or as contemplated by this Agreement (collectively, the "**Buyer Documents**") and to carry out the transactions contemplated hereby and thereby. This Agreement and each of the other Buyer Document constitutes, or when executed and delivered will constitute, the legal, valid and binding obligations of Buyer enforceable in accordance with its respective terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

3.3 No Conflicts. The execution, delivery and performance of this Agreement and every other Buyer Document does not and will not (a) constitute a violation of, or conflict with or result in any breach of, acceleration of any obligation under, right of termination under, or default under, any agreement or instrument to which Buyer is a party or by which they are bound, except as disclosed herein and which will have been waived on or prior to the Closing, (b) violate any judgment, decree, order, statute, rule or regulation applicable to Buyer, or (c) require Buyer to obtain any approval consent or waiver of, or to make any filing with, any person or entity (governmental or otherwise), other than those that have been obtained or made or will be obtained or made prior to the Closing.

3.4 Disclosure. The representations, warranties and statements contained in this Agreement and in the certificates, exhibits and schedules delivered by Buyer to Seller pursuant to this Agreement shall survive the Closing.

3.5 Inspections. Buyer has inspected and is familiar with the Purchased Assets and the physical condition of all equipment, furniture, and fixtures of the Seller. Buyer has had every opportunity to investigate the books, records and financial information of the Seller and has verified such data to Buyer's satisfaction. Buyer represents that Buyer has had every opportunity to engage legal and tax counsel concerning this purchase and that Buyer is purchasing said Purchased Assets voluntarily based upon Buyer's own judgment and evaluation and in reliance on the accuracy of the representations and warranties stated herein.

SECTION 4. CONDITIONS PRECEDENT TO OBLIGATION OF BUYER.

Buyer's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction, on or prior to the Closing, of each of the following conditions, unless waived by Buyer in writing. All deposits paid hereunder shall be returned to the Buyer forthwith should any of the following conditions precedent not be met, and upon such occurrence the Buyer shall have the option to treat this Agreement as null and void:

4.1 Accuracy of Representations and Warranties. The representations and warranties of Seller contained in this Agreement will be true and correct in all material respects as of the Closing with same effect as though made at such time.

4.2 Performance of Agreements and Deliveries. Seller shall have performed in all material respects all of its covenants, agreements and obligations under this Agreement which are to be performed or complied with by Seller prior to or upon the Closing and Seller shall have delivered all documents and items required to be delivered by it at or prior to the Closing.

4.3 Asset Transfer. Seller shall have delivered to Buyer the Bill of Sale and other instruments of transfer and assignment satisfactory to Buyer, transferring to Buyer all of the Purchased Assets, free and clear of all Liens.

4.4 Licenses. Buyer will have been able to obtain, solely at Buyer's cost and expense, all licenses and permits required to operate the Business including the transfer of the all alcohol beverage on premises license (aka "restaurant liquor license"), obtaining a CV license, a permit to operate a food establishment, an entertainment license, and building permit/building certificate of inspection, if necessary, for the improvement of the premises, if any, where the Business is located. If any license of Seller expires or would expire prior to the closing date as set forth under this Agreement, Seller shall file all necessary paperwork and filing fee(s) in a timely manner to renew any such license with the appropriate issuing authority or municipality.

4.5 Lease of Premises. As of the date of this Agreement, Seller has a lease of the real estate where the Business is located and operated, 199 Boston Road, Billerica, MA (and also referred to and known as Store #5 located in the Treble Cove Plaza), consisting of approximately 7,683 square feet with the Dudley Trading Associates Nominee Trust (the "Lessor" or "Landlord"). This Agreement is subject to Buyer having negotiated and executed, at Buyer's sole discretion either: (a) an assignment of the current lease as of the Closing Date, with terms and conditions subject to Buyer's sole satisfaction; or (b) a new lease as of the Closing Date, with terms and conditions subject to Buyer's sole satisfaction, along with Seller being able to simultaneously end and be released from its current lease with said Landlord without Seller having any further financial obligation under the terms of the current lease, including a personal guaranty currently in effect.

In the event that: (1) Buyer is unable to negotiate a mutually acceptable lease with Landlord as set forth herein before the Closing Date (as defined above in Section 1.5), or (2) simultaneously with Buyer negotiating a mutually acceptable lease with Landlord, if Seller is not able to end/cancel and be released from Seller's current lease with said Landlord without Seller having any further financial obligation under the terms of the current lease, then Buyer or Seller shall notify the other in writing and, in such event, Buyer or Seller may cancel this Agreement

and all deposits paid hereunder shall be returned to Buyer, without any further recourse to either party. A notice of lease must also be allowed to be recorded and depending on whether or not Landlord or Premises Owner has a mortgage on the property, a non-disturbance agreement may need to be obtained.

4.6 Inspection. Satisfactory re-inspection by Buyer of all equipment to be transferred hereunder as well as the premises where the Business is located within 48 hours of Closing. Both at the time of inspection and as of the Closing, the equipment to be transferred shall be in the same good working order and condition as at the time of execution of this Agreement, reasonable wear and tear excepted.

4.7 Corporate Excise Tax Lien Waiver. Seller will have delivered to Buyer Seller's Corporate Excise Tax Lien Waiver from the Massachusetts Department of Revenue.

SECTION 5. CONDITIONS PRECEDENT TO OBLIGATION OF SELLER.

The obligation of Seller to consummate the transaction contemplated by this Agreement is subject to the satisfaction, on or prior to the Closing, of the following conditions, unless waived by Seller in writing:

5.1 Accuracy of Representations and Warranties. The representations and warranties of Buyer contained in this Agreement will be true in all material respects as of the Closing with the same effect as though made at such time.

5.2 Performance of Agreement. Buyer shall have performed in all material respects all of its covenants, agreements and obligations required by this Agreement and each of the other documents contemplated hereby to be performed or complied with by Buyer prior to or upon the Closing and will have delivered the payments and instruments comprising the Purchase Price and all documents and items required to be delivered by Buyer at or prior to the Closing.

5.3 Lease of Premises. As of the date of this Agreement, Seller has a lease of the real estate where the Business is located and operated, 199 Boston Road, Billerica, MA (and also referred to and known as Store #5 located in the Treble Cove Plaza), consisting of approximately 7,683 square feet with Dudley Trading Associates Nominee Trust (the "Lessor" or "Landlord"). This Agreement is subject to Buyer having negotiated and executed, at Buyer's sole discretion either: (a) an assignment of the current lease as of the Closing Date, with terms and conditions subject to Buyer's sole satisfaction; or (b) a new lease as of the Closing Date, with terms and conditions subject to Buyer's sole satisfaction, along with Seller being able to simultaneously end and be released from its current lease with said Landlord without Seller having any further financial obligation under the terms of the current lease, including a personal guaranty currently in effect.

In the event that: (1) Buyer is unable to negotiate a mutually acceptable lease with Landlord as set forth herein before the Closing Date (as defined above in Section 1.5), or (2) simultaneously with Buyer negotiating a mutually acceptable lease with Landlord, if Seller is not able to end/cancel and be released from Seller's current lease with said Landlord without Seller having any further financial obligation under the terms of the current lease, then Buyer or Seller shall notify the other in writing and, in such event, Buyer or Seller may cancel this Agreement

and all deposits paid hereunder shall be returned to Buyer, without any further recourse to either party. A notice of lease must also be allowed to be recorded and depending on whether or not Landlord or Premises Owner has a mortgage on the property, a non-disturbance agreement may need to be obtained.

SECTION 6. ADDITIONAL MATTERS.

6.1 Indemnification by Seller. Seller agrees to be responsible and liable, and agrees to indemnify and hold Buyer harmless for, all claims and liabilities arising in connection with the breach of any provision of this Agreement or any representation, warranty or covenant herein and the operation of the Business existing or arising out of transactions entered into, or facts arising prior to, the Closing.

6.2 Indemnification by Buyer. Buyer agrees to be responsible and liable, and agrees to indemnify and hold Seller harmless for, all claims and liabilities arising in connection with the breach of any provision of this Agreement or any representation, warranty or covenant herein and the operation of the Business existing or arising out of transactions entered into, or facts arising after the Closing.

6.3 Inspections by Health, Building, and Fire Departments. Seller expressly agrees to assist and cooperate with regard to furnishing necessary information and executing documents as required by such authorities, as well making sure that the premises and the Purchased Assets pass inspections by the Town health, fire, and building departments applicable to food service businesses at least three (3) days prior to the scheduled closing. Buyer shall be responsible for coordinating and scheduling the relevant inspections with prior written notice to Seller. In the event that either the premises or any equipment fails to pass any of the applicable inspections, Buyer shall have the option to treat this Agreement as null and void and Buyer's deposits shall be returned forthwith, unless Seller undertakes to repair or improve the premises or equipment, as the case may be, at Seller's own costs, as instructed by the relevant Town department, within a reasonable time, and the premises or equipment thereafter successfully passes the re-inspection(s) as required by the Town department.

6.4 Closing Documents

At closing, Seller shall provide to Buyer the following documents:

- (a) Bill of Sale;
- (b) Updates to all Schedules to the Agreement, if and as necessary;
- (c) The following corporate documents:
 - (i) A Clerk's Certificate certifying as to the resolutions of shareholder(s) and director(s) of Seller authorizing and approving the execution, delivery and performance of this Agreement and the transactions contemplated hereby;
 - (ii) A copy of Seller's Articles of Organization, as amended, certified by the Secretary of State of the Commonwealth of Massachusetts;
 - (iii) A Certificate as to the Seller's good standing issued by the Secretary of State of the Commonwealth of Massachusetts;

- (iv) A Certificate of Compliance from the Massachusetts Department of Unemployment Assistance (DUA); and
- (iv) A Certificate of Good Standing from the Commonwealth of Massachusetts Department of Revenue and a Waiver of Tax Lien from the Commonwealth of Massachusetts Department of Revenue on all Purchased Assets being sold by Seller to Buyer; and
- (d) Other documents reasonably required under the provisions of this Agreement; and
- (e) List of all of Seller's outstanding accounts payable, not to exceed a total of five thousand dollars (\$5,000.00).

6.5 Seller's Cooperation. Seller expressly agrees to assist and cooperate in regard to furnishing necessary information and executing documents as required by the Town of Billerica and the Massachusetts ABCC in the processing of Buyer's applications for the licenses and permits described in Section 4.4 of this Agreement.

6.6 Conduct of the Business of Seller; Buyer's Right to Access. From the date hereof to the Closing, except as contemplated or otherwise restricted by this Agreement, or as otherwise consented to in writing by Buyer, Seller shall:

- (a) maintain the Purchased Assets in the same good working order subject to damages by unavoidable casualty;
- (b) operate the Business in the usual and ordinary course, consistent with past practice;
- (c) keep in full force all insurance comparable in amount and scope of coverage presently carried by Seller;
- (d) preserve and maintain in full force all licenses and permits needed to conduct the Business;
- (e) refrain from entering into any lease or contract with any third party which would be binding upon Buyer; and
- (f) permit Buyer and its authorized representative reasonable access to inspect the Purchased Assets prior to Closing.

SECTION 7. NOTICES.

All notices and other communications required to be given hereunder, or which may be given pursuant or relative to the provisions hereof, will be in writing and will be deemed to have been given when delivered in hand or mailed, postage prepaid, by first class United States mail, certified return receipt requested, or by email with a confirmed receipt reply, as follows:

If to Seller:

Chung H. Lee, Esq.
 Law Offices of Chung H. Lee
 31 Milk Street, Suite 818
 Boston, MA 02109
 Tel: 617-451-1036
 Email: chungleelaw@gmail.com

and

If to Buyer:

Dana C. Myers, Esq.
Tufankjian, McDonald & Doton, LLC
207 Front Street
Scituate, MA 02066
Tel: 781-545-3700 / Fax: 781-545-5062
Email: dmyers@tmdslaw.com

or to such other substitute address(es) as designated by the applicable Party in a written notice provided in accordance with this Section 7.

SECTION 8. MISCELLANEOUS.

8.1 Assignability: Effect. This Agreement shall not be assignable by Buyer or Seller except with the written consent of the other, which consent will not be unreasonably delayed or withheld. This Agreement shall be binding upon and will inure to the benefit of, the parties hereto and their respective successors and assigns.

8.2 Risk of Loss. The risk of loss or damage to any of the Purchased Assets from theft, fire, or other casualty or cause shall be upon Seller at all times up to and including the Closing Date. Subject to the rights of any secured lender of Seller, the proceeds of any claim for any loss payable under any insurance policy with respect to any lost or damaged item or items comprising a material portion of the Purchased Assets shall be used to replace, repair or restore any such item or items to its or their pre-loss or pre-damage condition. If the lost or damaged item or items comprising the Purchased Assets is or are not substantially replaced, repaired, or restored on or before the Closing Date, Buyer may elect to postpone the Closing Date until such time (up to a maximum postponement of two months as the lost or damaged item or items comprising the Purchased Assets shall have been substantially replaced, repaired, or restored). Alternatively, Buyer may elect to consummate the transactions contemplated in this Agreement, notwithstanding the fact that any such lost or damaged item or items comprising the Purchased Assets shall not have been substantially replaced, repaired, or restored to its or their condition(s) prior to the event of loss or damage, and in that event Buyer shall accept the lost or damaged items or items comprising the Purchased Assets in its or their then-obtaining condition, and Seller shall assign to Buyer all proceeds of insurance covering the item or items, and shall pay to Buyer any insurance proceeds theretofore received by Seller.

In the event the lost or damaged item or items comprising the Purchased Assets is or are not substantially replaced, repaired, or restored on or before the Closing Date and Buyer elected to postpone the Closing Date as set forth above in this Section 8.2 but the lost or damaged item or items is/are not substantially replaced, repaired or restored *prior to the postponed Closing Date*, then Buyer may elect to cancel this Agreement and this transaction shall be null and void with all deposits made hereunder returned to Buyer with no further recourse to the parties herein.

8.3 Headings. The subject headings used in this Agreement are included for purposes of convenience only and will not affect the construction or interpretation of any of its provisions.

8.4 Amendments: Waivers. This Agreement may not be amended or modified, nor may compliance with any condition or covenant set forth herein be waived, except by a writing duly and validly executed by Buyer and Seller or, in the case of a waiver, the Party waiving compliance. No delay on the part of any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of any Party of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

8.5 Entire Agreement. This Agreement, together with the schedules, attachments and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any and all prior or contemporaneous arrangements, understandings and agreements between them relating to the subject matter hereof.

8.6 Severability. In the event that any provision or any portion of any provision of this Agreement will be held to be void or unenforceable, then the remaining provisions of this Agreement (and the remaining portion of any provision held to be void or unenforceable in part only) will continue in full force and effect.

8.7 Governing Law. This Agreement and the transactions contemplated hereby will be governed and construed by and enforced in accordance with the laws of the Commonwealth of Massachusetts.

8.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which will constitute the same instrument.

8.9 Expenses. Each Party will pay its own expenses incident to the negotiation, preparation and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of its counsel and accountants for all activities of such counsel and accountants undertaken pursuant to this Agreement, whether or not the transactions contemplated hereby are consummated.

8.10 Adjustments. As applicable, the parties shall make financial adjustment at the Closing for applicable security deposit and rent advanced by Seller to Landlord prior to Closing.

As previously noted in Section 2.9 hereinabove, Seller has disclosed to Buyer that Seller is currently in a repayment plan with the Landlord/Lessor for the repayment of monies the Landlord/Lessor paid for a grease line repair on the restaurant premises and for a rent forbearance. For any remaining outstanding balance owed by Seller to Landlord/Lessor for such repayment or any other monies owed to Landlord/Lessor as of the date of Closing, Seller shall provide said amount(s) to Buyer's attorney in writing (in advance of the Closing date) and said outstanding amount(s) shall be deducted from the Seller's sale proceeds and paid to the Landlord/Lessor at Closing.

Additionally, in the event the Closing has not been completed prior to the due date for the license renewals (for Common Victualler, liquor license, etc.) then, at Closing, an adjustment shall be made from Buyer to Seller for said renewal fees as of the date of Closing.

8.11 Announcements. Neither Buyer or Seller shall make or release any statement, announcement, or publicity with respect to this Agreement, the terms hereof, or the transactions contemplated hereby, or permit any of its officers, directors, members, agents or consultants to do so, prior to the Closing.

8.12 Further Assurances. If, at any time after the Closing Date, either party shall consider or be advised that any further instruments or assurances or any other things are necessary or desirable to carry out the terms of this Agreement, the other party shall execute and deliver all such instruments and assurances and do all things reasonably necessary and proper to carry out the terms of this Agreement.

8.13 Tax Treatment. Buyer and Seller shall treat and report the transactions contemplated by the Agreement in all respects consistently for purposes of federal, state or local tax, including without limitation with respect to calculation of gain, loss and basis with reference to the Purchase Price Allocation made pursuant to Section 1.8.

8.14 Employees. Seller represents and warrants that all of Seller's employees are not subject to any employment agreement and are considered "at will" employees. Further, Seller represents and warrants that Seller does not have any non-compete or restrictive contractual agreements with its employees that would prevent any employee from being employed by Buyer. On the other hand, Buyer shall have no obligation to hire or employ any of Seller's employees. If the sale of the assets under this Agreement necessitates the termination of one or more of Seller's employees by Seller, Buyer shall not be responsible for any wages, vacation pay, medical insurance and other benefits through the date of termination of the employee.

8.15 Seller's Remedies for Buyer's Breach. If (1) Buyer fails to consummate the transactions contemplated by this Agreement and all of the conditions set forth in Section 4 "Conditions Precedent to Obligation of Buyer" have been satisfied or waived by Buyer in writing, or (2) Buyer breaches in accordance with the terms of Section 1.5 "The Closing", Seller shall be entitled to the Deposit as liquidated damages. In such event, this shall be Seller's sole remedy at law or in equity.

8.16 Buyer's Remedies for Seller's Breach. If Seller fails to consummate the transactions contemplated by this Agreement, Buyer shall have the right to cancel this Agreement, whereupon Buyer's deposit shall be promptly returned to Buyer, and this shall be Buyer's sole remedy at law and in equity. In the alternative, Buyer shall have the right to specific performance of the obligations set forth in this Agreement. Notwithstanding, in the event that any one or more of Seller's material representations and warranties or any one or more of the conditions precedent to Buyer's obligation to perform hereunder or under any agreement incorporated herein shall not be satisfied in full on the Closing Date or such other date specified herein, Buyer may at its sole election (a) waive such non-fulfillment and close hereunder, or (b) give notice to Seller of the aforesaid and an extension of the closing date for up to thirty (30) days and Seller shall use best efforts to remedy said conditions, or (c) if Seller has not remedied same by said Closing Date (or the extended date as set forth in subsection (b) herein), then Buyer

may elect not to purchase hereunder by giving notice to Seller on or before the Closing Date, in which event this Agreement and all agreements incorporated herein shall terminate without any liability to Buyer and shall be void and without recourse to either party, and Buyer's deposit hereunder shall be promptly returned to Buyer.

8.17 Confidentiality.


(a) CONFIDENTIAL INFORMATION. The parties hereby acknowledge the confidential nature of this Agreement and the transactions contemplated hereby. Except as otherwise required by law, as of the date of this Agreement each party shall hold in confidence and not use any and all "Confidential Information" that it receives from the other party. Confidential Information for purposes of this Agreement shall include, but not be limited to, financial information, customer lists, charts, know-how, work-in-progress, trade secrets, business methods and processes, legal documents or any other matter relating to the business of either party, including the fact that Buyer and Seller are parties to this Agreement and the agreements contemplated hereby. Neither party shall, without the other party's prior written consent or except as otherwise required by law, disclose the Confidential Information of such other party to anyone other than in connection with the transactions contemplated hereby. In addition, each party shall disclose such Confidential Information only to employees or representatives on a "need-to-know" basis. If the transactions contemplated hereby are not consummated, each party and its representatives shall return all Confidential Information received from the other party and any copies thereof in its possession and shall thereafter not use such Confidential Information for any reason. In addition, neither party shall communicate the substance of information that is obtained from the other and not publicly characterize the progress of this process without the consent or participation of the other. The obligations of the parties as recipients of information under this Agreement shall not apply to any such information which is generally available to the public or others in the public domain, other than by virtue of a breach of this Agreement, or is approved for release by written authorization of an authorized officer of the party whose Confidential Information is to be disclosed.

(b) TERM OF CONFIDENTIALITY. With regard to all Confidential Information provided by Seller to Buyer, Section 8.17(a) "Confidential Information" shall survive the termination of this Agreement for any reason for a period of one (1) year.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Seller and Buyer hereto have caused this Asset Purchase Agreement to be duly executed, under seal, and delivered by their respective duly authorized officers/manager(s) as of the date and year first above written.

BUYER:


HINOKI JAPANESE STEAKHOUSE, INC.



By: Rachanee Daranuwat
Its: President, Duly Authorized

SELLER:

TRIPLE SUSHI, INC.



By: Kah Peng Soon
Its: Authorized Signatory

SCHEDULE 1.1
PURCHASED ASSETS

The equipment and supplies, furniture, and fixtures, and other assets used in connection with the Business, including the items listed below and on the attached list. Purchased Assets shall include all assets not specifically excluded (as set forth in Schedule 1.2 herein):

- a) All equipment, chairs, tables, parts, supplies, and supporting equipment relating primarily to the Business and identified on Schedule 2 (the "Equipment"), which such Schedule may be supplemented by Seller prior to the Closing Date;
- b) To the extent assignable, all equipment leases, lease purchase agreements, assignable licenses, trade names and trademarks (including those from the Commonwealth of Massachusetts) and third-party agreements, if any, as identified on the Transferred Contracts List attached hereto as Schedule 1.4 (the "Transferred Contracts"), which such Schedule may be supplemented by Seller prior to the Closing Date;
- c) All documents and records in possession of Seller relating to the ownership, use, maintenance or repair of the Equipment, with the exception of financial records; and
- d) All of the goodwill of Seller in, and the going concern value of, the Assets and the Business and all interest in the telephone numbers used in the Business as well as all websites used in connection with the Business.

SCHEDULE 1.2
EXCLUDED ASSETS

- 1) All cash of Seller on hand or in bank accounts as of the Closing Date;
- 2) All accounts receivables of Seller existing as of the Closing Date;
- 3) All accounts payable of Seller existing as of the Closing Date; and
- 4) All other assets owned by Seller other than the Purchased Assets.

SCHEDULE 2 EQUIPMENT

- All tables and chairs
- All of the kitchen equipment (including the oven, grill and stove)
- All refrigerators (bar, sushi bar and kitchen)
- All plates, bowls, pots, spoons, forks and knives
- All televisions
- All of the inventory
- All ice makers
- All telephones
- All lamps
- All of the soda machine equipment
- All supplies and materials in the storage room
- All fire extinguishers
- All rubbish bins
- All other items relating to the operation of the restaurant

SCHEDULE 1.4
TRANSFERRED / ASSUMED CONTRACTS / ASSUMED LIABILITIES

- 1) Assignment of Lease with Premises Owner – Dudley Trading Associates Nominee Trust

EXHIBIT 1.6

**FORM OF
BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, THAT **Triple Sushi, Inc.**, (the "Seller"), whose principal office address is 199 Boston Road, Billerica, MA 01862, for and in consideration of **One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00)**, the receipt, sufficiency and delivery of which is hereby acknowledged, does hereby convey, transfer and sell to **Hinoki Japanese Steakhouse, Inc.**, with a principal office located at [REDACTED]

[REDACTED] the entire assets of the "**Nana Japanese Steakhouse (aka Nana 7 Japanese Steakhouse)**" restaurant located at **199 Boston Road, Billerica, MA 01862** (Store #5 in the Treble Cove Plaza), including but not limited to: all restaurant licenses, equipment, freezers, refrigerators, stoves, ovens, cooking utensils, dinnerware, cash registers, decorations, apparatus, furniture and fixtures, leasehold improvements, signage, any and all goodwill, inventory, accessories, telephone and other communication equipment, computers, and all other assets located at the restaurant, but specifically excluding any cash or cash-like assets, the accounts receivable, and any items listed on Exhibit 1.2 attached hereto.

SELLER FURTHER WARRANTS, THAT all Assets sold and transferred are free and clear of all liens and encumbrances, that Seller is the lawful owner of said Assets, and that Seller has good and marketable title to said Assets, and that Seller, and its successors and assigns, including all heirs, executors, administrators, and personal representatives shall hold Buyer harmless from any and all lawful claims and demands as to good and marketable title in and to said Assets.

BUYER HEREBY ACKNOWLEDGES THAT Buyer has not been influenced to enter into this transaction nor has Buyer relied upon any warranties or representations not set forth or incorporated in this agreement. Buyer acknowledges that Seller makes no representations or warranties, including but not limited to representations or warranties concerning the condition, quality or use of the equipment/assets herein described and transferred. Buyer purchases the equipment/assets in its used condition after having had an opportunity to inspect and having had the right to have the equipment/assets inspected by a professional inspector of Buyer's choice and at Buyer's expense.

IN WITNESS WHEREOF, Seller has this _____ day of _____, 2025,
executed and delivered this Bill of Sale.

Triple Sushi, Inc.

By: Kah Peng Soon
Its: Authorized Signatory

EXHIBIT 1.7-2
FORM OF PROMISSORY NOTE

PROMISSORY NOTE

ONE HUNDRED THOUSAND AND 00/100 DOLLARS
\$ 100,000.00 Billerica, Massachusetts

FOR VALUE RECEIVED, **Hinoki Japanese Steakhouse, Inc.**, a Massachusetts corporation with its principal office address of [REDACTED] ("Maker"), *promises to pay to* **Triple Sushi, Inc.**, a Massachusetts Corporation, with a principal office located at 199 Boston Road, Billerica, MA 01862, or its nominee, successors, personal representatives, heirs and assigns or order (collectively referred to as the "Payee" or "Note Holder"), at such place as Payee shall designate from time to time, in lawful money of the United States of America, the sum of **One Hundred Thousand and 00/100 Dollars (\$100,000.00)**, as follows:

Bearing an annual interest rate of **zero percent (0%)** on the balance owed, to be repaid in a period of **fifteen (15) months** in equal monthly installments of principal of **Six Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$6,666.66)**, with the first monthly installment due three (3) months after Maker commences operation of the restaurant (to be known as "Hinoki Japanese Steakhouse") and continuing until such time as all sums due hereunder shall become due and payable (the "Maturity Date").

Maker reserves the right to prepay, without penalty, in increments of One Thousand Dollars (\$1,000.00) or the entire principal balance, at any time. Except as may be otherwise set forth herein, the Note Holder will use and apply any prepayments to reduce the amount of principal that Maker owes under this Note.

(1) In the event of any payment of principal which is paid late, Maker agrees to pay a late charge of **three percent (3%)** on any payment not paid within **ten (10) days** of its due date.

(2) Maker further agrees to pay reasonable legal fees and associated charges, if this Note is submitted for collection.

(3) This Note is executed as a sealed instrument and all rights and obligations hereunder shall be governed and enforced according to the laws of the Commonwealth of Massachusetts. In the event any provision of this Note (or any part of any provision) is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Note; but this Note shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had not been contained in this Note, but only to the extent it is invalid, illegal, or unenforceable.

(4) In the event of a default in the due and punctual payment of any installment hereunder continues for more than thirty (30) days after such payment is due, or such longer period in the event such breach cannot be cured within thirty (30) days, after written notice to Maker, the entire balance due on this Note shall, at the option of Payee or other Holder hereof, shall become

due and payable without further notice or demand and shall accrue interest at the rate of **ten percent (10%) per annum** on the balance owed from the date of such default until payment in full is received.

(5) Unless applicable law requires a different method, any notice that must be given to Maker under this Note will be given by delivering it or by mailing it by first class mail to Maker at the following address: [REDACTED] or at a different address if Maker gives the Note Holder a notice of Maker's different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated hereinabove, or at a different address if Maker is given notice of that different address.

(6) Maker hereby waives presentment, demand, notice of dishonor and protest, and hereby assents to any extension or postponement of time of payment or other indulgence which at any time may be granted by Payee or other holder hereof, notice of which is also expressly waived by Maker.

(7) This Note shall be binding upon and inure to the benefit of the parties hereto and their respective legal successors (including, in the case of Note Holder or any other individual, any agents, executors, administrators, estates, legal representatives and heirs of such Note Holder or such individual) and permitted assigns; provided that, except as otherwise provided in this Note, no party may assign, delegate or otherwise transfer any of its rights or obligations under this Note. Notwithstanding the generality of the foregoing, the parties agree that Note Holder may assign Note Holder's rights and obligations under this Note upon the prior written consent of the undersigned.

(8) The Parties hereto acknowledge and understand that this is a commercial/business transaction.

WITNESS the execution hereof under seal on this the _____ day of _____, 2025.

HINOKI JAPANESE STEAKHOUSE, INC.

By: Rachanee Daranuwat
Its: President

Witness: _____

EXHIBIT 2.0

FORM OF HOLDBACK ESCROW AGREEMENT TO ASSET PURCHASE AND SALE AGREEMENT

This Holdback Escrow Agreement (hereafter "Escrow Agreement") is made and entered into as of the _____ day of _____, 2025, by and among HINOKI JAPANESE STEAKHOUSE, INC. (hereafter "Buyer"), TRIPLE SUSHI, INC. (hereafter "Seller") and Chung H. Lee, Esq. of the Law Office of Chung H. Lee (hereafter "Escrow Agent"), collectively sometimes referred to as the "Parties."

WHEREAS, Buyer and Seller have entered into a certain Asset Purchase Agreement dated _____, 2025, whereby Seller is selling and Buyer is purchasing substantially all assets used by Seller in operating the restaurant located at 199 Boston Road, Billerica, MA 01862 (Store #5 in the Treble Cove Plaza), owned and operated by Seller, and currently known as "Nana Japanese Steakhouse (aka Nana 7 Japanese Steakhouse)";

WHEREAS, on or before the date of Closing, as set forth in the aforesaid Asset Purchase Agreement, Seller will be paying any outstanding bills and payables known to Seller at such time; and

WHEREAS, Buyer and Seller wish to execute the within Escrow Agreement in the event there are any lagging bills or payables that are for services rendered to the business currently known as Nana Japanese Steakhouse (aka Nana 7 Japanese Steakhouse) (that are incurred or accrued prior to Closing that are not known or specified at the time of Closing and for which Buyer has an obligation to pay pursuant to the Asset Purchase Agreement; and

WHEREAS, Buyer and Seller desire to appoint Chung H. Lee, Esq. of the Law Office of Chung H. Lee as the Escrow Agent pursuant to this Escrow Agreement, and Chung H. Lee is willing to act as escrow agent hereunder.

NOW, THEREFORE, FOR and in consideration of the mutual covenants and agreements contained in this Escrow Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1) Buyer and Seller agree that Five Thousand Dollars (\$5,000.00) of the purchase price pursuant to the Asset Purchase Agreement will be paid by Buyer to Escrow Agent at closing and held in escrow, as a "holdback", by Escrow Agent Chung H. Lee to allow for lagging liabilities of Triple Sushi, Inc., if any, incurred prior to closing and not disposed of at closing and such amount shall be held for a period of thirty (30) days from the date of Closing;

2) The holdback amount listed above shall be held by Escrow Agent in a non-interest-bearing lawyer's IOLTA account and such amount is to be used solely and exclusively to satisfy any lagging bill or account obligations of Seller pursuant to the terms of the Asset Purchase Agreement;

3) In the event any bill or statement is received by Seller or by Buyer and such bill or statement is representative of services rendered to Seller before the Closing Date, then the subject bill or statement shall be given to Seller and Seller shall request the funds due from the Escrow Agent and Seller shall submit payment for the bill or statement. Notwithstanding the foregoing, Buyer acknowledges and agrees that Seller may, provided that notice is provided to Buyer of same, postpone and/or contest payment of any bill or account statement which is the subject of a bona fide dispute. Seller shall, at Buyer's request, keep Buyer informed about the status and outcome of the resolution of such disputes. Seller agrees to indemnify and hold Buyer harmless from and against any claims(s) or other matters relating to such contested bill or statement. All operating expenses that accrue after the Closing Date shall be the responsibility of Buyer;

4) After the expiration of thirty (30) days from the Closing Date (or on the immediately following business day if such date falls on a Saturday, Sunday or holiday), as set forth in the Asset Purchase Agreement between Buyer and Seller, the Escrow Agent shall release and deliver the balance remaining in said account directly to Seller;

5) The Escrow Agent is employed under this Escrow Agreement in a ministerial capacity only, and shall act only as provided herein and shall not be liable to any party for loss or damages resulting therefrom;

6) In the event of any disagreement between Buyer and Seller, the Escrow Agent may retain the escrow funds pending written instructions mutually given by Seller and Buyer, or at the Escrow Agent's discretion may deposit the funds with the Middlesex County Superior Court and file an action of interpleader asking instructions from the Court as to whether the funds should be released and to whom;

7) Any action taken in good faith by the Escrow Agent shall be deemed proper compliance herewith, and the Escrow Agent shall not be liable to any party, except for acts willfully committed in bad faith, or Escrow Agent's non-compliance with paragraphs 2, 3 and 4 of this Escrow Agreement. The Parties agree to indemnify and hold harmless the Escrow Agent for any cause of action, claim, violation, or other matter relating to said Escrow Agreement, except for the Escrow Agent's failure to comply with paragraphs 2, 3 and 4 of this Escrow Agreement; and

8) Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving notice in writing of such resignation specifying a date when such resignation shall take effect provided that upon such resignation Escrow Agent shall either turn over the Escrow Funds to a successor agreed to by both parties or, in the alternative, shall file an interpleader action and/or deposit the Escrow Funds with a court as set forth in paragraph 6 hereof.

IN WITNESS WHEREOF the undersigned have caused this instrument to be duly executed and their hands and seals to be affixed hereto as of the day and year first written above.

BUYER:

Hinoki Japanese Steakhouse, Inc.

By: Rachanee Daranuwat
Its: President

SELLER:

Triple Sushi, Inc.

By: Kah Peng Soon
Its: Authorized Signatory

ESCROW AGENT:

The Law Office of Chung H. Lee

By: _____
Chung H. Lee, Esq.

SCHEDULE 2.7
AUTHORIZATIONS / LICENSES

1. Food Establishment Permit, Town of Billerica;
2. Certificate of Inspection, Town of Billerica Building Department;
3. Common Victualler License, Town of Billerica;
4. Entertainment License, Town of Billerica;
4. Alcoholic Beverages License – All Alcohol On Premises, Town of Billerica and Commonwealth of Massachusetts

SCHEDULE 2.8
BROKER'S FEES

NONE.

SCHEDULE 2.9
LIABILITIES

--Current Commercial Lease with the Dudley Trading Associates Nominee Trust
(Landlord/Lessor).

--Repayment plan - monies owed to Landlord/Lessor by Seller for grease line repair and rent
forbearance.

--Dishwasher lease (dishwasher located in the kitchen).

EXTENSION OF TIME / AMENDMENT TO
FIFTH AMENDMENT TO AND ASSIGNMENT OF LEASE
Dated March 9, 2025

LESSOR: Dudley Trading Associates Nominee Trust
One Van de Graaff Drive, Suite 402
Burlington, MA 01803

ASSIGNOR: Triple Sushi, Inc.
199 Boston Road
Billerica, MA 01862

ASSIGNEE: Hinoki Japanese Steakhouse, Inc.


WHEREAS, Jonathan T. Kane, Trustee of the Dudley Trading Associates Nominee Trust is the "Lessor", Triple Sushi, Inc. is the "Assignor", and Hinoki Japanese Steakhouse, Inc. is the "Assignee" pursuant to one certain Fifth Amendment to and Assignment of Lease (the "Fifth Amendment and Assignment"), dated March 9, 2025; and

WHEREAS, Lessor, Assignor and Assignee are mutually desirous of amending the Fifth Amendment and Assignment and extending the deadline for the Contingencies to be met pursuant to the terms of the Fifth Amendment and Assignment.

NOW, THEREFORE, and in consideration of the mutual promises made herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Parties, the Parties hereby agree to amend and extend the Fifth Amendment and Assignment as follows:

1. The Parties hereby amend the last paragraph of Section 2 of the Fifth Amendment to and Assignment of Lease dated March 9, 2025 by deleting it and replacing it with the following new last paragraph of Section 2 that reads as follows:

"Lessor shall have the right to reject the Assignment and render this Fifth Amendment and Assignment null and void, effective immediately upon written notice to Assignor and Assignee, if the Contingencies have not been met on or before December 31, 2025."

2. Subparagraph A of Section 2 of the Fifth Amendment and Assignment is deleted and replaced with the following new subparagraph A that reads as follows:

"A. Assignor has paid any outstanding balance due and payable to Lessor under the Lease, including, but not limited to, the remaining amortized balance of the Deferred Rent and the Grease Line Replacement Payment, if any. In the event that Assignor owes

any outstanding balance to Lessor at the time of the asset purchase/sale closing between Assignor and Assignee, any amounts due at said time will be paid to Lessor by Assignor at/through the closing";

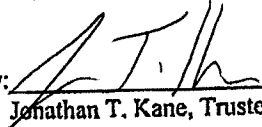
and

3. In all other respects, the Fifth Amendment and Assignment dated March 9, 2025 is hereby ratified and confirmed. This document may be executed in multiple counterparts and shall be intended to take effect as a sealed instrument.

Dated and effective as of August 4, 2025.


LESSOR:

Dudley Trading Associates Nominee Trust

By: 
Jonathan T. Kane, Trustee


ASSIGNOR:

Triple Sushi, Inc.

By: 
Kah Peng Soon, its Authorized Signatory

ASSIGNEE:

Hinoki Japanese Steakhouse, Inc.

By: 
Rachanee Daranuwat, President

FIFTH AMENDMENT TO AND ASSIGNMENT OF LEASE

This FIFTH AMENDMENT TO AND ASSIGNMENT OF LEASE (this "Fifth Amendment and Assignment") is dated as of March 9, 2025 (the "Effective Date") by and among TRIPLE SUSHI, INC., a Massachusetts corporation ("Assignor"), HINOKI JAPANESE STEAKHOUSE, INC., a Massachusetts corporation, d/b/a Hinoki Japanese Steakhouse ("Assignee") and DUDLEY TRADING ASSOCIATES NOMINEE TRUST, a nominee trust u/d/t March 5, 1986 formed under and pursuant to the provisions of the Massachusetts General laws and filed in the Middlesex North District of the Land Court as Document No. 109013 and noted on Certificate of Title No. 27025 at Book 138, Page 49 ("Lessor").

WHEREAS, Lessor and Assignor, as successor in interest to Fu Bin Liu, successor in interest to Mandarin Billerica, Inc., are parties to that certain Lease dated January 29, 2007, as amended by that certain Amendment and Assignment of Lease dated February 6, 2008, that certain Second Amendment and Assignment of Lease dated June 7, 2011, that certain Third Amendment to Lease dated December 15, 2016, and that certain Fourth Amendment to Lease dated November 16, 2022 (as amended, the "Lease"), for the lease of certain premises containing approximately 7,683 square feet known as Store #5 located at 199 Boston Road, Billerica, MA, as more particularly described in the Lease (the "Premises"); and

WHEREAS, Assignor desires to assign all of its right, title, and interest in the Lease to the Assignee, and the Assignee desires to accept such assignment;

WHEREAS, Lessor is prepared to consent to such assignment, subject to satisfaction of the several conditions set forth below;

WHEREAS, Lessor, Assignor and Assignee wish to amend certain provisions of the Lease as set forth herein;

WHEREAS, Pongsatorn Kanokchanya, an individual, executed a guaranty dated December 9, 2016 in connection with the Third Amendment to Lease in favor of Lessor and Kah Peng SOON, an individual, executed a guaranty in connection with the Fourth Amendment to Lease in favor of Lessor (together, the "Existing Guaranty"); and

WHEREAS, Assignor has requested and Lessor has agreed to release Pongsatorn Kanokchanya and Kah Peng SOON from their obligations under the Existing Guaranty upon the express condition that Rachanee Daranuwat enter into the Assignee Guaranty (as herein defined) in favor of Lessor;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Lessor, Assignee and Assignor hereby agree to amend and assign the Lease and obtain the Assignee Guaranty from Rachanee Daranuwat as follows:

AGREEMENT

1. Definitions. Capitalized terms used in this Fifth Amendment and Assignment shall have the same meanings ascribed to such capitalized terms in the Lease, unless otherwise provided for herein.

2. Contingencies. Assignor acknowledges that pursuant to Article XIII of the Lease, it is within Lessor's sole discretion whether to approve the Assignor's request to make an assignment of the Lease to Assignee (the "Assignment"). Lessor has reviewed the request and decided to approve the Assignment subject to the following conditions being met (the "Contingencies"):

A. Assignor has paid any outstanding balance due and payable to Lessor under the Lease, including, but not limited to, the remaining amortized balance of the Deferred Rent and the Grease

Line Replacement Payment, if any;

B. Assignor has paid TWENTY FIVE THOUSAND SEVEN HUNDRED FIFTEEN AND 00/100 DOLLARS (\$25,715.00) to serve as the Security Deposit for Assignee from the funds held by Lessor for Assignor's security deposit as set forth herein;

C. Rachanee Daranuwat, an individual, has executed a guaranty in the form attached hereto as **Exhibit A** for the obligations of Assignee in favor of Lessor;

D. Assignee shall have (i) acquired ownership or control of the Assignor's business, (ii) finalized a liquor license transfer from Assignor to Assignee, and (iii) received an all-alcoholic beverages or wine and/or malt beverages liquor license, as well as a common victualler's license for the demised premises (the "Liquor and CV Licenses").

Lessor shall have the right to reject the Assignment and render this Fifth Amendment and Assignment null and void, effective immediately upon written notice to Assignor and Assignee, if the Contingencies have not been met within ninety (90) days from the date this Fifth Amendment and Assignment is fully executed by the parties.

3. Assignment. Assignor hereby assigns and transfers all of its right, title and interest in the Lease to Assignee, to have and to hold the same beginning on the date that all Contingencies to Lessor's approval of the Assignment have been met (the "Assignment Date"), subject to all terms, covenants, conditions and provisions therein contained.

4. Acceptance. As of the Assignment Date, Assignee accepts such assignment and assumes and agrees to perform in a direct obligation to Lessor, all of the terms, covenants, obligations, conditions and provisions of the Lease, as though the Assignee were the original signatory to the Lease, as Lessee, subject to the amendments set forth herein.

5. Assignment Date. Assignor, Assignee, and Lessor agree that promptly after the Assignment Date is determined, they will execute an Assignment Date Agreement confirming the effective date of the Assignment. Additionally, the Assignee and Lessor agree that promptly after the Assignment Date is determined, they will execute a Notice of Lease in form satisfactory and acceptable to Lessor and said Notice of Lease will be recorded with the Middlesex North District of the Land Court.

6. Modifications. Modifications to Lease:

A. Extension. Commencing on the Assignment Date, the term of the Lease shall be extended for sixty (60) months such that the expiration date as referenced in the Lease shall be March 31, 2033 (the "Expiration Date").

B. Base Rent. Between the Effective Date of this Fifth Amendment and Assignment and the Assignment Date, Assignor will continue to pay minimum rent and Additional Rent to Lessor in accordance with the terms of the Lease. Commencing on the Assignment Date, the minimum rent shall be payable according to the following schedule:

Period	Minimum Rent (per annum)	Minimum Rent	Approximate S.F. Minimum Rent

Assignment Date – 12/31/26	\$ 115,245.00	\$ 9,603.75	\$ 15.00
1/1/27 – 12/31/27	\$ 117,549.90	\$ 9,795.83	\$ 15.30
1/1/28 – 12/31/28	\$ 119,900.90	\$ 9,991.74	\$ 15.61
1/1/29 – 12/31/29	\$ 122,298.92	\$ 10,191.58	\$ 15.92
1/1/30 – 12/31/30	\$ 124,744.89	\$ 10,395.41	\$ 16.24
1/1/31 – 12/31/31	\$ 127,239.79	\$ 10,603.32	\$ 16.56
1/1/32 – 12/31/32	\$ 129,784.59	\$ 10,815.38	\$ 16.89
1/1/33 – 3/31/33	\$ 132,380.28	\$ 11,031.69	\$ 17.23

If the Assignment Date does not fall on the first calendar day of a month, the first month's base rent shall be prorated on the basis of a thirty (30) day month, and shall be payable with the first full monthly minimum rent due under the Lease. The Assignment Date shall thereafter be deemed to have occurred on the first calendar day of the subsequent calendar month for purposes of this section so as to obviate the need for proration of rent payments for any period other than the initial partial month.

C. Abatement. Provided Lessee is not in default under this Lease, minimum rent shall be abated in an amount equal to the minimum rent payable during the first two (2) full months after the Assignment Date (the "Abatement Period"). In no event shall said Abatement Period be deemed to reduce or eliminate Lessee's obligation to pay Additional Rent, including but not limited to, CAM charges, Impositions, and Real Estate Taxes due to Lessor during the Abatement Period.

D. Option Period. Effective as of the Assignment Date, Article II, Section 4 of the Lease shall be reinstated and replaced with the following language:

"Provided this lease is in full force and effect twelve (12) months prior to the current term's termination date and Lessee is not then in default of this Lease and is open for business at the demised premises, Lessee shall have the option to extend this lease for one (1) additional term of five (5) years (the "Option Period") at the minimum rent set forth below. Each additional term is hereinafter referred to as the "Extension Term." This option shall be effective only if exercised by Lessee by written notice received by Lessor on a date occurring no later than twelve (12) months prior to the then current term's termination date.

The Minimum Rent during the Option Period of this Lease, if any, shall be paid according to the following schedule

Period	Minimum Rent (per annum)	Minimum Rent	Approximate S.F. Minimum Rent
4/1/33 – 3/31/34	\$ 135,027.89	\$ 11,252.32	\$ 17.57

4/1/34 – 3/31/35	\$ 137,728.44	\$ 11,477.37	\$ 17.93
4/1/35 – 3/31/36	\$ 140,483.01	\$ 11,706.92	\$ 18.28
4/1/36 – 3/31/37	\$ 143,292.67	\$ 11,941.06	\$ 18.65
4/1/37 – 3/31/38	\$ 146,158.53	\$ 12,179.88	\$ 19.02

and shall be payable in the same manner as during the base term of the Lease in the monthly and annual amounts.”

E. Security Deposit. Effective as of the Assignment Date, Article III, Section 2 shall be amended by deleting the first sentence of that paragraph and replacing it with the following language:

“Lessee agrees to keep on deposit with Lessor the sum of TWENTY FIVE THOUSAND SEVEN HUNDRED FIFTEEN AND 00/100 DOLLARS (\$25,715.00) (the “Security Deposit”) and the entire amount shall be held as security for the payments of rents and the faithful performance of Lessee’s obligations hereunder.”

F. Payment of Security Deposit. Assignor acknowledges that pursuant to Article XIII of the Lease, it is within the Lessor’s sole discretion whether to approve Assignor’s request to make an assignment of the Lease to Assignee. Lessor has agreed to approve the assignment subject to certain Contingencies contained herein. Among those Contingencies is the requirement that the Assignor must provide the Security Deposit for the Assignee. Assignor has decided to pay that amount, which totals TWENTY FIVE THOUSAND SEVEN HUNDRED FIFTEEN AND 00/100 DOLLARS (\$25,715.00), from the security deposit that Lessor has been holding from Assignor. On the Assignment Date, Lessor shall retain the amount of Assignor’s Security Deposit as security for Assignee and return the excess of the Assignor’s security deposit, if any, to Assignor. Assignor acknowledges that Lessor’s return of such amount, if any, and its use of the Assignor’s security as described herein shall satisfy all of Lessor’s obligations to Assignor under the Lease.

G. Guarantor. Simultaneously with Assignee’s execution of this Fifth Amendment and Assignment, and in further consideration for Lessor’s consent to the Assignment, Rachanee Daranuwat shall execute and deliver to Lessor a Guaranty in favor of Lessor in the form of **Exhibit A** attached hereto (the “Assignee Guaranty”), which shall become effective and enforceable upon the Assignment Date (as agreed-upon between the parties in accordance with the terms herein). Lessor has agreed to release Kah Peng SOON and Pongsatorn Kanokchanya from their obligations under the Existing Guaranty upon the express condition that (i) Rachanee Daranuwat enter into the Assignee Guaranty and (ii) the Assignment is completed. Effective on the Assignment Date, Kah Peng SOON and Pongsatorn Kanokchanya shall be deemed released from their obligations under the Original Guaranty.

H. Storefront Improvement Work. Except as specifically set forth in the Lease, the demised premises are leased in an “as is” and “where is” condition without any warranty of fitness for use or occupation express or implied, it being agreed that Assignee has had an opportunity to examine the condition of the demised premises, that Lessor has made no representations or warranties of any kind with respect to such condition, and that Lessor has no obligation to do or approve any work or make or approve any improvements to or with respect to the demised premises to prepare the same for Assignee’s occupancy.

Assignee shall, with all reasonable dispatch after Lessor has turned over possession of the demised premises to Assignee, obtain all necessary licenses, permits and approvals, if any, and then perform certain approved work on the storefront of the demised premises (the "Storefront Improvement Work") the cost of which shall be shared equally between the Lessor and Assignee subject to the limitations set out herein. Assignee shall submit to Lessor or Lessor's architect or Lessor's supervising engineer for prior approval the design of the Storefront Improvement Work to be done by the Lessee. No work shall be performed, or fixtures or equipment installed, in the demised premises by the Assignee without first obtaining the written approval of the Lessor, Lessor's architect or Lessor's supervising engineer to such work or installation, which approval shall not unreasonably be withheld, conditioned or delayed. Lessor shall reimburse Assignee for its share of the cost for the Storefront Improvement Work in a total amount not to exceed THREE THOUSAND AND 00/100 DOLLARS (\$3,000.00) within thirty (30) days after the following conditions have been met: (i) Lessor receives a reasonably detailed invoice outlining its share of the cost for the Storefront Improvement Work, (ii) Assignee opens for business at the Premises, (iii) Assignee is not in default under the Lease, and (iv) Assignee obtains and provides Lessor with unconditional lien waivers from all contractors and vendors who performed work or provided goods for the Storefront Improvement Work or, in lieu thereof, an attorney's certification that the lien period for the Storefront Improvement Work performed by Assignee at the Premises has expired and no liens in connection therewith are then existing against the Premises.

If Assignee fails or refuses to complete the Storefront Improvement Work within twelve (12) months after the Assignment Date, Lessor may cause the Storefront Improvement Work to be completed and shall not be responsible to Assignee for any damage to its merchandise or business by reason of the completion of such Storefront Improvement Work. Assignee shall promptly, upon demand, pay Lessor for its share of the cost thereof and a management fee equal to five percent (5%) of the total cost.

I. Use. Effective as of the Assignment Date, Article VII, Section 1 is hereby amended by deleting the first two sentences thereof, as amended by the Amendment and Assignment dated February 6, 2008, and replacing them with the following language:

"Subject to the restrictions set forth in Exhibit C hereto, the Lessee shall use the demised premises for the operation of a Japanese and Thai restaurant and for no other purpose. The Lessor hereby consents to Assignee's designated trade name of 'Hinoki Japanese Steakhouse'."

J. Exclusive Uses. Exhibit C attached to the Lease is hereby deleted in its entirety and replaced with **Exhibit B** as attached hereto.

K. Exclusivity Right. So long as Lessee is not in default under this Lease and is open for business in accordance with Article VII, Section 1, subject to such limited events of force majeure, casualty, condemnation, or alteration of the demised premises as set forth in this Lease, Lessor agrees that it will not lease any other space at the Shopping Center to another Asian-style restaurant including, but not limited to, a restaurant serving Japanese and Thai cuisine (the "Exclusivity Right"). Notwithstanding anything to the contrary contained herein, in the event the Exclusivity Right shall be violated by another tenant or occupant of the Shopping Center (collectively, an "Occupant") operating in its premises in default of the permitted use provision set forth in such Occupant's lease (a "Rogue Lessee"), and such violation is not cured within one hundred and eighty (180) days, Lessee's rent shall be reduced to fifty percent (50%) of the then current monthly Minimum Rent until such violation is cured. In the event such violation is not cured within twelve (12) months, Lessee shall have a one-time right, upon written notice to Lessor, to terminate this Lease. If Lessee does not terminate this Lease in accordance with the foregoing, the rent payable by Lessee shall

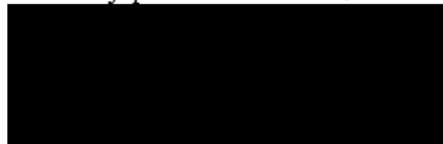
revert to one hundred percent (100%) of the Minimum Rent for the then current month.

L. Notices. Effective as of the Assignment Date, all notices required or permitted by the Lease, as amended hereby, to be delivered to Lessor and Lessee shall hereafter be delivered as follows:

To Lessor: c/o KeyPoint Partners, LLC
One Van De Graaff Drive, Suite 402
Burlington, MA 01803
Attn: Alicia C. Busconi
Email: Abusconi@keypointpartners.com

With a copy to: Mintz Levin Cohn Ferris Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111
Attn: Geoffrey H. Smith Esq.

To Lessee: Hinoki Japanese Steakhouse, Inc.



With a copy to: Tufankjian, McDonald & Doton, LLC
207 Front Street
Scituate, MA 02066
Attn: Dana C. Myers, Esq.
Email: dmyers@tmdslaw.com

7. Governing Law. This Fifth Amendment and Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without regard to conflicts of law).

8. Real Estate Brokers. Lessor utilized the services of KeyPoint Partners, LLC (the "Listing Broker") in connection with this Fifth Amendment and Assignment. Assignor and Assignee represent to Lessor that they did not involve any other broker in procuring this Fifth Amendment and Assignment. Lessor shall pay the commission due the Listing Broker per a separate agreement. Assignor and Assignee hereby agree to (i) forever indemnify, defend and hold Lessor harmless from and against any commissions, liability, loss, cost, damage or expense (including reasonable attorneys' fees) that may be asserted against or incurred by Lessor (a) by any broker other than the Listing Broker in excess of the amount specified in said separate agreement or (b) as a result of any misrepresentation by Assignor or Assignee hereunder and (ii) discharge any lien placed against the Property by any broker as a result of the foregoing.

9. Ratification of Lease. Except as modified hereby, all other terms and conditions of the Lease remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto. Assignee accepts the Premises in its "as is" and "where is" condition. Assignor represents and warrants to Lessor that as of the date of its execution of this Fifth Amendment and Assignment: (a) Assignor is not in default under any of the terms and provisions of the Lease; (b) Lessor is not in default in the performance of any of its obligations under the Lease and Assignor is unaware of any condition or circumstance which, with the giving of notice or the passage of time or both, would constitute a default by Lessor; (c) Lessor has completed, to Assignor's satisfaction, any and all improvements to the Premises and has paid any and all allowances required of it under the Lease; and (d) Assignor has no defenses, liens, claims, counterclaims or right to offset against Lessor or against the obligations of Assignor under the Lease. Assignor and Assignee acknowledge,

confirm, and agree that the Lessee under the Lease has no right or option to expand the demised premises or to extend, renew or terminate the Lease except as may be provided in this Fifth Amendment and Assignment.

10. Limitation of Liability. Neither Lessor nor any officer, director, member or employee of Lessor nor any owner of the Building, whether disclosed or undisclosed, shall have any personal liability with respect to any of the provisions of the Lease, as hereby amended, or the Premises, and if Lessor is in breach or default with respect to Lessor's obligations under the Lease, as hereby amended, or otherwise, Lessee shall look solely to the interest of Lessor in the Building for the satisfaction of Lessee's remedies or judgments.

11. Entire Agreement. This Fifth Amendment and Assignment, in conjunction with the Lease, constitutes the entire agreement of Lessor and Lessee with respect to the subject matter hereof and supersedes all oral and written agreements and understandings made and entered into by the parties prior to the date hereof.

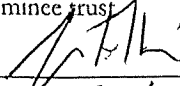
12. Multiple Counterparts. This Fifth Amendment and Assignment may be executed in multiple counterparts, all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the Following Pages]

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment and Assignment as of the Effective Date stated above.

LESSOR:

Dudley Trading Associates Nominee Trust,
a nominee trust

By: 

Name: Jonathan Kane

Title: Trustee, Dudley Trading Associates Nominee Trust

Date: 5/19/25

[Signatures Continue on Following Pages]

ASSIGNOR:

Triple Sushi, Inc.,
a Massachusetts corporation

By:  _____ 5/1/2025

Name:

Title:

Date: _____

[Signatures Continue on Following Pages]

ASSIGNEE:

Hinoki Japanese Steakhouse, Inc.,
a Massachusetts corporation

By: Edm D. , President

Name: Rachanee Daranuwat


Title: President

Date: 3/9/25


[Signatures Continue on Following Page]

Acknowledged and agreed to by:

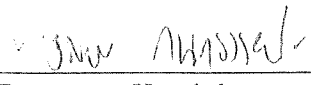
GUARANTORS:



RACHANEE DARANUWAT, as an individual

 5/1/2025

Kah Peng SOON, as an individual

 5/1/2025

Pongsatorn Kanokchanya, as an individual

EXHIBIT A

Guaranty

Lease dated January 29, 2007, as amended by that certain Amendment and Assignment of Lease dated February 6, 2008, that certain Second Amendment and Assignment of Lease dated June 7, 2011, that certain Third Amendment to Lease dated December 15, 2016, that certain Fourth Amendment to Lease dated November 16, 2022, and that certain Fifth Amendment to and Assignment of Lease dated [_____, 2025] (as amended, the "Lease") (hereinafter collectively, the "Lease").

FOR VALUE RECEIVED AND IN CONSIDERATION OF, and as an inducement for the execution and delivery of the Fifth Amendment to and Assignment of Lease, the undersigned, RACHANEE DARANUWAT, an individual (the "Guarantor") hereby guarantees to Lessor, its heirs, executors, administrators, successors and assigns, as of the Assignment Date (as set forth in the Fifth Amendment and Assignment of Lease), the full and prompt payment of Rent, including, but not limited to, any and all other sums and charges payable by Lessee, Lessee's heirs, executors, administrators, successors and assigns, under the Lease, and hereby further guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by Lessee under the Lease; and Guarantor hereby covenants and agrees to and with Lessor that if default shall at any time be made by Lessee, in the payment of the Rent and/or any other such sums and charges payable by Lessee under the Lease, or if Lessee should default in the performance and observance of any of the terms, covenants, provisions or conditions contained in the Lease, Guarantor shall and will forthwith pay such rent and other such sums and charges to Lessor, and any arrears thereof, and shall, and will, forthwith pay to Lessor all damages that may arise in consequence of any default by Lessee under the Lease, including, without limitation, all reasonable attorneys' fees and disbursements incurred by Lessor or caused by any such default and/or by the enforcement of this Guaranty. This Guaranty is an absolute and unconditional irrevocable Guaranty of payment and of performance. It shall be enforceable against Guarantor, without the necessity for any suit or proceedings on Lessor's part of any kind or nature whatsoever against Lessee, and without necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall not be terminated, affected, diminished or impaired by reason of the assertion, or the failure to assert, by Lessor against Lessee, of any of the rights or remedies reserved to Lessor pursuant to the provisions of the Lease. This Guaranty shall be a continuing Guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified, or diminished by reason of an assignment or subletting of the Lease, or by reason of any renewal, modification or extension of the Lease, or by reason of any modification or waiver of or change in any terms, covenants, conditions or provisions of the Lease between Lessor and Lessee, or by reason of an extension of time that may be granted by Lessor to Lessee, or by reason of any dealings or transactions between Lessor and Lessee, whether or not notice thereof is given to Guarantor. All of Lessor's rights and remedies under the Lease or under this Guaranty are intended to be distinct, separate and cumulative, and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

In the event that Guarantor is a corporation, then Guarantor shall deliver to the Lessor, a Clerk's Certificate or Secretary's Certificate, in a form reasonably satisfactory to Lessor, confirming that the execution of this Guaranty has been duly authorized.

This Guaranty shall continue and be in full force and effect as to any obligations arising under the Lease through the expiration of the current term and any extension period(s) (if the extension period(s) was requested by Lessee and approved by Lessor). Guarantor shall not be liable for the performance of any obligations arising under the Lease thereafter.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the party hereto has executed this Guaranty as of the date first set forth above.

Witness for Guarantor:

GUARANTOR:

RACHANEE DARANUWAT, as an individual

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF _____)

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared RACHANEE DARANUWAT, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding document and acknowledged to me that RACHANEE DARANUWAT signed it voluntarily for its stated purpose.

Notary Public

Name:

My commission expires: __/__/__

EXHIBIT B

Exclusive Uses

USE RESTRICTIONS OF OTHER TENANTS IN SHOPPING CENTER

JO-ANN STORES, INC.:

Except for minor displays as part of the customary product mix of a tenant, no other store in the Plaza shall sell items included in the following "Protected Use": "Protected Use" shall mean the sale of fabrics of all kinds, yard goods, curtains, upholstery materials, draperies, drapery hardware, patterns, knitting supplies, needlepoint, macramé, arts and crafts, sewing machines, sewing machine furniture, vacuum cleaners, fabric care items, and accessories and services related to all of the foregoing and, in addition, the sale of "Hardline Items" which mean sewing machines, sewing machine furniture, vacuum cleaners, fabric care items and sewing-related household appliances.

THE PAPER STORE:

No other store in the Plaza shall carry thirty (30) lineal feet or more of either greeting cards, gift wrap, books, office supplies or party supplies. There shall be no temporary store in the Plaza (defined as a store having a lease term, license or expected duration of less than 1 year) that sells greeting cards, gift wrap, Christmas ornaments or party supplies.

MARKET BASKET, INC.:

No other store in the Plaza shall be used for a food supermarket, grocery store or department, meat store or department, dairy store or department, produce store or department, convenience store or for any type of store or department selling food for off-premises consumption except as below indicated. It is agreed that a department store, junior department store or discount store having a floor area in excess of 20,000 square feet may engage in the sale of food products for off-premises consumption but the sales of such food products must be limited to an area not exceeding 1,000 square feet and shall not include fresh or frozen meats, fish, produce, poultry or dairy products. A pharmacy or health and beauty aids store may sell food items for off-premises consumption provided that the sale of such products shall not include the sale of fresh or frozen meats, fish, produce, poultry or dairy products. The

aforesaid restriction shall not exclude the right of restaurants in the Plaza, including an ice-cream shop, to have take-out orders nor the right of a package store to sell such snack items or soft drinks as are customarily sold in such stores.

In order to insure that the parking areas of the Plaza shall not be overburdened and to preserve the character of the Plaza as an active center of retail trade offering a variety of goods and services capable of attracting the widest possible spectrum of shoppers, it is agreed that for so long as more than fifty percent (50%) of the floor area of the MarketBasket space is used for the conduct of a retail supermarket, no other part of or other premises in the Plaza shall be used for any one of the following:

(i) for the conduct of a business operation which regularly or with significant frequency sells merchandise of the types or qualities now commonly known as "factory reject", "floor model", "demonstrator", "obsolescent", "distressed", "bankruptcy", "fire sale" or damaged"; or

(ii) for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors (the operation of a restaurant in a clean and efficient manner shall not be deemed to violate this provision); or

(iii) for any purpose other than the conduct of a "retail business", so-called, which term shall mean and include mail-order catalog store operations of the Sears Roebuck and Montgomery Ward type, banks, finance company businesses, service and self-service dry cleaning and laundry businesses, shoe repair shops, barber shops, beauty shops, dance studios, health salons, and real estate brokerage, stock brokerage and insurance brokerage business, optometrist, dentist or doctor's office, as well as ordinary retail businesses selling merchandise; or

(iv) for the operation of a motel or tourist court; or

(v) for any "amusement operation", so-called, which term shall mean and include an activity consisting wholly or in part of the furnishing of entertainment or amusement facilities, whether or not as a business or as a part of an aspect of a business (including, without limitation, off-track

betting parlors, "penny arcades", so-called amusement games or devises, electronic or otherwise), discotheque, strip shows, dance halls and live entertainment of any kind or for a massage parlor or the business of the sale of so-called "adult" material such as, without limitation, magazines, books and photographs or for a cinema or theater; or

(vi) for any automobile or truck sale, sales, storage, service, fueling, washing or repair operation of gas station business; or

(vii) for any business using a substantial amount of outdoor space in its regular operations, such as lumber yards, boat sales yards and the like except that one store conducting the business of a so-called home improvement center, lumber yard, building hardware, building supplies, kitchen or bath fixtures or any combination of the foregoing may be located in the Plaza; or

(viii) for any office or storage operations except office and storage operations which are a part of the conduct of a retail business in the Plaza

CHIPOTLE MEXICAN GRILL:

Provided Tenant fully and faithfully performs all of its covenants and obligations under this Lease, and provided Tenant continues to operate its Permitted Use in the Premises, for the Term of this Lease, subject to closures due to force majeure, casualty, condemnation, or alterations, Landlord agrees it will not lease any other premises in the Center for the principal business of the sale of burritos, wraps, fajitas and tacos (the "Exclusive Use") and neither Landlord nor its affiliates or successors or assigns shall permit or suffer any other tenant in the Center to engage in the Exclusive Use except as set forth herein. This Exclusive Use shall not apply to (i) any existing tenant or occupant of the Center, their successors, assigns, and/or replacements, as of the Effective Date, and/or (iii) any premises not owned by Landlord.

**LGH MEDICAL SERVICES
BUILDING, INC.:**

Lessor agrees that for so long as Lessee is actively operating its business in the Leased Premises and is not in default under this Lease, it will not lease, rent, occupy or permit to be occupied or used any space in the Shopping

Center to any other urgent care or family medical primary practice facility. Specifically excluded from the scope of the preceding sentence are (i) current tenants in the Shopping Center and their affiliates and assignees; (ii) any other medical uses not then currently offered by Circle Health, Inc. or its affiliates.

HANSCOM FEDERAL CREDIT
UNION:

Provided Lessee fully and faithfully performs all of its covenants and obligations under this Lease, and provided Lessee continues to operate its permitted use in the demised Premises, Lessor agrees it will not lease any other stores in the Shopping Center for the principal business of a credit union, bank (including savings banks) or Fidelity Investments. This exclusive shall not apply to the premises currently occupied by the Bank of America automatic teller machine (ATM).

AT&T:

Lessor agrees that for so long as Lessee is actively operating its business in the demised premises and is not in default under this lease beyond applicable notice and cure periods, it will not lease, rent, occupy, or permit to be occupied or used any space in the Shopping Center for the sale of the following goods and services to the public as a primary use (the "Exclusive Use"): communication products and services including, but not limited to wireless communications products and services, long and local distances products and services; cable television products and services, internet access products and services, and any substitutes which are the technological evolution of the foregoing. Specifically excluded from the scope of the preceding sentence are anchor tenants and current tenants in the Shopping Center and their affiliates and assignees. The foregoing "primary use" shall mean twenty percent (20%) or more of such tenant's gross sales or display floor area. In the event any premises other than the demised premises shall be leased or occupied for an Exclusive Use in violation of the provisions hereof, then Lessee shall notify Lessor of such use, and Lessee shall be entitled to an abatement equal to fifty percent (50%) of Minimum Rent (the "Reduced Rent"), until such violation is cured. If the violation continues for more than eighteen (18) months, Lessee may elect either (i) to terminate this lease by giving Lessor sixty (60) days prior written notice of termination within sixty (60) days after the end of the eighteen month

period, or (ii) to waive any further rights under this Article and resume payment of the full Minimum Rent under this Lease. Lessee's failure to give notice as aforesaid of its election to terminate this Lease shall be deemed an election by Lessee of the option set forth in (ii).

Bay State PT:

So long as Lessee is not in default under this Lease and is open for business in accordance with Section 1(a) above, Lessor agrees that it will not lease any other space at the Shopping Center to another physical therapy and rehabilitation operator, including chiropractic services and sports injury therapy (the "Exclusivity Right"). In the event Lessor violates the Exclusivity Right without the prior consent of Lessee, and such violation is not cured one hundred twenty (120) days, Lessee's rent shall be reduced to fifty percent (50%) of the then current monthly Minimum Rent until such violation is cured. In the event such violation is not cured for twelve (12) months, Lessee shall have a one-time right, upon written notice to Lessor, to terminate this Lease. If Lessee does not terminate this Lease in accordance with the foregoing, the rent payable by Lessee shall revert to one hundred percent (100%) of the Minimum Rent for the then current month.

Golden Nails:

For so long as Lessee is not in default under the terms of this Lease, Lessor will not lease any space immediately contiguous to the demised premises within the Shopping Center to any business or person that intends to use such space primarily for the purpose of providing manicures and/or pedicures.

Six Brothers Lincoln:

Lessor agrees that for so long as this Lease remains in full force and effect and lessee is not in default hereunder, it will not sign a new lease with an entity which is not currently a tenant in the Shopping Center (a "New Tenant") permitting said New Tenant to sell alcoholic beverages for off-premises consumption.

Starbucks:

Exclusivity. Landlord shall not use or allow any other person or entity (except Tenant) to use any portion of the Property for the sale of (a) freshly ground or whole coffee beans, (b) espresso, espresso-based coffee drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) gourmet, brand-identified brewed coffee, or (e) blended beverages including, without limitation, those containing the following: ice, coffee, espresso, tea, milk, cream, juice

and/or fruit. Notwithstanding the foregoing, any existing tenant whose lease allows it to operate as a retail supermarket (of 30,000 square feet in size or greater) or to sell any of the foregoing products shall not be subject to Tenant's exclusive. Attached hereto as Exhibit F is a list of all such tenants. Except with respect to such a retail supermarket, Landlord agrees that, to the extent that it has reasonable control over such tenant's use and changes in use, it shall exercise control to enforce Tenant's exclusive.. This restriction shall also apply to kiosks and carts.

Supercuts:

The Leased Premises shall be used by Tenant to perform unisex hairstyling, hair coloring, and haircutting services and to perform other services customarily performed at hair salons, including chemical services, waxing services, and manicuring services, and to sell merchandise customarily sold in such establishments (the "Permitted Use"), and for no other use. Subject to the exclusive rights of tenants under leases entered into prior to the date hereof, as set forth on Exhibit G attached hereto, provided such existing tenants' use clauses do not change during the term of this Lease so as to cause a violation of Tenant's Exclusive Use (as defined below), and so long as Tenant is operating the Leased Premises for the Permitted Use, Landlord shall not occupy or use, nor suffer nor permit to be occupied or used any premises (other than the Leased Premises) in the Shopping Center for the purpose of a hair salon or barber shop (the "Exclusive Use"). If for any period of time during the term of this Lease, Landlord violates the Exclusive Use, Tenant shall have the option of (a) reducing its Basic Rent by fifty percent (50%) of the amounts set forth herein; or (b) upon ninety (90) notice to Landlord, Tenant may terminate this Lease. If a rogue tenant in the Shopping Center violates Tenant's Exclusive Use, Tenant shall have the right to the immediate concessions stated in subsections (a) and (b) above, however if Tenant elects to abate its Basic Rent and such rogue tenant violation is not cured within twelve (12) months from Landlord's receipt of Tenant's exclusive violation notice, Tenant must either terminate the Lease as permitted herein or resume paying in full the remaining amount of Basic Rent during the rest of the Lease term.

V&P All Around Fitness:

So long as Lessee is not in default under this Lease and is open for business in accordance with Section 1(a) above, Lessor agrees that it will not lease any other space at the

Shopping Center to another fitness gym specializing in providing strength training and personal training services (the "Exclusivity Right"). The Lessee's Exclusivity Right shall not apply to future tenants occupying 12,500 square feet or more at the Shopping Center. In the event Lessor violates the Exclusivity Right without the prior consent of Lessee, and such violation is not cured within six (6) months, Lessee shall have a one-time right, upon written notice to Lessor within ninety (90) days of the expiration of the six (6) month cure period, to terminate this Lease. If Lessee timely exercises such right to terminate this Lease, then Lessor shall reimburse Lessee for the unamortized costs actually incurred by Lessee related to the Lessee's Work in an amount not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00).

FOURTH AMENDMENT TO LEASE

This FOURTH AMENDMENT TO LEASE (this "Fourth Amendment") is dated as of November 16, 2022 (the "Effective Date") by and between DUDLEY TRADING ASSOCIATES NOMINEE TRUST, a nominee trust u/d/t March 20, 1986 formed under and pursuant to the provisions of the Massachusetts General laws and recorded in the Middlesex North Registry of Deeds in Book 138, Page 49 ("Landlord") and TRIPLE SUSHI, INC., a Massachusetts corporation ("Tenant").

WHEREAS, Landlord and Tenant, as successor in interest to Fu Bin Liu, successor in interest to Mandarin Billerica, Inc., are parties to that certain Lease dated January 29, 2007, as amended by that certain Amendment and Assignment of Lease dated February 6, 2008, that certain Second Amendment and Assignment of Lease dated June 7, 2011, and that certain Third Amendment to Lease dated December 15, 2016 (as amended, the "Lease"), for the lease of certain premises known as Store #5 located at 199 Boston Road, Billerica, MA and is shown as Store #5, as more particularly described in the Lease (the "Premises"); and

and WHEREAS, Landlord and Tenant wish to amend certain provisions of the Lease as set forth herein;

and WHEREAS, Pongsatorn Kanokchanya, an individual, and Yong Hao Wu, an individual, executed a guaranty dated December 9, 2016 in connection with the Third Amendment to Lease in favor of Landlord (the "Original Guaranty"); and

WHEREAS, Tenant has requested and Landlord has agreed to release Yong Hao Wu from his obligations under the Original Guaranty upon the express condition that Substitute Guarantor (as defined herein) enter into a guaranty in favor of Landlord;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree to amend the Lease and release Yong Hao Wu from the Original Guaranty as follows:

AGREEMENT

1. Definitions. Capitalized terms used in this Fourth Amendment shall have the same meanings ascribed to such capitalized terms in the Lease, unless otherwise provided for herein.
2. Modifications. Modifications to Lease:
 - A. Reinstatement. The Lease is hereby reinstated and deemed in full force and effect as of the February 1, 2022 (the "Extension Date").
 - B. Extension. Commencing as of the Extension Date, the term of the Lease shall be extended for seventy-four (74) months such that the expiration date as referenced in the Lease shall be March 31, 2028 (the "Expiration Date").
 - C. Base Rent. Commencing as of the Extension Date, the minimum rent shall be payable according to the following schedule:

Period	Minimum Rent (per annum)	Minimum Rent	Approximate S.F. Minimum Rent
2/1/22 - 1/31/23	\$111,403.50	\$9,283.63	\$14.50
2/1/23 - 1/31/24	\$114,745.61	\$9,562.13	\$14.94
2/1/24 - 1/31/25	\$118,187.97	\$9,849.00	\$15.38
2/1/25 - 1/31/26	\$121,733.61	\$10,144.47	\$15.84

2/1/26 - 1/31/27	\$125,385.62	\$10,448.80	\$16.32
2/1/27 - 3/31/28	\$129,147.19	\$10,762.27	\$16.81

D. CAM Charges. On or before December 15, 2022, in accordance with the terms of the Lease, Tenant shall pay to Landlord Tenant's CAM charges for the calendar year 2021 in the amount of \$2,685.30.

E. Abatement. Provided Tenant is not in default beyond any applicable notice or cure period under this Lease, minimum rent shall be abated in an amount equal to the minimum rent payable during the two (2) month period that commenced on March 1, 2022 and continuing up to and including April 30, 2022 (the "Abatement Period"). In no event shall said Abatement Period be deemed to reduce or eliminate Tenant's obligation to pay Additional Rent, including but not limited to, CAM charges and Real Estate Taxes due to Landlord during the Abatement Period, provided that, notwithstanding anything to the contrary in the Lease, such CAM charges and Real Estate Taxes shall be due to Landlord on or before December 15, 2022.

F. Deferred Rent. Landlord and Tenant acknowledge a certain oral agreement regarding the deferral of Tenant's minimum rent in an amount equal to \$29,803.15 (the "Deferred Rent"). During the period commencing on June 1, 2022 expiring on the Expiration Date, Tenant shall reimburse Landlord for the Deferred Rent in seventy (70) equal monthly installments, each in an amount equal to \$425.76 and to be paid at the same time and in the same manner that Tenant pays monthly minimum rent.

G. Grease Line Replacement. Prior to the Effective Date, Landlord, at Landlord's cost, replaced the grease line at the Premises (the "Grease Line Replacement"). Tenant shall reimburse Landlord in an amount equal to \$97,303.58 for the cost of the Grease Line Replacement, such reimbursement to be paid as follows: (i) \$30,000 payable to Landlord on or before the Effective Date and (ii) \$67,303.58 payable to Landlord as twenty-four (24) equal monthly installments during the period commencing on June 1, 2022 expiring on May 31, 2024, each in an amount equal to \$2,804.32 and to be paid at the same time and in the same manner that Tenant pays monthly minimum rent (collectively, the "Grease Line Replacement Payment").

H. Landlord's Lien. In the event that this Lease terminates prior to the Expiration Date, the remaining balance of the Deferred Rent and the Grease Line Replacement Payment, as applicable, shall be due and payable by Tenant on or before the date of such termination. To secure the payment of the Deferred Rent and the Grease Line Replacement Payment, from and after the Effective Date, Landlord shall have and Tenant grants to Landlord a first lien upon Tenant's furniture, fixtures, equipment and other personal property now or hereafter located at the Premises (the "Personal Property"), which lien may be enforced in equity (the "Landlord's Lien"). Without Landlord's prior written consent, until the Deferred Rent and the Grease Line Replacement Payment have been fully paid and discharged, the Personal Property shall not be removed from the Premises except to the extent reasonably required in the normal course of Tenant's business. The Landlord's Lien shall terminate and be of no further force and effect upon the payment in full and discharge of the Deferred Rent and the Grease Line Replacement Payment. This Section H will survive the expiration or earlier termination of this Lease.

I. Notices. All notices required or permitted by the Lease, as amended hereby, to be delivered to Landlord shall hereafter be delivered as follows:

To Landlord:

c/o KeyPoint Partners, LLC
One Van De Graaff Drive, Suite 402
Burlington, MA 01803
Attn: Alicia C. Busconi
Email: Abusconi@keypointpartners.com

And to: Mintz Levin Cohn Ferris Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111
Attn: Geoffrey H. Smith Esq.

3. Real Estate Brokers. Landlord utilized the services of KeyPoint Partners, LLC (the "Listing Broker") in connection with this Fourth Amendment. Tenant represents to Landlord that Tenant did not involve any other broker in procuring this Fourth Amendment. Landlord shall pay the commission due the Listing Broker per a separate agreement. Tenant hereby agrees to (A) forever indemnify, defend and hold Landlord harmless from and against any commissions, liability, loss, cost, damage or expense (including reasonable attorneys' fees) that may be asserted against or incurred by Landlord (1) by any broker other than the Listing Broker in excess of the amount specified in said separate agreement or (2) as a result of any misrepresentation by Tenant hereunder and (B) discharge any lien placed against the Property by any broker as a result of the foregoing.
4. Substitution of Guaranty. Landlord has agreed to release Yong Hao Wu from his obligations under the Original Guaranty upon the express condition that Kah Peng SOON (the "Substitute Guarantor") enter into a guaranty in favor of Landlord in the form of Exhibit A attached hereto (the "Substitute Guaranty"). Landlord hereby consents to such replacement of Yong Hao Wu under the Original Guaranty with such Substitute Guaranty. Upon the full execution and delivery of this Amendment and the Substitute Guaranty, Yong Hao Wu shall be deemed released from his obligations under the Original Guaranty. The guaranty and obligations of Pongsatorn Kanokchanya under the Original Guaranty shall remain in full force and effect and are not affected or modified in any way by this Fourth Amendment.
5. Governing Law. This Fourth Amendment shall be governed by and construed in accordance with the laws of the State of Massachusetts (without regard to conflicts of law).
6. Ratification of Lease. Except as modified hereby, all other terms and conditions of the Lease remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto. Tenant accepts the Premises in its "as is" and "where is" condition. Tenant represents and warrants to Landlord that as of the date of Tenant's execution of this Fourth Amendment: (a) Tenant is not in default under any of the terms and provisions of the Lease; (b) Landlord is not in default in the performance of any of its obligations under the Lease and Tenant is unaware of any condition or circumstance which, with the giving of notice or the passage of time or both, would constitute a default by Landlord; (c) Landlord has completed, to Tenant's satisfaction, any and all improvements to the Premises and has paid any and all allowances required of it under the Lease; and (d) Tenant has no defenses, liens, claims, counterclaims or right to offset against Landlord or against the obligations of Tenant under the Lease. Tenant acknowledges, confirms, and agrees that Tenant has no right or option to expand the Premises or to extend, renew or terminate the Lease except as may be provided in this Fourth Amendment.
7. Limitation of Liability. Neither Landlord nor any officer, director, member or employee of Landlord nor any owner of the Building, whether disclosed or undisclosed, shall have any personal liability with respect to any of the provisions of the Lease, as hereby amended, or the Premises, and if Landlord is in breach or default with respect to Landlord's obligations under the Lease, as hereby amended, or otherwise, Tenant shall look solely to the interest of Landlord in the Building for the satisfaction of Tenant's remedies or judgments.
8. Entire Agreement. This Fourth Amendment, in conjunction with the Lease, constitutes the entire agreement of Landlord and Tenant with respect to the subject matter hereof and supersedes all oral and written agreements and understandings made and entered into by the parties prior to the date hereof.
9. Multiple Counterparts. This Fourth Amendment may be executed in multiple counterparts, all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the Effective Date stated above.

TENANT:

Triple Sushi, Inc.,
a Massachusetts corporation

By: [Signature]
Name:
Title:
Date: 11/16/2022

LANDLORD:

Dudley Trading Associates Nominee Trust,
a nominee trust

By: [Signature]
Name: Jonathan T. Kane
Title: Trustee, Dudley Trading Associates Nominee Trust
Date: 5/19/25

Acknowledged and agreed to by:

GUARANTORS:

Wan Nmanv.
Pongsatorn Kanokchanya

[Signature]
Kah Peng SOON

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE ("Amendment") is made and entered into ⁹ this December, 2016, by and between DUDLEY TRADING ASSOCIATES NOMINEE TRUST, a nominee trust u/d/t March 20, 1986 formed under and pursuant to the provisions of the Massachusetts General laws and recorded in the Middlesex North Registry of Deeds in Book 138, Page 49, having a usual place of business at 33 Rices Lane, Westport, Connecticut 06880 (hereinafter referred to as the "Lessor") and TRIPLE SUSHI, INC., a Massachusetts corporation having a usual place of business at 199 Boston Road, Billerica, MA 01862 (hereinafter referred to as the "Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee, as successor in interest to Fu Bin Liu, successor in interest to Mandarin Billerica, Inc., are parties to that certain lease dated January 29, 2007, which was amended by Amendment and Assignment of Lease dated February 6, 2008, and by Second Amendment and Assignment of Lease dated June 7, 2011 (hereinafter collectively referred to as the "Lease"), for the lease of certain premises having approximately 7,683 rentable square feet and being known as the "Demised Premises" (or the "demised premises"). The Demised Premises is located in the TREBLE COVE PLAZA (the "Shopping Center") at 199 Boston Road, Billerica, MA and is shown as Store #5 on the Site Plan which is attached as Exhibit A to the Lease and incorporated therein;

WHEREAS, Lessor and Lessee desire to modify the terms of the Lease in several respects;

NOW, THEREFORE, in consideration of One Dollar and for other good and valuable consideration, the receipt whereof is acknowledged by the parties hereto, Lessor and Lessee agree as follows:

1. Article II, Section 1(a) of the Lease is hereby amended by extending the term of the Lease for a period of five (5) years, hereafter terminating on January 31, 2022 ("Extension Term").
2. Article II, Section 4 of the Lease is hereby deleted in its entirety and shall be of no further force or effect.
3. Article III, Section 1(e) of the Lease, is hereby deleted and replaced with the following:

"Beginning on February 1, 2017 and continuing through and including January 31, 2019, Lessee shall pay minimum rent at the rate of NINETY-TWO THOUSAND EIGHT HUNDRED EIGHTY-SEVEN AND 47/100 DOLLARS (\$92,887.47) per annum, payable in equal monthly installments of SEVEN THOUSAND SEVEN HUNDRED FORTY AND 62/100 DOLLARS (\$7,740.62) on the first day of each calendar month included within the Extension Term of the Lease."

4. Article III, Section 1 of the Lease is hereby modified by the addition of the following:

(f) Beginning on February 1, 2019 and continuing through and including January 31, 2021, Lessee shall pay minimum rent at the rate of ONE HUNDRED ELEVEN THOUSAND FOUR HUNDRED THREE AND 50/100 DOLLARS (\$111,403.50) per annum, payable in equal monthly installments of NINE THOUSAND TWO HUNDRED EIGHTY-THREE AND 63/100 DOLLARS (\$9,283.63) on the first day of each calendar month included within the Extension Term of the Lease. Notwithstanding the foregoing, minimum rent shall be abated for the month of January 2020, provided Lessee is not then in default of the terms of the Lease.

(g) Beginning on February 1, 2021 and continuing through and including January 31, 2022, Lessee shall pay minimum rent at the rate of ONE HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED FIFTY-EIGHT AND 43/100 DOLLARS (\$116,858.43) per annum, payable in equal monthly installments of NINE THOUSAND SEVEN HUNDRED THIRTY-EIGHT AND 20/100 DOLLARS (\$9,738.20) on the first day of each calendar month included within the Extension Term of the Lease."

5. Effective as of February 1, 2017, Article III, Section 2 of the Lease, as previously amended, is hereby modified by the addition of the following:

→ "Section 2(a). Lessee agrees to pay to Lessor during the term of this Lease or any extension or renewal hereof, as additional rent, a percentage rent with respect to each lease year in the amount equal to five percent (5%) of Lessee's gross sales (as defined below) in excess of the natural breakpoint for each lease year of the term hereof; prorated for any partial lease year during the Term. For purposes hereof, the natural breakpoint shall be \$1,857,749.40 for the first lease year of the Extension Term and thereafter the amount by which five percent (5%) of Gross Sales exceed sum of the annual Minimum Rent paid by Lessee for each respective lease year thereafter. Lessee agrees to deliver to Lessor, within fifteen (15) days after the end of each calendar month during the Extension Term, a complete report, certified by a certified public accountant or by a financial officer of Lessee, showing the Gross Sales made by Lessee from the Premises during the prior calendar month. The term "Gross Sales" means the sum of all sales of goods, services, and all other income and receipts whatsoever of all business conducted at, upon, or from the Premises (whether made for cash, on credit, or otherwise), and shall include, but not be limited to such sales and services: (i) where the orders therefor originate or are accepted at the Premises, but delivery or performance thereof is made elsewhere; (ii) pursuant to mail, telephone, facsimile, electronic mail, the Internet, or other similar or electronic means; and/or (iii) by means of an Internet kiosk, computer terminal, merchandise or other vending devices in the Premises. If any one or more departments or other divisions of Lessee's business shall be sublet or conducted by any person, firm or corporation other than Lessee, (which reference as used in this Article and elsewhere in this Lease shall not be construed to grant Lessee any permission to sublease or permit others to occupy any portion of the Premises other than as hereinafter expressly provided), then there shall be included in Gross Sales all the sales of such departments or divisions, whether such sales be made at the Premises or elsewhere, in the same manner and with the same effect as if the business or sales of such departments and divisions of Lessee's business had been conducted by Lessee. Gross

Sales shall not include sales of merchandise for which cash has been refunded, or allowances made on merchandise claimed to be defective or unsatisfactory, provided they shall have been included in Gross Sales; and there shall be deducted from Gross Sales the sales price of merchandise returned by customers for exchange, provided that the sales price of merchandise delivered to the customer in exchange shall be included in Gross Sales. Gross Sales shall not include the amount of any use or sales tax imposed by any federal, state, municipal or governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or absorbed therein and paid by Lessee to such governmental authority. No franchise or capital stock tax and no income or similar tax based upon income or profits as such shall be deducted from Gross Sales in any event whatsoever. Each charge or sale upon installment or credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when Lessee shall receive payment (whether full or partial) therefor.

Lessee agrees to keep on the Premises or at Lessee's principal office, in accordance with recognized sound accounting practices, accurate and detailed records and accounts of Lessee's Gross Sales for such periods. All such records and accounts and all supporting data shall be retained and preserved by Lessee for a period of at least three (3) years. In the event Lessee fails to deliver to Lessor monthly reports of Lessee's Gross Sales within fifteen (15) days after the end of each calendar month during the Term hereof, Lessor shall have the right to have Lessee's auditors make an audit of the records and accounts for the purpose of verifying the amount of Gross Sales. Lessee shall pay, as Additional Rent, the cost of Lessor's audit."

6. Effective as of February 1, 2017, Article III, Section 3 of the Lease, is hereby deleted and replaced with the following:

"Section 3. Real Estate Taxes and Other Charges: In addition to the minimum rent referenced above, Lessee shall pay to Lessor during the term of this lease, as the same may be extended from time to time, in the manner hereinafter provided as additional rent ("Additional Rent") the Lessee's Share (as hereinafter defined) of:

- (1) all taxes, governmental assessments (including assessments for benefits from public works or improvements, whether or not begun or completed prior to the commencement of the term of this lease and whether or not to be completed within said term, as it may be extended from time to time), levies, fees, water and sewer rents and charges and all other governmental charges, general and special, ordinary and extraordinary, whether or not the same shall have been within the express contemplation of the parties hereto, together with any interest and penalties thereon, which taxes, governmental assessments, levies, fees, rents or charges are at any time imposed or levied upon or assessed against:

- (a) the land, building and improvements comprising the Shopping Center, or

- (b) this lease or the leasehold estate hereby created on which taxes, assessments, levies, fees, rates or charges arise in respect of the operation, possession, occupancy or use of the demised premises.

(2) all governmental charges relating to the use and occupancy of the demised premises or any portion thereof (all of the foregoing being hereinafter called "Impositions").

Lessee's Share of such Impositions shall be calculated based on the ratio of the total square footage of rentable gross floor area in the demised premises, which Lessor represents is approximately 7,683 rentable square feet, to the total square footage of the rentable gross floor area of the buildings in the Shopping Center, which Lessor represents is approximately 121,793 square feet. Lessee's Share shall be 6.31% and is currently estimated at \$3.07 per square foot. The amount of any Imposition payable by Lessee for and with respect to the first and last years of the term of this Lease shall be such amounts in each instance computed by multiplying the amount of such Impositions that would be payable by Lessee if such years were complete calendar years, by a fraction, the numerator of which shall be the number of days in the calendar year falling within the term of this lease as it may be extended from time to time and the denominator of which shall be 365.

The manner of payment of the amount of all Impositions by Lessee to Lessor shall be as follows: Lessee shall pay to Lessor for each lease year during the term of this Lease, as additional rent, a sum equal to what Lessee's Share of such Impositions is estimated to be based upon the current fiscal year. Such additional rent shall be payable in equal monthly installments on the first day of each and every month in advance (and a proportionate amount shall be payable for any partial month included in the term hereof), representing minimum payments on account of Lessee's Share of the real estate taxes for the Shopping Center. Within sixty (60) days after the end of the fiscal tax year during the term of the lease as it may be extended from time to time, there shall be an adjusted calculation based on the percentage square foot area in the demised premises and the actual Impositions, as hereinbefore enumerated. There shall be credited against the Lessee's share of such Impositions all amounts paid on account by Lessee, as hereinbefore provided, and Lessee shall, within fifteen (15) days after receipt of a bill for the same, pay to the Lessor any balance then owing. If the adjusted calculation establishes that Lessee has overpaid its pro rata share of such Impositions then Lessee may credit such amount against its next due rent. If such credit should accrue at the end of the term of this Lease, then Lessor shall forward Lessee a check in the amount of such due credit within thirty (30) days of Lessor's receipt of its final bill for real estate taxes and/or other Impositions. The monthly real estate tax charge referenced above shall be adjusted by Lessor if necessary at the end of each calendar year during the term of the lease to reconcile such charge with the actual charges for the preceding calendar year.

7. Effective as of February 1, 2017, Article V, Section 3 of the Lease, is hereby deleted and replaced with the following:

"Section 3. In addition to the minimum rent and the additional rent referenced in Article III, Section 3 above, Lessee shall pay to Lessor during the term of this lease, as the same may be extended from time to time, in the manner hereinafter provided as additional rent a sum equal to Lessee's pro rata share of the cost of maintaining the common facilities in the Shopping Center (hereinafter referred to as "CAM charges"). Lessee's pro rata share of CAM charges shall be calculated based on the ratio of the total square footage of rentable gross floor area in the demised premises, which Lessor represents is approximately 7,683 square feet, to the total square footage of the rentable gross floor area of the buildings in the Shopping Center, which Lessor represents is approximately 121,793 square feet. Lessee's Share shall be 6.31% and is currently estimated at \$2.02 per square foot. The amount of CAM charges payable by Lessee for and with respect to the first and last years of the term of the Lease, as the same may be extended, shall be such amounts in each instance computed by multiplying the amount of such charges that would be payable by Lessee if such years were complete calendar years, by a fraction, the numerator of which shall be the number of days in the calendar year falling within the term of this lease and the denominator of which shall be 365.

The costs which shall be apportioned shall include any and all costs applicable to the maintenance of the common facilities of the Shopping Center, including, without limiting the generality of the foregoing, the cost of (1) comprehensive public liability insurance on the common facilities; fire and extended coverage insurance on the buildings in the Shopping Center; and sewer and water charges billed to the Shopping Center as a whole for the common area; (2) cleaning snow, sanding, policing, lighting, sweeping, pest control, line painting, landscaping and/or repair of any of the common facilities, and/or drainage or utility lines in or under the common areas; (3) repair and/or replacement of the life safety systems, lights or lighting facilities; (4) lighting and maintaining such signs and advertising devices as Lessor may maintain or erect calling attention to the Shopping Center; (5) cost of trash cans, benches, planters and painting the exterior of the Shopping Center building; (6) expenditures which are of a capital nature as reasonably determined by Lessor in accordance with generally accepted accounting principles, such as but not limited to roof repairs and major parking lot rehabilitation, shall be prorated on an annual basis over the useful life of the improvement or facility so replaced; and (7) a management fee of 5% on all of the foregoing. In computing such costs, real estate taxes and assessments on the common facilities shall be excluded. If Lessor shall operate any of such facilities at special times or incur any other special costs in the operation of such facilities at the request of Lessee alone or with others, Lessor may, in its sole judgment, charge Lessee for all or a portion of such special costs on such reasonable basis as Lessor shall determine.

The manner of payment of the amount of CAM charges by Lessee to Lessor shall be as follows: Lessee shall pay to Lessor for each year during the term of the Lease, as the same may be extended, as Additional Rent, a sum equal to what Lessee's Share of such CAM charges will be based upon the next year's budget. Such additional rent shall be payable in equal monthly installments on the first day of each and every month in advance (and a proportionate amount shall be payable for any partial month included in the term hereof), representing minimum payments on account of Lessee's Share of the CAM charges for the Shopping Center. Within one hundred and twenty (120) days after the expiration of each twelve month period during the term of the lease, there shall be a final prorated calculation based on the percentage square foot area in the demised premises and the actual common areas costs, as hereinbefore enumerated. There shall be credited against the Lessee's share of such costs all amounts paid on account by Lessee, as hereinbefore provided, and Lessee shall, within fifteen (15) days after receipt of a bill for the same, pay to the Lessor any balance then owing. If the adjusted calculation establishes that Lessee has overpaid its pro rata share of such CAM charges then Lessee may credit such amount against its next due rent. If such credit should accrue at the end of the term of this Lease, then Lessor shall forward to Lessee a check in the amount of such due credit within thirty (30) days of Lessor's final prorated calculation of the actual common area costs, as hereinbefore enumerated. The monthly CAM charge shall be adjusted by Lessor if necessary at the end of each calendar year during the term of the lease in order to reconcile such charge with the actual charges for the preceding period.

8. Pongsatorn Kanokchanya and Yong Hao Wu (collectively, "Guarantor") shall each unconditionally and absolutely guarantee the due and punctual payment, performance and observance of the obligations of Lessee under the Lease, as amended hereby, by executing and delivering to Lessor a guaranty in the form of Exhibit A (the "Guaranty").
9. Except as heretofore amended, all other terms and conditions of the Lease are hereby ratified by Lessor and Lessee and shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURES TO FOLLOW]

EXHIBIT A

Guaranty

Lease, dated as of January 29, 2007, between Dudley Trading Associates Nominee Trust, as Lessor and Triple Sushi, Inc., as successor in interest to Lessee, as amended by Amendment and Assignment of Lease dated February 6, 2008, and by Second Amendment and Assignment of Lease dated June 7, 2011 this Third Amendment to Lease dated _____, 2016 (hereinafter collectively, the "Lease").

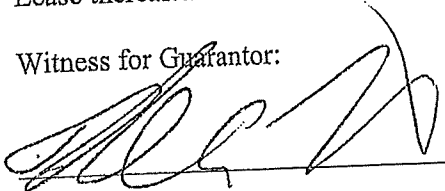
FOR VALUE RECEIVED AND IN CONSIDERATION OF, and as an inducement for the execution and delivery of the within Third Amendment to Lease, the undersigned, Pongsatorn Kanokchanya, an individual and Yong Hao Wu, an individual (collectively, the "Guarantor") hereby guarantees to Lessor, its heirs, executors, administrators, successors and assigns, the full and prompt payment of Rent, including, but not limited to, any and all other sums and charges payable by Lessee, Lessee's heirs, executors, administrators, successors and assigns, under the Lease, and hereby further guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by Lessee under the Lease; and Guarantor hereby covenants and agrees to and with Lessor that if default shall at any time be made by Lessee, in the payment of the Rent and/or any other such sums and charges payable by Lessee under the Lease, or if Lessee should default in the performance and observance of any of the terms, covenants, provisions or conditions contained in the Lease, Guarantor shall and will forthwith pay such rent and other such sums and charges to Lessor, and any arrears thereof, and shall, and will, forthwith pay to Lessor all damages that may arise in consequence of any default by Lessee under the Lease, including, without limitation, all reasonable attorneys' fees and disbursements incurred by Lessor or caused by any such default and/or by the enforcement of this Guaranty. This Guaranty is an absolute and unconditional irrevocable Guaranty of payment and of performance. It shall be enforceable against Guarantor, without the necessity for any suit or proceedings on Lessor's part of any kind or nature whatsoever against Lessee, and without necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall not be terminated, affected, diminished or impaired by reason of the assertion, or the failure to assert, by Lessor against Lessee, of any of the rights or remedies reserved to Lessor pursuant to the provisions of the Lease. This Guaranty shall be a continuing Guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified, or diminished by reason of an assignment or subletting of the Lease, or by reason of any renewal, modification or extension of the Lease, or by reason of any modification or waiver of or change in any terms, covenants, conditions or provisions of the Lease between Lessor and Lessee, or by reason of an extension of time that may be granted by Lessor to Lessee, or by reason of any dealings or transactions between Lessor and Lessee, whether or not notice thereof is given to Guarantor. All of Lessor's rights and remedies under the Lease or under this Guaranty are intended to be distinct, separate and cumulative, and no such right and

remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

In the event that Guarantor is a corporation, then Guarantor shall deliver to the Lessor, a Clerk's Certificate or Secretary's Certificate, in a form reasonably satisfactory to Lessor, confirming that the execution of this Guaranty has been duly authorized.

This Guaranty shall continue and be in full force and effect as to any obligations arising under the Lease through the expiration of the current term and any extension periods. Guarantor shall not be liable for the performance of any obligations arising under the Lease thereafter.

Witness for Guarantor:



GUARANTORS:

WSN Amard.

Pongsatorn Kanokchanya

Yong Hao Wu

STATE OF MA)

) ss.:
COUNTY OF Middlesex

On this 9 day of December, 2016, before me, the undersigned notary public, personally appeared Pongsatorn Kanokchanya, proved to me through satisfactory evidence of identification which was Driver's License, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose.

Kristine M. Smith
Notary Public Kristine M. Smith

My commission expires: 3/26/21

STATE OF MA)
) ss.:
COUNTY OF Middlesex

On this 9 day of December, 2016, before me, the undersigned notary public, personally appeared Yong Hao Wu, proved to me through satisfactory evidence of identification which was Driver's License, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose.

Kristine M. Smith
Notary Public Kristine M. Smith

My commission expires: 3/26/21

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the dates set forth below.

LESSOR:

Dudley Trading Associates Nominee Trust,
a nominee trust

By: *[Signature]*

Name: Jonathan F Kane

Title: President, Marathon Realty Corp.

Date: it's General Partner 12/15/16

LESSEE:

Triple Sushi, Inc.,
a Massachusetts corporation

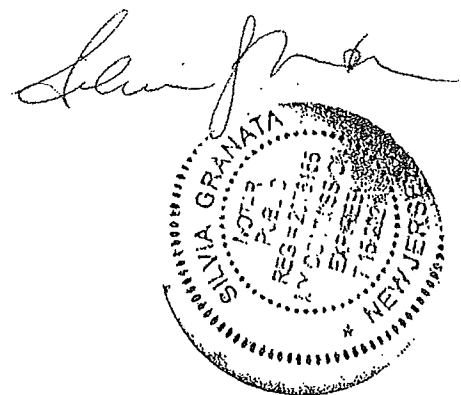
By: WJNW AMONAI

Name: PONGSATORN KANOKCHANYA

Title: Owner

Date: 12/09/2016

Jonathan Kane appeared before me on 12/15/2016, the undersigned notary public.



61250122v.2

SECOND AMENDMENT AND ASSIGNMENT OF LEASE

THIS SECOND AMENDMENT AND ASSIGNMENT OF LEASE is made and entered into this 7th day of June, 2011 (the "Effective Date"), by and among , FU BIN LIU ("Assignor"), TRIPLE SUSHI INC., a Massachusetts Corporation with its principal place of business at 199 Boston Road, North Billerica, MA ("Assignee") and DAVID K. WANGER, AS TRUSTEE OF DUDLEY TRADING ASSOCIATES NOMINEE TRUST and not individually, a nominee trust under date of March 20, 1986, formed under and pursuant to the provisions of the Massachusetts General Laws and recorded in Middlesex North Registry of Deeds in Book 138, Page 49, having an usual place of business in Newton, Massachusetts ("Lessor").

WITNESSETH:

WHEREAS, Lessor entered into a lease dated January 29, 2007 with MANDARIN BILLERICA, INC., Assignor's predecessor-in-interest (hereinafter the "Lease") for the demised premises, comprised of space measuring approximately 7,683 square feet and shown as Store #5 on the plan attached to the Lease as Exhibit A (the "demised premises");

WHEREAS, MANDARIN BILLERICA, INC. assigned all of its right, title and interest in the Lease to the Assignor by executing the Amendment and Assignment of Lease dated February 6, 2008 which was further amended by a letter agreement dated February 1, 2010;

WHEREAS the Assignor desires to assign all its right, title and interest in the Lease to the Assignee, and the Assignee desires to accept such assignment.

WHEREAS, Lessor is prepared to consent to said assignment, subject to satisfaction of certain conditions set forth below;

NOW, THEREFORE, in consideration of One Dollar and for other good and valuable consideration, the receipt whereof is acknowledged by the parties hereto, Assignor, Assignee and Lessor agree as follows:

1. Assignor hereby assigns and transfers all its right, title and interest in the Lease to Assignee, to have and to hold the same from the date first stated above, subject to all the terms, covenants, conditions, and provisions therein contained.
2. Assignee accepts this assignment and assumes and agrees to perform in a direct obligation to Lessor, all of the terms, covenants, obligations, conditions and provisions of the Lease, as though the Assignee were the original signatory to the Lease as Lessee, subject to the amendments set forth below.

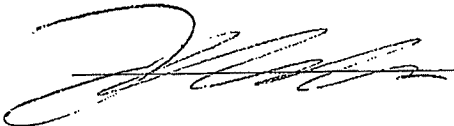
3. Assignee and Lessor agree that beginning on July 1, 2011 and continuing to and including January 31, 2014, the Assignee shall pay minimum rent at the rate of ONE HUNDRED THOUSAND EIGHT HUNDRED EIGHTY FOUR DOLLARS AND ZERO CENTS (\$100,884.00) per annum payable in equal monthly installments of EIGHT THOUSAND FOUR HUNDRED SEVEN DOLLARS AND ZERO CENTS (\$8,407.00) on the first day of each calendar month included within the term of the Lease.
4. Assignee and Lessor further agree that from February 1, 2014 to and including January 31, 2017, the Assignee shall pay minimum rent at the rate of ONE HUNDRED EIGHT THOUSAND FOUR HUNDRED FIFTY SIX DOLLARS AND ZERO CENTS (\$108,456.00) per annum, payable in equal monthly installments of NINE THOUSAND THIRTY EIGHT DOLLARS AND ZERO CENTS (\$9,038.00) on the first day of each calendar month included within the term of the Lease.
5. In further consideration for Lessor's consent to this amendment, FU BIN LIU hereby ratifies and confirms that his GUARANTEE AND INDEMNITY, executed on or about February 6, 2008, shall remain in full force and effect for the duration of the Lease and any extensions, if applicable.
6. Except as heretofore amended and/or extended, all other terms and conditions set forth of the Lease are hereby ratified and confirmed by Lessor and Assignee and shall remain in full force and effect with respect to the Demised Premises until the expiration of the Lease and any extension, if applicable.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to counterparts hereof, the day and year first above written.

Signed, sealed and delivered
in the presence of

FU BIN LIU
ASSIGNOR

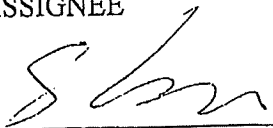
As to Assignor



Signed, sealed and delivered
in the presence of

TRIPLE SUSHI INC.
ASSIGNEE

As to Assignee


Its duly authorized representative

Shuo Tong Zou

Signed, sealed and delivered
in the presence of

DAVID K. WANGER, TRUSTEE of
DUDLEY TRADING ASSOCIATES
NOMINEE TRUST

LESSOR

Mary C. Nardone
As to Lessor

David K. Wanger
David K. Wanger, as Trustee and not
Individually

AMENDMENT AND ASSIGNMENT OF LEASE

THIS AMENDMENT AND ASSIGNMENT OF LEASE is made and entered into this 6th day of February, 2008 (the "Effective Date"), by and among, MANDARIN BILLERICA, INC. a Massachusetts corporation with a usual place of business in Billerica, Massachusetts ("Assignor"), FU LIN LIU, an individual who resides in _____ ("Assignee") and DAVID K. WANGER, AS TRUSTEE OF DUDLEY TRADING ASSOCIATES NOMINEE TRUST and not individually, a nominee trust under date of March 20, 1986, formed under and pursuant to the provisions of the Massachusetts General Laws and recorded in Middlesex North Registry of Deeds in Book 138, Page 49, having an usual place of business in Newton, Massachusetts ("Lessor").

WITNESSETH:

WHEREAS, Lessor entered into a lease dated January 29, 2007 with Assignor (hereinafter the "Lease") for the demised premises, comprised of space measuring approximately 7,683 square feet and shown as Store #5 on the plan attached to the Lease as Exhibit A (the "demised premises");

WHEREAS, Assignor desires to assign all its right, title and interest in the Lease to the Assignee, and the Assignee desires to accept such assignment.

WHEREAS, Lessor is prepared to consent to said assignment, subject to satisfaction of the several conditions set forth below;

NOW, THEREFORE, in consideration of One Dollar and for other good and valuable consideration, the receipt whereof is acknowledged by the parties hereto, Assignor, Assignee and Lessor agree as follows:

1. Assignor hereby assigns and transfers all its right, title and interest in the Lease to Assignee, to have and to hold the same from the date first stated above, subject to all the terms, covenants, conditions, and provisions therein contained.
2. Assignee accepts this assignment and assumes and agrees to perform in a direct obligation to Lessor, all of the terms, covenants, obligations, conditions and provisions of the Lease, as though the Assignee were the original signatory to the Lease as Lessee, subject to the amendments set forth below.

3. Article III, Section 1(a) is amended by deleting the first sentence of that paragraph and replacing it with the following language: During the period from February 1, 2008 to and including January 31, 2010, the Assignee shall pay minimum rent at the rate of EIGHTY FIVE THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS AND ZERO CENTS (\$85,716.00) per annum, payable in equal monthly installments of SEVEN THOUSAND ONE HUNDRED FORTY THREE DOLLARS AND ZERO CENTS (\$7,143.00) on the first day of each calendar month included within said period. Notwithstanding the foregoing, the Assignee has requested, and Lessor has granted Assignee four (4) months of free rent during its anticipated build-out period to transform the use of the demised premises from a Chinese restaurant to a Japanese steakhouse, meaning that Assignee is not obligated to begin paying minimum rent until June 1, 2008.
4. Article III, Section 1(b) is amended by deleting the first sentence of that paragraph and replacing it with the following language: During the four (4) year period covering the fourth, fifth, sixth and seventh years of the term, from February 1, 2010 to and including January 31, 2014, the Assignee shall pay minimum rent at the rate of ONE HUNDRED THOUSAND EIGHT HUNDRED EIGHTY FOUR DOLLARS AND ZERO CENTS (\$100,884.00) per annum payable in equal monthly installments of EIGHT THOUSAND FOUR HUNDRED SEVEN DOLLARS AND ZERO CENTS (\$8,407.00) on the first day of each calendar month included within the term of this lease.
5. Article III, Section 1(c) is amended by deleting the first sentence of that paragraph and replacing it with the following language: During the final three (3) years of the term, from February 1, 2014 to and including January 31, 2017, the Assignee shall pay minimum rent at the rate of ONE HUNDRED EIGHT THOUSAND FOUR HUNDRED FIFTY SIX DOLLARS AND ZERO CENTS (\$108,456.00) per annum, payable in equal monthly installments of NINE THOUSAND THIRTY EIGHT DOLLARS AND ZERO CENTS (\$9,038.00) on the first day of each calendar month included within the term of this lease.
6. Article III, Section 2 is amended by deleting the first sentence of that paragraph and replacing it with the following language: Assignee agrees to keep on deposit with Lessor the sum of THIRTY FIVE THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS AND ZERO CENTS (\$35,715.00) (the "Security Deposit") payable simultaneously with Assignee's execution of this Amendment and Assignment of Lease. Said Security Deposit shall be held as security for the payment of rents and the faithful performance of Assignee's obligations under the Lease. If Assignee is not in default under the Lease as of January 1, 2010, then the amount of the Security Deposit shall be reduced to TWENTY ONE THOUSAND FOUR HUNDRED TWENTY NINE DOLLARS AND ZERO CENTS (\$21,429.00), which is equal to three (3) months of minimum rent. If such a reduction is made, then Lessor shall return

to Assignee on or before January 31, 2010 the amount of FOURTEEN THOUSAND TWO HUNDRED EIGHTY SIX DOLLARS AND ZERO CENTS (\$14,286.00) from the original Security Deposit, without interest.

7. Simultaneously with Assignee's execution of this document, and in further consideration for Lessor's consent to this amendment and assignment, FU BIN LIU has executed and forwarded to Lessor a GUARANTEE AND INDEMNITY, in the form attached hereto as Exhibit B.
8. Assignor acknowledges that pursuant to Article XIII of the Lease, it is within the Lessor's sole discretion whether to approve Assignor's request to make an assignment of the Lease to Assignee. Lessor has exercised due care in considering this request and has decided to approve the assignment subject to certain conditions stated herein. Among those conditions is Assignor's payment of two (2) of the four (4) months of free rent granted to Assignee in Paragraph 3 above. Assignor has decided to pay that amount, which totals FOURTEEN THOUSAND TWO HUNDRED EIGHTY SIX DOLLARS AND ZERO CENTS (\$14,286.00) from the TWENTY FIVE THOUSAND DOLLAR (\$25,000.00) security deposit that Lessor has been holding from Assignor. Upon the full execution of this document by all the parties hereto, and upon Assignee's payment of THIRTY FIVE THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS AND ZERO CENTS (\$35,715.00) as its Security Deposit, Lessor shall return TEN THOUSAND SEVEN HUNDRED AND FOURTEEN DOLLARS AND ZERO CENTS (\$10,714) to Assignor. Assignor acknowledges that Lessor's return of said amount shall satisfy all of Lessor's obligations to Assignor under the Lease.
9. The Guarantee and Indemnity duly executed by Michael Cheng dated January 29, 2007 shall remain in full force and effect with respect to Assignee's obligations under the Lease.
10. The Guarantee and Indemnity duly executed by Yau Hing Tai dated January 29, 2007 shall remain in full force and effect with respect to Assignee's obligations under the Lease.
11. Assignor and Lessor represent (a) that the Lease constitutes the entire understanding between them, (b) there are no defaults under the Lease, and (c) to the best of their knowledge they are not presently aware of any circumstances that could ripen into default with the passage of time.

12. Lessor, as of the Effective Date, forever releases and discharges Assignor, its agents, employees, legal representatives, affiliates, subsidiaries, directors and officers from all manner of action or actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, controversies, agreements, promises, damages, judgments, exceptions, claims or demands whatsoever, in law or in equity, which it may have under the Lease or relating to the Demised Premises, provided, however, that the foregoing shall not be deemed to release or obviate the obligations of Michael Cheng and Yau Hing Tai pursuant to their respective Guarantee and Indemnity referenced in Paragraphs 9 and 10 above.
13. Assignor, as of the Effective Date, forever releases and discharges Lessor, its agents, legal representatives, affiliates, subsidiaries, directors and officers from all manner of action or actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, controversies, agreements, promises, damages, judgments, exceptions, claims or demands whatsoever, in law or in equity, which it may have under the Lease or relating to the Demised Premises.
14. Article VII, Section 1 is amended by deleting its first sentence and replacing it with the following language: Assignee shall use the demised premises for the operation of a Chinese and Japanese restaurant in Hibachi style and for no other purpose. Lessor hereby consents to Assignee's trade name of "Nana Japanese Steak House".
15. Article VII, Section 2 is amended by deleting the second sentence in that paragraph and replacing it with the following language: Assignee will install and/or maintain state-of-the-art grease collection and containment systems, exhaust systems and roof fans in the kitchen area and above each of the hibachi tables in the seating areas of the restaurant. Lessor hereby consents to Assignee's making interior renovations to the demised premises, including without limitation installing eight (8) Hibachi tables and four (4) exhaust systems, as long as that ratio is acceptable to permitting and regulatory officials. All renovation work must be performed in a workmanlike manner with all necessary governmental permits in place and pursuant to stamped and professionally prepared plans which will have been approved in writing and in advance by Lessor, said approval not to be unreasonably withheld.
16. Lessor and Assignee hereby warrant and represent that (a) the Lease being assigned and incorporated herein by reference has not been amended, terminated, or modified in any respect except as herein noted; (b) the Lease is in full force and effect and that Assignor is current in the payment of its rent and has paid all amounts due to Lessor as of the Effective Date of this Assignment.

17. Except as heretofore amended and/or extended, all other terms and conditions set forth of the Lease are hereby ratified and accepted by Lessor and Assignee and shall remain in full force and effect with respect to the Demised Premises until the expiration of the Lease and any extension, if applicable.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to Counterparts hereof, the day and year first above written.

Signed, sealed and delivered
in the presence of

Xueying Cao
As to Assignor

MANDARIN BILLERICA, INC.

ASSIGNOR

[Signature]
Its duly authorized representative
YAU HING TAI

Signed, sealed and delivered
in the presence of

J. Liu
As to Assignee

FU LIN LIU

ASSIGNEE

[Signature]
51 LOUIS ST HYANNIS MA 02601

Signed, sealed and delivered
in the presence of

Nancy Gould
As to Lessor

DAVID K. WANGER, TRUSTEE of
DUDLEY TRADING ASSOCIATES
NOMINEE TRUST

LESSOR

[Signature]
David K. Wanger, as Trustee and not
Individually

EXHIBIT A TO AMENDMENT AND
ASSIGNMENT

THIS INDENTURE made this 29th day of January, 2007 (the "Effective Date of this Lease") by and between David K. Wanger, as Trustee of DUDLEY TRADING ASSOCIATES NOMINEE TRUST and not individually, a nominee trust under date of March 20, 1986, formed under and pursuant to the provisions of the Massachusetts General Laws and recorded in Middlesex North Registry of Deeds in Book 138, Page 49, having an usual place of business in Newton, Massachusetts, hereinafter with its successors and assigns called the "Lessor", and MANDARIN BILLERICA, INC., a Massachusetts Corporation having an usual place of business in Billerica, Massachusetts, hereinafter with its successors and assigns called the "Lessee".

WITNESSETH:

ARTICLE I DEFINITIONS AND PREMISES

Section 1. The term "demised premises", as used herein shall mean the specific store leased by Lessor to the Lessee in the Shopping Center (as hereinafter defined). The demised premises containing approximately 7,683 square feet are shown as Store #5 on the plan attached hereto as Exhibit A and made a part hereof.

Section 2. The term "Shopping Center", as used herein, shall mean and include the land and the buildings presently constituting the Treble Cove Plaza at 199 Boston Road, North Billerica, Massachusetts as the same may hereafter be altered, enlarged or changed from time to time by the Lessor. Said Shopping Center is shown on the plan attached hereto as Exhibit A.

Section 3. The term "common areas", as used herein, shall mean all that landscaped or improved area in the Shopping Center as the same presently exists or may be extended, altered or changed in the future, which is provided by the Lessor for the common or joint use and benefit of the tenants and occupants of the Shopping Center, their respective employees, agents, servants, customers, and other invitees, including without limitation parking areas, driveways, sidewalks and canopies over the same, loading docks and loading areas, stairs, ramps and service areas, lighting, drainage and utility facilities for the same, advertising or serving the Shopping Center, all as the same may be enlarged, reduced, or changed by the Lessor from time to time.

ARTICLE II TERM AND COMMENCEMENT DATE

Section 1. In consideration of the rent and covenants herein contained on the part of the Lessee to be paid, performed and observed, the Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, subject to the terms and provisions hereinafter set forth, the demised premises,

(a) TO HAVE AND TO HOLD the same for the term of ten (10) years, unless sooner terminated as hereinafter provided, commencing on February 1, 2007 (hereinafter referred to as

the "Commencement Date") and terminating on January 31, 2017 unless extended as provided for below.

Section 2. The demised premises are leased subject to existing encumbrances of record, if any, and subject to the reservation to the Lessor of the roof and exterior walls of the building of which the demised premises are a part, and the Lessor reserves the right (without thereby assuming the obligation) to install, maintain, use, repair and replace all pipes, ducts, wires, meters, and utility lines which now or hereafter may be required to serve the Lessee or any other tenant in the Shopping Center and which now or hereafter may, in the judgment of the Lessor, need to be in the demised premises.

Section 3. Prior to commencing any work in the demised premises, the Lessee shall submit to the Lessor for its review and approval, which shall not be unreasonably withheld, the plans and specifications for work to be performed by Lessee within the demised premises.

Section 4. Provided this lease is in full force and effect one (1) year prior to the termination date of this lease and the Lessee is not in default of this lease, the Lessee shall have the option to extend this lease for one additional term of FIVE (5) years at the rental referred to in ARTICLE III hereof. Such additional term is hereinafter referred to as the "Extension Term." This extension option shall be effective only if exercised by Lessee by written notice to the Lessor at least NINE (9) months prior to the commencement date of the Extension Term.

ARTICLE III MINIMUM RENT AND OTHER CHARGES

Section 1. Lessee shall pay minimum rent during the term hereof at the following rates and times:

(a) During the first three (3) years of the term, from February 1, 2007 to and including January 31, 2010, the Lessee shall pay minimum rent at the rate of ONE HUNDRED THREE THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS AND ZERO CENTS (\$103,716.00) per annum, payable in equal monthly installments of EIGHT THOUSAND SIX HUNDRED FORTY THREE DOLLARS AND ZERO CENTS (\$8643.00) on the first day of each calendar month included within the term of this lease. Rent for any fraction of a month at the commencement or expiration of the term, or in which the rate thereof changes pursuant hereto, shall be prorated on a per diem basis. In addition to such minimum rent, Lessee shall pay for the utilities that it will use in the demised premises during the term as provided in Article XIX below.

(b) During the four (4) year period covering the fourth, fifth, sixth and seventh years of the term, from February 1, 2010 to and including January 31, 2014, the Lessee shall pay gross rent at the rate of ONE HUNDRED SIXTEEN THOUSAND SEVEN HUNDRED EIGHTY FOUR DOLLARS AND ZERO CENTS (\$116,784.00) per annum payable in equal monthly

installments of NINE THOUSAND SEVEN HUNDRED THIRTY TWO DOLLARS AND ZERO CENTS (\$9,732.00) on the first day of each calendar month included within the term of this lease. Rent for any fraction of a month at the commencement or expiration of the term, or in which the rate thereof changes pursuant hereto, shall be prorated on a per diem basis. In addition to such minimum rent, Lessee shall pay for the utilities that it will use in the demised premises during the term as provided in Article XIX below.

(c) During the final three (3) years of the term, from February 1, 2014 to and including January 31, 2017, the Lessee shall pay minimum rent at the rate of ONE HUNDRED TWENTY EIGHT THOUSAND FOUR HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$128,460.00) per annum, payable in equal monthly installments of TEN THOUSAND SEVEN HUNDRED AND FIVE DOLLARS AND ZERO CENTS (\$10,705.00) on the first day of each calendar month included within the term of this lease. Rent for any fraction of a month at the commencement or expiration of the term, or in which the rate thereof changes pursuant hereto, shall be prorated on a per diem basis. In addition to such minimum rent, Lessee shall pay for the utilities that it will use in the demised premises during the term as provided in Article XIX below.

(d) During the Base Term of the Lease, Lessee shall not be obligated to pay any Additional Rent as defined in Article III, Section 3 and Article V, Section 3 below.

(e) During the EXTENSION TERM, the Lessee shall pay a minimum rent at the rate of ONE HUNDRED TWENTY SIX THOUSAND DOLLARS AND ZERO CENTS (\$126,000.00) per annum payable in equal monthly installments of TEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$10,500.00) on the first day of each calendar month included within the term of this lease. Rent for any fraction of a month at the commencement or expiration of the term, or in which the rate thereof changes pursuant hereto, shall be prorated on a per diem basis. In addition to such minimum rent, Lessee shall pay the following other charges during the Extension Term: (i) the utilities that it will use in the demised premises as provided in Article XIX below; and (ii) the Additional Rent as defined in Article III, Section 3 and Article V, Section 3 below.

Section 2. Lessee agrees to keep on deposit with Lessor the sum of TWENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00) payable on signing this lease and the entire amount shall be held as security for the payments of rents and the faithful performance of Lessee's obligations hereunder. In the event the Lessee defaults in respect of any such obligation, whether as to payment of rent or otherwise, the Lessor may apply the whole or any part of the security so deposited for the curing of such default or in reduction of the Lessor's damages arising from such default, including any deficiency in the re-letting of the premises, whether such damages accrue before or after summary proceedings, and such use or application by the Lessor of the security deposited shall be without prejudice to any other remedy which the Lessor may have under the terms of this lease or in law or equity. Following any such application by the Lessor, the Lessee shall on demand replenish that part of the security so used. This deposit shall not have to be kept separate in any way by Lessor and no interest shall be due on this

money at any time. In the event that the Lessee shall fully comply with all the terms, provisions, covenants and conditions of this lease, then said security deposit or any balance thereof shall be returned to the Lessee within thirty (30) days after the termination of this lease.

As further security for the Lessor against the effects of a default under this Lease by Lessee, each of the following individuals agree to execute a personal guarantee and indemnity in the form attached hereto on behalf of the Lessee: Yao Hing Tai, Michael Cheng and Hau K. Tai.

Section 3. Real Estate Taxes and Other Charges: If Lessee exercises its option to extend the lease as provided in Article II, Section V above, throughout such Extension Term Lessee shall pay to the Lessor in the manner hereinafter provided as Additional Rent the Lessee's Share (as hereinafter defined) of:

- (1) all taxes, assessments (including assessments for benefits from public works or improvements, whether or not begun or completed prior to the commencement of the term of this lease and whether or not to be completed within said term), levies, fees, water and sewer rents and charges and all other governmental charges, general and special, ordinary and extraordinary, whether or not the same shall have been within the express contemplation of the parties hereto, together with any interest and penalties thereon, which taxes, assessments, levies, fees, rents or charges are at any time imposed or levied upon or assessed against:

- (a) the land, building and improvements comprising the Shopping Center, OR
 - (b) this lease or the leasehold estate hereby created on which taxes, assessments, levies, fees, rates or charges arise in respect of the operation, possession, occupancy or use of the demised premises.

- (2) all charges relating to the use and occupancy of the demised premises or any portion thereof (all of the foregoing being hereinafter called "Impositions").

The Lessee's Share of such Impositions shall be calculated based on the ratio of the total square footage of gross first floor area in the demised premises to the total square footage of the gross first floor area of the buildings in the Shopping Center as the same may be changed from time to time during the Extension Term. The amount of any Imposition payable by Lessee for and with respect to the first and last years of the Extension Term shall be such amounts in each instance computed by multiplying the amount of such Impositions that would be payable by Lessee if such years were complete calendar years, by a fraction, the numerator of which shall be the number of days in the calendar year falling within the term of this lease and the denominator of which shall be the number of days in such year.

The manner of payment during the Extension Term of the amount of all Impositions by Lessee to Lessor shall be as follows: The Lessee shall pay to the Lessor for each lease year during the Extension Term, as additional rent, a sum equal to what Lessee's Share of such Impositions would have been during the final year of the Base Term of the Lease had Lessee

been paying "triple net," rather than "gross," rent during that year. Such additional rent shall be payable on the first day of each and every month in advance (and a proportionate amount shall be payable for any partial month included in the term hereof), representing minimum payments on account of the Lessee's Share of the real estate taxes for the Shopping Center. Within thirty (30) days after the Lessor's receipt of the final bill for real estate taxes of other Imposition in a given fiscal year, there shall be an adjusted calculation based on the percentage square foot area in the demised premises and the actual Impositions, as hereinbefore enumerated. There shall be credited against the Lessee's share of such Impositions all amounts paid on account by Lessee, as hereinbefore provided, and Lessee shall, within fifteen (15) days after receipt of a bill for the same, pay to the Lessor any balance then owing. The monthly real estate tax charge referenced above may be adjusted at the end of each calendar year by Lessor to bring it into line with actual charges for the preceding fiscal year. It is agreed that the Lessee's obligation, pursuant to the provisions of this Section, shall be to pay to the Lessor in the aggregate for each lease year or part thereof the said pro rata share or the said minimum, whichever shall be the greater.

Section 4. All payments of rent hereunder shall be made payable to Dudley Trading Associates Limited Partnership and mailed as follows: c/o Marathon Realty Corporation, 29 Crafts Street, Suite 380, Newton, MA. 02458:

ARTICLE IV CONDITION OF PREMISES

Section 1. The demised premises are leased in AS IS condition as of the date of this Lease.

Section 2. No work shall be performed, no improvements constructed and no fixtures or equipment installed, in or outside of the demised premises by the Lessee without first obtaining the written approval of the Lessor to such work or installation, which approval shall not unreasonably be withheld or delayed.

ARTICLE V COMMON AREAS

Section 1. The Lessor shall maintain common areas, as hereinbefore defined. The Lessee shall have the right, as appurtenant to the demised premises, to use the common areas on a non-exclusive basis in common with others entitled to the use thereof, subject to the provisions of this lease and such reasonable regulations as the Lessor shall from time to time establish. The Lessor may from time to time make reasonable changes in any of the common areas which, in the Lessor's sole judgment, will not detract from the usefulness or attractiveness of such common facilities. Neither the Lessee nor any person claiming under it shall cause any obstruction of, or other interference with, any roadway, sidewalk, or other common facility appurtenant to the demised premises. No trucks or permitted to park in the parking areas, and all loading or proper service entrance into the rear of the demised premises. The Lessee, its employees and agents

shall park their cars only in that portion of the parking area designated for that purpose by the Lessor.

Section 2. The Lessor shall, at its own expense, manage all common areas and maintain the landscaping, drainage, and lighting facilities therefore and provide for the cleaning of snow in the parking areas and roadways, all in such manner as the Lessor in its sole judgment shall determine. The Lessor shall not be liable for any inconvenience or interruption of business or other consequence resulting from the making of repairs, replacements, improvements, alterations or additions, or the doing of any other work, by or at the direction of the Lessor to or upon any of such common facilities, or from the delay or failure to perform such maintenance, snow removal or other work with respect to such common facilities, where such delay or failure is attributable to strikes or other labor conditions, inability to obtain labor or materials or services, or to any cause beyond the Lessor's reasonable control. The Lessee shall remove snow and ice from the sidewalk in front of the demised premises and keep said walk clean and free of dirt and debris.

Section 3. During the Extension Term, the Lessee shall pay to the Lessor for each lease year, as Additional Rent, a sum equal to Lessee's pro rata share of the cost of maintaining the common facilities in the Shopping Center (hereinafter referred to as "CAM charges"). Lessee's pro rata share of CAM charges shall be calculated based on the ratio of the total square footage of gross first floor area in the demised premises to the total square footage of the gross first floor area of the buildings in the Shopping Center as the same may be changed from time to time during the Extension Term. The amount of CAM charges payable by Lessee for and with respect to the first and last years of the Extension Term shall be such amounts in each instance computed by multiplying the amount of such Impositions that would be payable by Lessee if such years were complete calendar years, by a fraction, the numerator of which shall be the number of days in the calendar year falling within the term of this lease and the denominator of which shall be the number of days in such year.

The costs which shall be apportioned shall include any and all costs applicable to the maintenance of the common facilities of the Shopping Center, including, without limiting the generality of the foregoing, the cost of (1) comprehensive public liability insurance on the common facilities; fire and extended coverage insurance on the buildings in the Shopping Center; and sewer and water charges billed to the Shopping Center as a whole; (2) cleaning snow, sanding, policing, lighting, sweeping, pest control, line painting, landscaping and/or repair of any of the common facilities, and/or drainage or utility lines in or under the common areas; (3) repair and/or replacement of lights or lighting facilities; (4) lighting and maintaining such signs and advertising devices as the Lessor may maintain or erect calling attention to the Shopping Center; (5) cost of trash cans, benches and planters; and (6) a management fee of 15% on all of the foregoing. In computing such costs, real estate taxes and assessments on the common facilities and new capital construction shall be excluded. If the Lessor shall operate any of such facilities at special times or incur any other special costs in the operation of such facilities at the request of the Lessee alone or with others, the Lessor may, in its sole judgment, charge the Lessee for all or a portion of such special costs on such reasonable basis as the Lessor shall determine.

The manner of payment during the Extension Term of the amount of CAM charges by Lessee to Lessor shall be as follows: The Lessee shall pay to the Lessor for each lease year during the Extension Term, as additional rent, a sum equal to what Lessee's Share of such CAM charges would have been during the final year of the Base Term of the Lease had Lessee been paying "triple net," rather than "gross," rent during that year. Such additional rent shall be payable on the first day of each and every month in advance (and a proportionate amount shall be payable for any partial month included in the term hereof), representing minimum payments on account of the Lessee's Share of the CAM charges for the Shopping Center. Within thirty (30) days after the expiration of each six month period during the Extension Term, there shall be a final proration calculation based on the percentage square foot area in the demised premises and the actual common areas costs, as hereinbefore enumerated. There shall be credited against the Lessee's share of such costs all amounts paid on account by Lessee, as hereinbefore provided, and Lessee shall, within fifteen (15) days after receipt of a bill for the same, pay to the Lessor any balance then owing. The monthly CAM charge may be adjusted at the end of each calendar year by Lessor to bring it into line with actual costs for the preceding period. It is agreed that the Lessee's obligation, pursuant to the provisions of this Section, shall be to pay to the Lessor in the aggregate for each lease year or part thereof the said pro rata share or the said minimum, whichever shall be the greater.

ARTICLE VI TAXES

Section 1. The Lessor shall cause to be paid all real estate taxes and assessments of every kind which may be levied against the demised premises and the land on which they are situated; provided; however, that if the Lessor deems any such assessment excessive, the Lessor may defer payment thereof so long as the validity or amount thereof is contested by the Lessor in good faith and so long as the Lessee's occupancy of the demised premises is not disturbed or threatened by reason of such failure to pay.

Section 2. The Lessee agrees to pay all taxes which may be lawfully assessed on the personal property, whether fixtures, equipment, merchandise or otherwise, in the demised premises during the term hereof, and the Lessee shall pay all license fees which may be lawfully imposed upon any business conducted in or from the demised premises.

ARTICLE VII USE OF DEMISED PREMISES

Section 1. The Lessee shall use the demised premises for the conduct of a Chinese restaurant and for no other purpose. The Lessor shall have the right to consent to the name that Lessee wishes to use for the restaurant, which consent shall not be unreasonably withheld or delayed. The Lessee shall operate one hundred (100%) per cent of the demised premises during the entire term of this lease and during such time shall keep the demised premises open for business on all days during the customary business hours that retail stores in the Shopping Center

are open for business. Lessee agrees to conduct its business at all times in a manner conducive to a high reputation for the Shopping Center and to maximize sales from the demised premises, and shall permit no use of the demised premises or common facilities that is improper or offensive.

Section 2. The Lessee represents and warrants that it will operate its restaurant in a neat, clean and sanitary manner. Lessee will install and/or maintain state-of-the-art grease collection and containment systems, exhaust systems and roof fans in the kitchen area. If, in the Lessor's reasonable judgment, the above-referenced systems are not being properly maintained and/or are not operating in a sanitary manner, then the Lessor shall so notify the Lessee in writing and the Lessee must fully and completely correct all such problems with the existing systems to Lessor's reasonable satisfaction or otherwise must install new systems satisfactory to the Lessor within thirty (30) days of its receipt of such written notice. If the Lessee fails to satisfy the requirements set forth in the preceding sentence, then it will be in default of its obligations under this Lease and subject to the provisions of ARTICLE XIX of this Lease.

Section 3. The Lessee agrees that it will make no use of the demised premises in violation of the restrictions set forth in Exhibit C attached hereto and made a part hereof.

Section 4. The Lessee shall:

- (a) use no sidewalk adjacent to the demised premises for business purposes or otherwise obstruct the same;
- (b) obtain at its expense each permit or license required under any statute or regulation applicable to any construction or activity by the Lessee in the demised premises;
- (c) remain open for business in the demised premises at least three (3) nights each week until at least 9:00 P.M., such nights to be the nights on which the majority of tenants in the Shopping Center choose to remain open.
- (d) keep the display windows in the demised premises electrically lighted from dusk until 11:00 P.M., or such other reasonably time as the Lessor may determine from time to time, during all the days of the week except holidays, unless prevented by causes beyond the reasonable control of the Lessor;
- (e) conduct no auction, fire, going-out-of-business, or bankruptcy sale in the demised premises without first obtaining the written approval of the Lessor;
- (f) cause all freight to be delivered or removed and all garbage and refuse to be removed only by service roadways;
- (g) burn no trash on or near the demised premises and permit no offensive odors to be emitted from the demised premises;

- (h) use in or about the demised premises no advertising media that may be objectionable to the Lessor or other tenants of the Shopping Center, such as loudspeakers, phonographs or radio broadcasts that may be heard outside of the demised premises;
- (i) perform no act or carry on no practice that may be a nuisance or detract from the attractiveness of the Shopping Center as a whole;
- (j) conform to all reasonable rules, which the Lessor may make from time to time relative to the operation and use of the Shopping Center;
- (k) maintain at Lessee's expense, the premises and the sidewalks adjoining thereto, if any, free and clear of all rubbish, snow and ice;
- (l) not attach any sign, awnings, antenna or other projection to the roof or the outside walls or windows of the demised premises without the Lessor's prior written consent;
- (m) not obstruct or place in any drain, sewer or other outlet for storm sewer drainage or sanitary sewer drainage any material, including, without limitation, grease, foodstuffs, wrappers, hair or other material which is likely to clog or impede the flow in such drains, sewers and outlets, and the Lessee shall be liable and responsible for any repairs occasioned to the storm and sanitary sewer systems outside of the premises caused by the Lessee in violation of this paragraph 4(m).
- (n) not use, handle or store or dispose of any oil, hazardous or toxic materials or hazardous or toxic wastes (collectively, "hazardous materials") in or about the Shopping Center. If the transportation, storage, use or disposal of any hazardous materials anywhere on the Shopping Center in connection with the Tenant's use of the demised premises results in (1) contamination of the soil or surface or ground water or (2) loss or damage to person(s) or property, then Tenant agrees to respond in accordance with the following provisions: Tenant agrees (i) to notify Landlord immediately of any contamination, claim of contamination, loss or damage, (ii) after consultation and approval by Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. This provision shall survive the termination of this lease. No consent or approval of Landlord shall in any way be construed as
- (o) upon request from the Lessor, furnish Lessor with registration numbers of employee cars parked in the shopping Center to assist Lessor in enforcing

regulations with respect to proper use by employees of designated parking areas for employees.

- (p) conform within the demised premises at its own cost and expense with all requirements of the Americans with Disabilities Act and the Regulations and Accessibility Guidelines issued pursuant thereto.

Section 5. Lessee agrees that during the term of this lease it will not own, operate, lease, or be financially interested in, either directly or indirectly, a business like or similar to the business permitted to be conducted in the demised premises, or which employs the same or similar Trade Name, within a radius of two (2) miles from the demised premises. Without limiting Lessor's other available remedies, in the event Lessee should violate this covenant, Lessor may at its option (a) terminate this lease in the manner provided for other defaults under the lease; or (b) enjoin the operation of the violating store.

ARTICLE VIII REPAIRS AND ALTERATIONS

Section 1. The Lessee shall keep in a neat, clean, sanitary condition and in good repair the interior of the demised premises, including all electrical, plumbing, gas, heating, air-conditioning, including rooftop units, sprinklers, and sewage facilities within the demised premises, fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted) and all interior building appliances and similar equipment and the exterior and the interior portions of all windows, doors and all other glass or plate-glass fixtures thereon; and all roof-top heating and air conditioning equipment; and in the event any replacement is required of plumbing, heating, gas, electrical, air-conditioning, sprinklers, or other fixtures and equipment, or of floor covering, plate glass, ceilings or any other part of the demised premises not involving the structure, roof, or exterior masonry of the building, it shall make such replacement at its sole cost and expense, and each replacement shall be of type and quality equal to the original fixture or piece of equipment. The Lessee shall keep the demised premises in accordance with all applicable town ordinances and comply with any direction or recommendation of any public officer or officers given pursuant to law or of any insurance company carrying any insurance on the Shopping Center, or of any insurance inspector or rating bureau. The Lessee shall permit no waste with respect to the demised premises. All parts of the interior of the demised premises shall be painted, varnished or otherwise redecorated, at the Lessee's own expense, at least once every four (4) years during the term of this lease.

Section 2. The Lessor shall, after receipt of written notice from the Lessee, make any necessary repairs only to the roof, foundations and exterior walls of the demised premises (exclusive of glass, windows, doors and signs, which repairs shall be made by the Lessee), except where such repairs are required by reason of any act or negligence by the Lessee, its employees, agents, licensees, suppliers, contractors, or business guests. The Lessee shall promptly after notice from the Lessor repair at its own expense any damage to the exterior of the

demises premises or any adjacent building caused by any act or negligence by the Lessee, its agents, licensees, suppliers, contractors or guests. The Lessor or the Lessee, as the case may be, shall commence repairs to be made by it as promptly as practicable after the receipt of such notice; provided, however, that neither shall be liable for a delay in commencement of the making of such repairs or for a delay or failure to complete such repairs where such delay or failure is attributable to strikes or other labor conditions, inability or difficulty in obtaining materials or services, war, delays due to the weather, or other cause beyond the reasonable control of the Lessor or the Lessee.

Section 3. The Lessee shall at the termination of this lease promptly remove its goods and effects, including its sign, and peaceably and promptly yield up the demised premises, in tenantable condition, broom clean and in good order, repair and condition, except for repairs which the Lessor agrees to make as herein provided, and repair any injury done to the demised premises by the installation or removal of the Lessee's fixtures or other property. Lessee shall at the termination of this lease deliver to the Lessor all keys to the demised premises.

Section 4. The Lessee shall make no alterations, improvements or additions to the demised premises without first obtaining, on each occasion, the written consent of the Lessor, which, in the case of non-structural alterations, shall not be unreasonably withheld. Such alterations shall be made in accordance with all applicable laws and in a good and workmanlike manner. Unless excused in writing by the Lessor, the Lessee upon termination of its tenancy shall restore the premises to their condition prior to such alteration. All additions, improvements and fixtures including air-conditioning and lighting equipment (other than the usual trade fixtures) which may be made or installed by either the Lessor or the Lessee and which are attached to floor, wall or ceiling, including any linoleum or other floor covering of similar character, shall remain upon the demised premises, and at the termination of this lease shall be surrendered with the premises as a part thereof; provided, however, that if Lessor shall so request Lessee will at its own cost remove such additions, improvements and fixtures as Lessor shall designate. Any trade fixtures, furniture and equipment installed by the Lessee are to remain the property of the Lessee and may, and upon the Lessor's request shall, be removed by the Lessee from the demised premises promptly at the termination of this lease; provided, that if the Lessee is then in default hereunder, such articles, insofar as the Lessor shall so direct, shall be left in the demised premises.

Section 5. The Lessee shall obtain at the commencement of the term hereof and maintain during the term of this lease at its own expense plate glass insurance insuring all plate glass in the demised premises in the name of the Lessor.

Section 6. Lessee will not create or permit to be created or to remain, and will discharge promptly at its own cost and expense any lien upon the demised premises resulting from work performed by or at the request of the Lessee in said premises, or resulting from Lessee's failure to pay when due charges for utilities supplied to Lessee.

ARTICLE IX UTILITIES

Section 1. The Lessee shall pay all light, power, heat, electricity, gas, telephone, water, sewerage and fuel charges used in the demised premises, and shall provide its own heat and air-conditioning. The Lessor shall not be liable for any interruption of gas, water, heat, air-conditioning, electricity or other utility in the demised premises.

Section 2. If the Lessee vacates the demised premises before expiration of its lease, it shall at its own cost and expense maintain adequate heat in the premises so that the sprinkler system shall not be damaged and will be fully operative.

ARTICLE X LIABILITY

Section 1. The Lessee shall save the Lessor harmless from all claims, of whatsoever nature, arising from any act, omission or negligence of the Lessee or Lessee's subtenants or concessionaires or the employees, agents, contractors, suppliers, licensees or customers of any of the foregoing, or arising from any damage whatsoever caused by any person, including death, or to the property of any person, which shall occur in or about the demised premises.

Section 2. Neither the Lessor nor any agent or employee of the Lessor shall be liable for any damage to the person or property of the Lessee, or of any subtenant, or concessionaire, or of any employee, customer, licensee, contractor or supplier, or guest of any of the foregoing, except where such damage is attributable solely to the negligence of the Lessor, its agents or employees; including damage

(a) from interruption to business resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of said demised premises or the building of which they are a part, or from the pipes, appliances or plumbing or from dampness or any other cause, unless caused solely by negligence of the Lessor; and

(b) from any hidden defect in the demised premises or in the building of which they are a part; and

(c) from acts or omissions of persons occupying adjacent premises.

Section 3. The Lessee shall maintain during the term of this lease, at its own expense, workmen's compensation insurance as required by law and comprehensive public liability insurance in responsible companies qualified to do business in Massachusetts and acceptable to the Lessor, which shall insure the Lessor and all persons claiming under the Lessor, as well as the Lessee, against all claims for injuries to persons (including death) occurring in or about the demised premises and all claims for damage to or loss of property, in the amount of at least One Million (\$1,000,000) Dollars combined single limit for any one occurrence. If Lessee's policy

covers more than one location, there shall be no annual aggregate limit of liability insurance applying to operations on or about the demised premises, which in any year could reduce coverage of the demised premises to less than One Million (\$1,000,000) Dollars. The Lessee shall furnish the Lessor with certificates of such insurance prior to the commencement of the term hereof and annually before the first day of each lease year and annually during any extension term thereof. Each such policy shall not be subject to change of terms or conditions and shall be non-cancelable with respect to the Lessor's interest without at least thirty (30) days' prior written notice to the Lessor.

ARTICLE XI FIRE INSURANCE

Section 1. The Lessor shall maintain fire insurance protecting the building of which the demised premises are a part against loss by fire or other hazards included within usual extended coverage endorsements, to the extent of at least ninety (90%) per cent of the full insurable value of said building above the foundation.

Section 2. The Lessee shall, at its own expense, maintain fire insurance with usual extended coverage endorsements in an adequate amount on its own fixtures, merchandise and equipment.

Section 3. The Lessee shall permit no activity in the demised premises which shall increase the rate of insurance on the demised premises or the building of which they are a part above the minimum rate which would be applicable in such premises for the Lessee's type of business as described in Article VII hereof; and in any event, upon request by the Lessor, the Lessee shall promptly pay to the Lessor any increase in premiums resulting therefrom.

ARTICLE XII SIGNS

The Lessee shall not install any sign, placard, lettering or advertising media, or any shade, awning, aerial, flagpole or the like on the exterior of the demised premises or visible from the outside of the demised premises or exterior lighting or plumbing fixture or make any exterior decorations or painting, or any change in the store front of the demised premises without first obtaining in each case the written consent of the Lessor; provided, however, that the foregoing prohibition shall not apply to small, temporary flat paper signs which the Lessee would in the normal course of its business display in its windows from time to time. The Lessee, at its own cost and expense, shall install a sign on the exterior of the demised premises that conforms to the reasonable requirements of the Lessor, which are designed to ensure a uniform sign treatment in the Shopping Center.

ARTICLE XIII
ASSIGNMENT OR SUBLETTING

Section 1. The Lessee shall not assign nor permit any assignment by mortgage, operation of law, or otherwise of this lease and shall not sublet the whole or any part of the demised premises nor permit the occupation of any part thereof by another without on each occasion, first obtaining the Lessor's approval in writing. It shall be in the Lessor's sole discretion whether to approve an assignment or sublease. No consent by the Lessor to an assignment, sublease, or other indulgence or favor at any time granted by the Lessor to anyone claiming under the Lessee, nor acceptance of rent from or other dealing with anyone claiming under the Lessee, shall relieve the Lessee from its obligations under this lease. The Lessee and all persons claiming under the Lessee shall be deemed to have waived all suretyship defenses.

Section 2. If the Lessee sublets or assigns for a higher rental than that provided in this lease, then such excess shall be paid to the Lessor.

ARTICLE XIV
[INTENTIONALLY OMITTED]

ARTICLE XV
LESSOR'S ACCESS TO PREMISES

Section 1. The Lessor shall have the right (without thereby assuming the obligation) to install and maintain in the demised premises all water, drainage, gas and heating pipes and fixtures, and electrical wiring, and all other appliances necessary for the operation of the building of which the demised premises are a part, and shall have access thereto at all reasonable times (and in case of emergency, at any time), for inspection or making repairs or changes thereto or to said pipes, wiring, fixtures and appliances referred to above, as the Lessor may deem necessary. If repairs are required to be made by the Lessee hereunder, the Lessor may notify in writing the Lessee to make the same, and if the Lessee shall refuse or neglect to commence such repairs promptly and to complete the same with reasonable dispatch after such notice, the Lessor may cause such repairs to be completed and shall not be responsible to the Lessee for any damage that may accrue to its merchandise or business by reason of the making of such repairs. The Lessee shall promptly, on demand, pay to the Lessor the cost thereof with interest at ten (10%) per cent per annum.

Section 2. The Lessor shall have reasonable access to the demised premises during the last six (6) months of the term of this lease for the purpose of exhibiting said premises and putting up the usual "For Rent" signs.

ARTICLE XVI
SUCCESSION TO LESSOR'S INTEREST

Section 1. Lessee shall attorn and be bound to any of Landlord's successors under all the terms, covenants and conditions of this Lease for the balance of the remaining term.

Section 2. This Lease shall be subordinate to the lien of any mortgage or security deed or the lien resulting from any other method of financing or refinancing now or hereafter in force against the Shopping Center, or any portion thereof, and to any and all advances to be made under such mortgages, and all renewals, modifications, extensions, and replacements thereof; provided that, in the instrument of subordination the mortgagee (or trustee) agrees, for itself and its successors and assigns that so long as the Lessee shall not be in default under this Lease, the mortgagee (or trustee) and its successors and assigns will not disturb the peaceful, quiet enjoyment of the demised premises by the Lessee. The aforesaid provisions shall be self operative and no further instrument of subordination shall be required to evidence such subordination. Lessee covenants and agrees to execute and deliver, upon demand, such further instrument or instruments subordinating this Lease on the foregoing basis to the lien of any such mortgage or mortgages, and hereby irrevocably appoints Lessor the attorney-in-fact of Lessee to execute and deliver such instrument or instruments within (10) days after written notice to do so.

Section 3. Within ten (10) days after request therefore by Lessor, or in the event that upon any sale, assignment, or hypothecation of the Demised Premises and/or the land thereunder by Lessor an estoppel certificate shall be required from Lessee, Lessee agrees to deliver in recordable form, a certificate to any proposed mortgagee or purchaser, or to Lessor, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), that there are no defenses or offsets thereto (or stating those claimed by Lessee) and the dates to which Minimum Rent and other charges have been paid.

Section 4. If any mortgage, trustee or holder of such security indenture elects, by written notice given to the Lessee, to have this lease and the interest of the Lessee hereunder superior to any such security indenture, then this lease and the interest of the Lessee hereunder shall be deemed superior to any such mortgage, deed of trust or security indenture, whether this lease was executed before or after such mortgage, deed of trust or security indenture.

ARTICLE XVII
DAMAGE BY FIRE, ETC.

Section 1. If the demised premises shall be damaged or destroyed by fire, windstorm or other casualty covered by the Lessor's fire insurance policies to an extent which is less than fifty (50%) per cent of the cost of replacement of the said premises, the Lessor shall immediately give notice thereof to the Lessee and, unless this lease be terminated as hereinafter provided, the Lessor at its own expense shall repair or rebuild the same so as to restore the demised premises

to substantially the same condition they were in immediately prior to such damage or destruction, subject, however, to zoning and building laws then in existence; provided that (1) the Lessor shall not be responsible for any delay in such repair or reconstruction which may result from any cause beyond its reasonable control; (2) the Lessor's obligation to repair or rebuild shall in no event exceed in scope or expense the work required to be done by the Lessor under Exhibit A; (3) the Lessor shall not be obligated to expend for such repair or rebuilding an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage; and (4) the Lessor shall not be required to repair or replace Lessee's merchandise, fixtures, floor coverings, or equipment.

Section 2. If the demised premises shall be damaged or destroyed to the extent of fifty per cent (50%) or more by any cause (whether insured against by the Lessor or not), the Lessor may elect by written notice to the Lessee either to terminate this lease or to repair or rebuild as above provided. If the demised premises shall within the last two (2) years of the term of this lease be damaged or destroyed by fire, windstorm or other cause to such extent that the same cannot be reasonably expected to be restored to substantially the same condition as they were prior to such damage or destruction within ninety (90) days from the time that such repair or restoration work would be commenced, then the Lessor shall have the right to terminate this lease, provided that it gives the Lessee written notice of such termination within sixty (60) days after the occurrence of such damage or destruction.

Section 3. In the event that the demised premises are damaged or destroyed by any cause, then, unless this lease is terminated as above provided, the Lessee, at its own expense and proceeding with all reasonable dispatch, shall repair or replace suitably all trade fixtures, equipment, signs or other property installed by or belonging to the Lessee which shall be damaged or destroyed.

Section 4. If this lease is not terminated as above provided and if the fault or neglect of the Lessee or any person claiming under it did not contribute to such damage, then from and after such damage and until the demised premises are restored as above provided, the minimum rent shall abate, either wholly or proportionately, according to the extent that the demised premises have been rendered untenable by such damage or destruction.

ARTICLE XVIII EMINENT DOMAIN

Section 1. If as a result of any taking by eminent domain the total first-floor area remaining in the shopping center shall be reduced to less than fifty per cent (50%) of the total first-floor area in the shopping center at the commencement of the term hereof, then at the election of the Lessor or the Lessee, exercisable by written notice given to the other within ninety (90) days after the date of the filing of the notice of such taking, this lease may be terminated as of the date of such notice. If following any such taking neither the Lessee nor the Lessor may or does terminate this lease, then the Lessor, at the Lessor's expense and proceeding

with all reasonable dispatch, shall do such work as may be required to put what may remain of the shopping center in proper condition for the conduct of the Lessee's business. If there has been a substantial taking of a part of the Shopping Center, but the Lessee's premises are not affected and neither party has terminated this lease, then the minimum rent and other charges payable by the Lessee shall be proportionately reduced to reflect the reduction in the Lessee's revenue as a result of the taking. If as a result of the taking the Lessee is required to vacate a portion of the demised premises so taken, the minimum rent, real estate taxes and other charges shall be abated until the premises are restored to such condition that the Lessee can commence business therein, and from and after the date on which the Lessor shall restore the premises (in the manner hereinafter provided) the minimum rent, real estate taxes and other charges shall be reduced in the proportion that the floor area of the portion so taken bears to the original floor area of the demised premises. In the event of a taking of a portion of the demised premises, if neither party elects to terminate, the Lessor, at the Lessor's expense and proceeding with all reasonable dispatch, shall do such work, within the scope of the work required to be done by the Lessor under Exhibit A, including restoration of the roof, walls, structure and doors of the demised premises, as may be required to put what remains of the demised premises in proper condition for the conduct of the Lessee's business, and the Lessee, at the Lessee's expense and proceeding with all reasonable dispatch, shall make such alterations, repairs and replacements of the trade fixtures, equipment, signs and other property installed or belonging to Lessee as may be necessary to put the remainder of demised premises in proper condition for Lessee's business.

Section 2. In the event that a taking is made of a portion of the demised premises and the Lessor does not give notice of election to terminate as above provided but thereafter ascertains that the amount of the award of damages to the Lessor would be insufficient to cover the cost of restoring the demised premises as estimated by the Lessor's architect, the Lessor shall have the right to terminate this lease by notifying the Lessee of the Lessor's election to terminate within ninety (90) days after the final determination of the amount of the award.

Section 3. The Lessor reserves and excepts all rights to damages to the demised premises and the leasehold hereby created, then or thereafter accruing, by reason of any taking by eminent domain or by reason of anything lawfully done or required by any public authority, and the Lessee grants to the Lessor all the Lessee's rights, if any, (with the exception of damages relating to Lessee's trade fixtures) to such damages and shall execute and deliver to the Lessor such further instruments of assignment thereof as the Lessor may from time to time request.

ARTICLE XIX DEFAULT

Section 1. This lease is made on the condition that if the Lessee shall fail to perform or to take reasonable steps to commence any obligation hereunder and such failure shall continue for ten (10) days after notice of default in payment of rent (whether minimum or additional rent) or for thirty (30) days after notice of default in the case of any other obligation, or if the estate hereby created shall be taken on execution or other process of law, or if the Lessee shall be

declared bankrupt or insolvent according to law, or if the Lessee shall make or offer to make, in or out of bankruptcy, a composition with the Lessee's creditors, or if the Lessee shall make an assignment for the benefit of its creditors, or if the Lessee shall commit any act of bankruptcy, or if a receiver, trustee or other officer shall be appointed to take charge of all or any substantial part of the Lessee's property by any court, or if a petition shall be filed by or against the Lessee for the reorganization of the Lessee or for an "arrangement" under the Bankruptcy Act under any provision of the Bankruptcy Act, and the same shall not be dismissed within sixty (60) days from the date on which it is filed, then and in any of the said cases, notwithstanding any license of any former breach of covenants or waiver or consent in former instance, the Lessor lawfully may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter and without prior demand or prior notice (1) terminate this lease by notice in writing forthwith or on a date stated in said notice, (2) with or without process of law enter into and upon the demised premises or any part thereof in the name of the whole and repossess the same as of the Lessor's former estate and (3) expel the Lessee and those claiming through or under the Lessee and removes its and their effects without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid this lease shall terminate, the Lessee hereby waiving all statutory rights; and the Lessor without notice to the Lessee may store the Lessee's chattels and those of any person claiming under the Lessee at the expense and risk of the Lessee or of such person, and, if the Lessor so elects, may sell such chattels at public auction or private sale and apply the net proceeds after deduction of reasonable costs to the payment of all sums due to the Lessor thereunder, and pay over the balance, if any, to the Lessee; and in case of such termination, or termination by reason of default on the part of the Lessee, the Lessee shall at the election of the Lessor, which election may be changed at any time:

- (a) pay to the Lessor in equal monthly installments, in advance, sums equal the excess of the aggregate rent herein provided for over the sums actually received by the Lessor, such sums being payable as liquidated damages for the unexpired term hereof; or
- (b) pay to the Lessor as damages a sum which at the time of such termination or at the time to which installments of liquidated damages shall have been paid represents the amount by which the then rental value of the demised premises is less than the aggregate rent herein provided for the residue of the term; or
- (c) indemnify the Lessor against loss of the aggregate rent herein provided for from the time of such termination or from the time to which installments of liquidated damages shall have been paid to the expiration of the term hereof as above set forth, plus, in any case, reasonable expenses of the Lessor by way of attorneys' fees, or otherwise, in connection with such default.

For the purposes of this Article, the phrase "aggregate rent", as used herein, shall include the minimum rent and additional rent payable hereunder and the sum agreed to be paid to the Lessor pursuant to Section 3 of Article V hereof, and the additional rent shall be deemed to have

continued at a monthly rate thereafter equal to one-twelfth (1/12) of the average annual percentage rent which the Lessee was obligated to pay to the Lessor from the commencement of the term thereof to the date of such default, and the additional rent shall be deemed to have continued at a monthly rate equal to one-twelfth (1/12) of the additional rent payable by the Lessee with respect to the last full tax year immediately preceding such default by the Lessee.

In the event of a default by the Lessee as above provided, if the Lessor shall elect not to terminate this lease it may change the locks on the doors to the demised premises and exclude the Lessee therefrom until all such defaults shall have been completely cured, or it may relet the demised premises or any part or parts thereof in the name of either the Lessor or the Lessee, for a term or terms which may, at the Lessor's option, extend beyond the balance of the term of this lease, and may remove and store the Lessee's effects at the Lessee's expense, and the Lessee agrees that in the event of such reletting the Lessee shall pay the Lessor any deficiency between the aggregate rent to be paid hereunder and the net amount of the rents collected during such reletting, as well as any expenses incurred by the Lessor as a consequence of such default or in such reletting, including but not limited to, attorneys' fees, brokers' fees and expenses of remodeling and putting the demised premises in good order and preparing the same for rerental. Such deficiency shall be paid in monthly installments upon statements rendered by the Lessor to the Lessee.

Nothing herein contained shall limit or prejudice the right of Lessor to prove for and obtain in proceedings for bankruptcy or insolvency by reason of termination an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing any proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damage referred to above.

Section 2. All rights and remedies that the Lessor may have under this lease shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of such rights and remedies may be exercised at the same time insofar as permitted by law.

Section 3. The Lessor shall not be deemed to be in default hereunder unless its default shall continue for thirty (30) days, or such additional time as is reasonably required to correct its default, after written notice thereof has been given by the Lessee to the Lessor specifying the nature of the alleged default.

ARTICLE XX BANKRUPTCY OF LESSEE

Section 1. Upon the filing of a petition by or against Lessee under the Bankruptcy Code, Lessee, as debtor and as debtor in possession, and any trustee who may be appointed agree as follows:

- (a) to perform each and every obligation of Lessee under this lease until such time as

this lease is either rejected or assumed by order of the United States Bankruptcy Court;

- (b) to pay monthly in advance on the first day of each month as reasonable compensation for use and occupancy of the premises an amount equal to all rent and other charges otherwise due pursuant to this lease;
- (c) to reject or assume this sublease in as short a period as reasonably possible, but in any event within sixty (60) days of the filing of such petition;
- (d) to give Lessor at least thirty (30) days prior written notice of any proceeding relating to any assumption of this lease;
- (e) to give at least thirty (30) days prior written notice of any abandonment of the premises, any such abandonment to be deemed a rejection of this lease;
- (f) to do all other things of benefit to the Lessor otherwise required under the Bankruptcy Code; and
- (g) to have consented to the entry of an order by an appropriate United States Bankruptcy Court providing all of the above, waiving notice and hearing of the entry of same.

Section 2. No default of this lease by Lessee, either prior to or subsequent to the filing of such a petition, shall be deemed to have been waived unless expressly done so in writing by Lessor.

Section 3. It is understood and agreed that this a lease of real property in a shopping center as such a lease is described in Section 365(b)(3) of the Bankruptcy Code.

Section 4. Included within and in addition to any other conditions or obligations imposed upon Lessee or its successor in the event of any assumption and/or assignment are the following:

- (a) the cure of any monetary defaults and the reimbursement of pecuniary loss prior to an assumption and/or assignment;
- (b) the use of the premises for the permitted uses and none other;
- (c) the quality, quantity and/or lines of merchandise of any goods or services required to be offered for sale are unchanged;
- (d) the reorganized debtor or assignee of such debtor in possession or of Lessee's trustee demonstrates in writing that is has sufficient background including, but not limited to, substantial retailing experience in shopping centers of comparable size

and sufficient financial ability to operate a retail or restaurant establishment out of the premises in the manner contemplated in this lease and meet all other reasonable criteria of Lessor as did Lessee upon execution of this lease;

- (e) the prior written consent of any Mortgagee to which this lease has been assigned as collateral security (if such consent is required under the terms of any mortgage or any collateral assignment of leases and rents or any other documents delivered as collateral security for any such mortgage);
- (f) the demised premises, at all times, shall remain as single store and no physical changes of any kind may be made to the building or the premises unless in compliance with the applicable provisions of the lease.

ARTICLE XXI NOTICES

Any notice or other communication relating to this lease shall be deemed to be duly given if in writing and sent by certified mail, postage prepaid; and in the case of billings to the Lessee, by regular mail, postage prepaid, addressed to the party for whom it is intended at such place as shall have been last designated by such party, either in this Article or in a notice given as herein provided as its address for receiving notices hereunder. Until further notice, the Lessor designates c/o Marathon Realty Corporation, 29 Crafts Street, Suite 380, Newton, MA 02458 as its address for such purposes, and the Lessee designates 230 North Street, North Reading, MA 01864, c/o Yao Hing Tai, Registered Agent for Mandarin Billerica, Inc. as its address for such purposes, but the foregoing shall not be deemed to preclude the giving of written notice hereunder in any other manner, in which case the notice shall have been deemed to have been given when actually received by the party for whom designated.

ARTICLE XXII MISCELLANEOUS PROVISIONS

Section 1. Waiver. No consent or waiver express or implied, by the Lessor to or of any breach in the performance by the Lessee of its agreements hereunder shall be construed as a consent or waiver to or of any other breach in the performance by the Lessee of the same or any other covenant or agreement. No acceptance by the Lessor of any rent or other payment hereunder, even with the knowledge of any such breach, shall be deemed a waiver thereof nor shall any acceptance of rent or other such payment in a lesser amount than is herein required to be paid by the Lessee, regardless of any endorsement on any check or any statement in any letter accompanying the payment of the same, be construed as an accord and satisfaction or in any manner other than as a payment on account by the Lessee. No reference in this lease to sublessee, licensee or concessionaire, or acceptance by the Lessor from other than the Lessee of any payment due hereunder shall be construed a consent by the Lessor to any assignment or subletting by the Lessee, or to give to the Lessee any right to permit another to occupy any portion of the demised premises except as herein expressly provided. No waiver by the Lessor in

respect of any one tenant shall constitute a waiver with respect to any other tenant. Failure on the part of the Lessor to complain of any action or non-action on the part of the Lessee or to declare the Lessee in default, no matter how long such failure may continue, shall not be deemed to be a waiver by the Lessor of any of its rights hereunder.

Section 2. In no case shall mention of specific instances under a more general provision be construed to limit the generality of said provision.

Section 3. If the Lessee continues to occupy the demised premises after the termination hereof, it shall have no more rights than a tenant by sufferance, but shall be liable for aggregate rental as above determined during such occupancy, and shall be liable for any loss or expense due to such holding over. Nothing in this section shall be construed to permit such holding over.

Section 4. Invalidity. If any provision of this lease the application thereof to any person or circumstance shall be to any extent invalid or unenforceable, the remainder of this lease and the application to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

Section 5. Recording. The Lessee shall not record this lease but will, upon request by the Lessor, execute a notice thereof, suitable for recording in form satisfactory to the Lessor.

Section 6. Successors and Assigns. The conditions, covenants and agreements in this lease contained to be kept and performed by the parties hereto shall be binding upon and inure to the benefit of said respective parties, their legal representatives, successors and assigns, and the same shall be construed as covenants running with the land. Wherever in this lease there is a reference to either of the parties, it shall be held to include and apply to the successors and assigns of such party as if in each case so expressed, unless the context requires otherwise and regardless of the number or gender of such party; provided, however, that the term "Lessor" as used in this lease means only the owner for the time being of the land and the building of which the demised premises form a part, so that in the event of any sale or sales of such land and building or of said lease Lessor shall be and hereby is entirely released of all covenants and obligations of Lessor hereunder.

Section 7. Any rider attached hereto, duly executed by the Lessor and the Lessee, shall be deemed incorporated herein and made a part hereof. In the event that any provision in such rider is inconsistent with any printed provision of this lease, the provision in said rider shall supersede said printed provision of this lease.

Section 8. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, enemy or hostile government action, riot, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, excluding the financial inability of such party to perform (any such causes or events to be referred to herein as

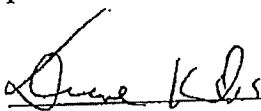
a "Force Majeure") shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage; provided, however, the foregoing shall not be applicable to Lessee's obligation to pay rent, additional rent and any other sums or charges pursuant to this Lease.

Section 9. Entire Agreement. This lease shall constitute the only agreement between the parties relative to the demised premises and no oral statements and no prior written matter not specifically incorporated herein shall be of any force or effect. In entering into this lease the Lessee relies solely upon the representations and agreements contained herein. This agreement shall not be modified except by writing executed by both parties.

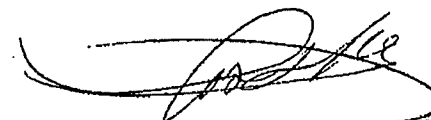
Section 10. Headings. The section and article headings throughout this instrument are for convenience and reference only and the words contained therein shall in no way be held to limit, define or describe the scope or intent of this lease or in any way affect this lease.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to duplicates hereof the day and year first above written.

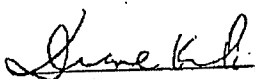
Signed, sealed and
delivered in the
presence of


As to Lessee

LESSEE:
MANDARIN BILLERICA, INC.

By 
Yau Hing Tai, Its President,
duly authorized

Signed, sealed and delivered
in the presence of


As to Lessor

LESSOR:
DUDLEY TRADING ASSOCIATES
NOMINEE TRUST

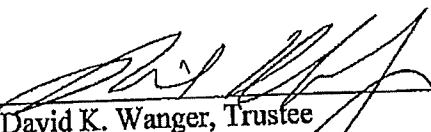
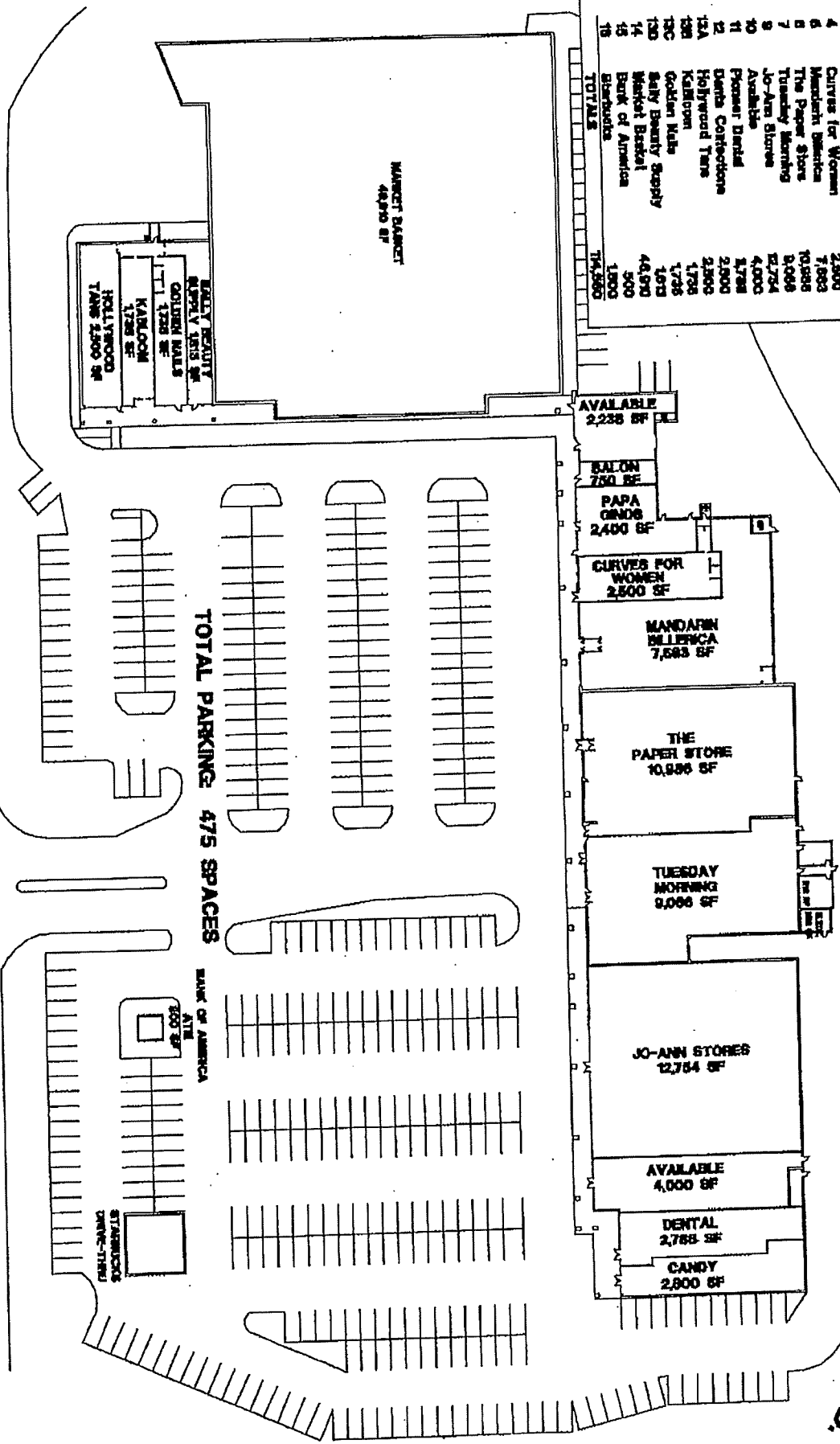
By 
David K. Wanger, Trustee
As its Trustee but not Individually

EXHIBIT A – ON NEXT PAGE

Square Footage Calculations		
Unit #	Tenant	Square Feet
1	Available	2,238
2	Looks by Labels	750
3	Papa Smurfs	2,400
4	Curves for Women	2,500
5	Mandarin Billerica	7,583
6	The Paper Store	10,886
7	Tuesday Morning	9,066
8	Jo-Ann Stores	12,784
9	Available	4,000
10	Pomer Dental	2,788
11	Denta Collections	2,900
12	Hollywood Tans	2,500
13A	Kalloom	1,736
13B	Golden Hair	1,736
13C	Baby Beauty Supply	1,973
14	Market Basket	44,870
15	Bank of America	500
16	Billerica	1,800
17	TOTALS	174,563



TREBLE COVE RD.

BOSTON ROAD (STATE ROUTE 3A)

DSA
ONE SHIPTARD WAY
MIDFORD, MA
781-591-1939

TREBLE COVE PLAZA
BILLERICA, MA

Traffic Light

EXHIBIT B TO AMENDMENT AND
ASSIGNMENT

GUARANTEE AND INDEMNITY

KNOW ALL MEN BY THESE PRESENTS:

In consideration of David K. Wanger, Trustee of DUDLEY TRADING ASSOCIATES NOMINEE TRUST (hereinafter called the "Lessor") entering into the Amendment and Assignment of Lease dated February 6, 2008 (hereinafter called the "Assignment") with FU LIN LIU (hereinafter called the "Assignee") of a certain lease dated January 29, 2007 between Lessor and MANDARIN BILLERICA, INC. (the "Lease") of certain retail premises in the Treble Cove Plaza, North Billerica, Massachusetts, and for other good and valuable consideration, the undersigned, FU BIN LIU (hereinafter called the "Guarantor"), for himself, his executors, representatives, and assigns, does hereby unconditionally guarantee to Lessor, its successors and assigns, the full, faithful and complete performance by Assignee and by any of its successors or assigns, of each and every term of the Assignment and the Lease, including without limitation any and all modifications thereof and/or amendments thereto; and for the consideration aforesaid, Guarantor does hereby agree to indemnify and hold harmless Lessor, its successors and assigns, from and against any and all loss, damage, liability, cost and expense in any way resulting from or arising out of the failure of said Assignee or any of its successors or assignees to fully, faithfully and completely perform any one or more of the duties, liabilities and obligations of Assignee under said Assignment and Lease.

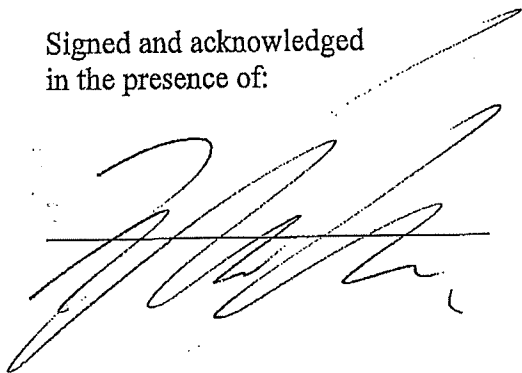
Guarantor, for the consideration aforesaid, further agrees that no extension by the Lessor, or its successors and assigns, of any of the terms, conditions and provisions, and/or of any of the duties, liabilities and obligations on the part of said Assignee and/or any of its successors or assigns, to be performed under said Assignment and Lease as the same may be so modified, amended, renewed, and/or extended, and no indulgence or waiver by said Lessor and/or its successors and assigns, in respect of any of the rights, powers and privileges of the Lessor, its successors or assigns thereunder, shall impair the obligations of the Guarantor under this agreement of Guarantee and Indemnity.

Without limitation of the foregoing, Guarantor, for the consideration aforesaid, agrees that upon breach or default by Assignee or any of its successors or assignees under said Assignment or Lease, as the same may be so modified, amended, renewed and/or extended, Lessor, its successors and assigns, may proceed against Guarantor, his executors, representatives and assigns, in the same manner as though Guarantor were the Assignee under said Assignment.

All duties, liabilities and obligations of the undersigned Guarantor, pursuant to this agreement of guarantee and indemnity shall be binding upon his executives, representatives, and assigns.

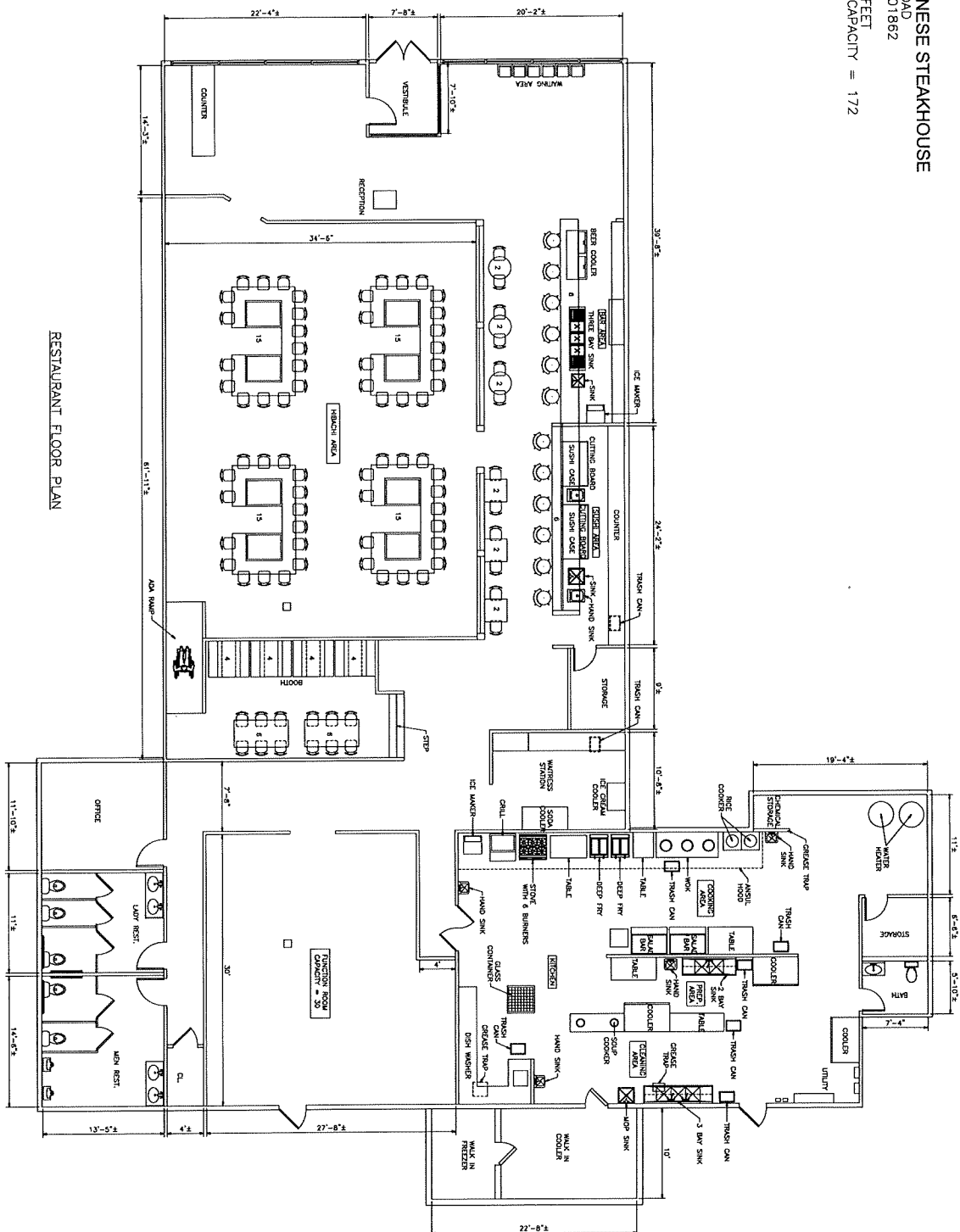
IN WITNESS THEREOF, this agreement of indemnity has been subscribed and sealed this 6th day of February, 2008.

Signed and acknowledged
in the presence of:

A large, stylized handwritten signature in black ink, written over a horizontal line.A smaller, cursive handwritten signature in black ink, written over a horizontal line.
FU BIN LIU

BILERICA, MA. 01862

7,683 SQUARE FEET
TOTAL SEATING CAPACITY = 172



RESTAURANT FLOOR PLAN

HINOKI JAPANESE STEAKHOUSE
199 BOSTON ROAD
BILLERICA, MA. 01862

T DESIGN, LLC

1248 RANDOLPH AVE
MILTON, MA 02186
TEL: (617)-797-6637
EMAIL: QUOCTUANGE@GMAIL.COM



REV.	DATE
BY:	TN
DATE:	7/14/2025
SCALE:	1/4"=1'-0"
SHEET NO.:	A-1



Board of Assessors

Town Hall

365 Boston Road

Billerica, Massachusetts 01821



JOHN B. SPEIDEL, *Chairman*
RICHARD J. SCANLON, *Associate*
RICK LADD, *Associate*

Tele: (978) 671-0971
assessors@town.billerica.ma.us

ABUTTERS LIST REQUEST

Name Dana C. Myers, Esq. Date September 13, 2025

Address of Property: 199 Boston Road (Store #5), Billerica Plate 22

Telephone Number: 857-939-0152 Parcel 11-1

I request one copy of the following abutters list and three copies of the labels for the above listed property. The cost of this service shall be \$2.00 per name. The list shall be available five to ten (5-10) working days from the requested date or earlier.

Signature of applicant [Signature]

Types of Abutters Lists

There are four types of abutters lists which may be required in the Town of Billerica. The board or commission you are seeking approval from and the particular request you are making determines the type of list. You will need to contact the applicable board or commission to determine which of the following will be required in your case.

(Circle one - If no letter is circled a "D" list will be prepared.)

A. Direct Abutters - Direct Abutters to Parcel and Roadway Being Improved

This list contains direct abutters only. Properties across public right-of-ways or paper streets, which have not been discontinued, are not included. (This list should include direct abutters to the roadway being improved if road construction is involved.)

B. Abutters Within 100 Feet

This list contains all abutters within 100 feet of the parcel, notwithstanding public or private streets or ways, municipal borders or bodies of water.

C. Abutter to Abutter Within 300 Feet

This list contains abutters to direct abutters within 300 feet of the parcel. If there is more than one abutter between the subject parcel and the abutting property within 300 feet the owner will not be notified.

D. All Property Owners Within 300 Feet (Cell Towers - All Property Within 500 Feet)

This list contains all properties within 300 feet of the subject parcel. Abutters to abutter restrictions do not apply.

Assessor's Signature John B. Spiehl Date 9-15-25 Amount \$8.00

7 Parcels
1 Applicant
- 2 DVPS
4



Abutters Map for Parcel 22/11-1 using direct abutters

Printed on 09/15/2025 at 01:39 PM

Legend

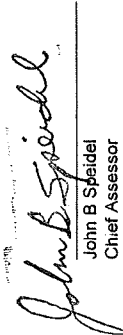
- Parcel Boundary Selection
- Parcel Boundary



Parcel ID	Location	Owner 1	Owner 2	Address 1	Address 2	City	State	Zip Code
22-10-3-1	TREBLE COVE RD	CAFUA REALTY TRUST XIII LLC		280 MERRIMACK STREET		METHUEN	MA	01844
22-10-3-2	181 BOSTON RD	CAFUA REALTY TRUST XIII LLC		280 MERRIMACK STREET		METHUEN	MA	01844
22-11-1	199 BOSTON RD	KANE JONATHAN T TR		ONE VAN DEE GRAATT DRIVE	SUITE 402	BURLINGTON	MA	01803
22-13-1-3	76 TREBLE COVE RD	ALIBRANDI JAMES P		70 TREBLE COVE RD		N BILLERICA	MA	01862
22-13-2-2	70 TREBLE COVE RD	ALIBRANDI JAMES P		70 TREBLE COVE RD		N BILLERICA	MA	01862
22-152-0	221 BOSTON RD	LOMBARDI PROPERTY HOLDINGS LLC		221 BOSTON ROAD		N BILLERICA	MA	01862-2321
22-16-1	TREBLE COVE RD	TOWN OF BILLERICA		365 BOSTON RD		BILLERICA	MA	01821

DISCLAIMER: This list is certified based upon records held in this department as of the date on the abutter's list. It was completed to the best of our ability based upon the information we have available. We do not certify the accuracy of this list per se, only the names and addresses listed on it. In most cases, public disclosure of the hearing pertaining to this list is required and published in the local newspaper. Every effort has been taken to insure proper notification.

The Board of Assessors certifies the accuracy of the names and addresses on this list based upon our current records.


John B. Spaidel
Chief Assessor

September 15, 2025

**TOWN OF BILLERICA
SELECT BOARD
PUBLIC HEARING
TRANSFER OF AN ALL-ALCOHOL §12 RESTAURANT, COMMON VICTUALLER,
ENTERTAINMENT (WEEKDAY & SUNDAY) LICENSES
365 BOSTON RD
CONWAY HEARING ROOM (205) and via ZOOM
BILLERICA, MA 01821
DECEMBER 8, 2025 @ 6:00 PM**

Notice is hereby given under Chapter 138 of MGL. that a public hearing will be held for the transfer of an On-Premises All-Alcohol License §12 Restaurant, Common Victualler License, Entertainment (Weekday & Sunday) License **FROM** Triple Sushi Inc. dba Nana Seven **TO** Hinoki Japanese Steakhouse, Inc. dba Hinoki Japanese Steakhouse at the premises located at 199 Boston Road, Billerica, MA. A public hybrid hearing will be held by the Select Board on Monday, December 8, 2025 at 6:00 PM in the Thomas H. Conway Hearing Room, Town Hall, 365 Boston Road, Billerica, MA and via Zoom.
<https://us02web.zoom.us/j/83477138002>

Dawn McDowell (Select Board)

From: legals@mediaonene.com
Sent: Friday, November 21, 2025 12:52 PM
To: Dawn McDowell (Select Board)
Subject: Thank you for placing your order with us.

[EXTERNAL EMAIL]

DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe.

THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

Job Details Order Number: NY0162246 Classification: COB/Liquor License Package: Legals MA Order Cost: \$232.29	Schedule for ad number NY01622460 Mon Nov 24, 2025 The Lowell Sun Legals <i>All Zones</i>
Account Details BILLERICA SELECT BOARD MA Legals TOWN HALL 365 BOSTON ROAD BILLERICA, MA 01821 978-671-0939 selectboard@town.billerica.ma.us BILLERICA SELECT BOARD	

**TOWN OF BILLERICA
SELECT BOARD
PUBLIC HEARING
TRANSFER OF AN
ALL-ALCOHOL
§12 RESTAURANT,
COMMON
VICTUALLER,
ENTERTAINMENT
(WEEKDAY &
SUNDAY) LICENSES
365 BOSTON RD
CONWAY HEARING
ROOM (205) and via
ZOOM
BILLERICA, MA
01821
DECEMBER 8, 2025
@ 6:00 PM**

Notice is hereby given under Chapter 138 of MGL that a public hearing will be held for the transfer of an On-Premises All-Alcohol License §12 Restaurant, Common Victualler License, Entertainment (Weekday & Sunday) License FROM Triple Sushi Inc. dba Nana Seven TO Hinoki Japanese Steakhouse, Inc. dba Hinoki Japanese Steakhouse at the premises located at 199 Boston Road, Billerica, MA. A public hybrid hearing will be held by the Select Board on Monday, December 8, 2025 at 6:00 PM in the Thomas H. Conway Hearing Room, Town Hall, 365 Boston Road, Billerica, MA and via Zoom. <https://us02web.zoom.us/j/83477138002>
11/24/25
#NY0162246



October 29, 2025

To the Board of Selectmen - Billerica, Massachusetts

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole location(s)

If you have any questions regarding this permit, please contact:

Tommy Ho (508) 935-1701 or tommy.ho@leidos.com

Please notify National Grid's Jenn Iannalfo of the hearing date / time to Jennifer.Iannalfo@nationalgrid.com

If this petition meets with your approval, please return an executed copy to each of the above-named Companies.

National Grid: Jennifer Iannalfo, 1101 Turnpike Street; North Andover, MA 01845.

Very truly yours,

Dave Johnson

Dave Johnson
Supervisor, Distribution Design

Enclosures

Questions contact Design – Tommy Ho (508) 935-1701 or tommy.ho@leidos.com

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To The Board of Selectmen
Of Billerica, Massachusetts

Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Pinehurst Avenue - National Grid to install 1 JO pole on Pinehurst Avenue beginning at a point approximately 107 feet West of the centerline of the intersection of Allendale Avenue and Pinehurst Avenue and continuing approximately 15 feet in a North direction. National Grid will install a new mid-span pole, P3-50 at 9 Pinehurst Avenue, Billerica, MA.

Location approximately as shown on plan attached.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Pinehurst Avenue - Billerica, Massachusetts.

No.# 31199524

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a
NATIONAL GRID *Dave Johnson*

BY _____
Engineering Department

VERIZON NEW ENGLAND, INC.

BY *JB* _____
Manager / Right of Way

October 29, 2025

Questions contact Design -- Tommy Ho (508) 935-1701 or tommy.ho@leidos.com

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen - Billerica, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 21st day of October, 2025.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Pinehurst Avenue - Billerica, Massachusetts.

No.# 31199524

Filed with this order:

There may be attached to said poles by Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Pinehurst Avenue - National Grid to install 1 JO pole on Pinehurst Avenue beginning at a point approximately 107 feet West of the centerline of the intersection of Allendale Avenue and Pinehurst Avenue and continuing approximately 15 feet in a North direction. National Grid will install a new mid-span pole, P3-50 at 9 Pinehurst Avenue, Billerica, MA.

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the
Of the City/Town of _____, Massachusetts held on the _____ day of _____ 20__.

I hereby certify that the foregoing order was adopted at a meeting of the Select Board of the Town of Billerica, Massachusetts held on the 5th day of January 2026.

Town Clerk

Massachusetts

Received and entered in the records of location orders of the Town of Billerica

Book

Page

Attest:

Town Clerk

I hereby certify that on January 5, 2026, at 6:00 o'clock PM, At 365 Boston Road, Town Hall, Billerica, MA 01821, a public hearing was held on the petition of Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND, INC. for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect Poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

Town Clerk

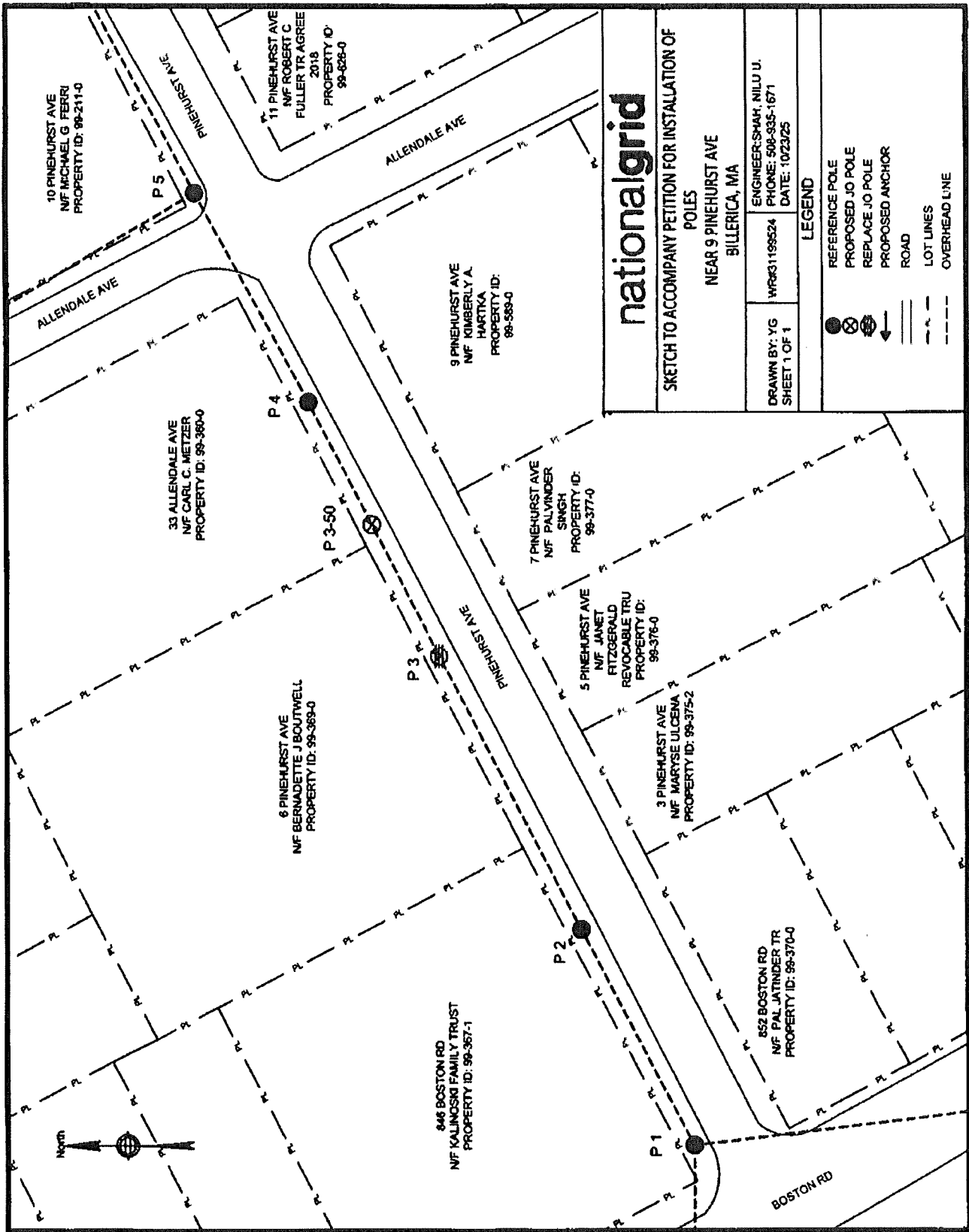
Select Board of the Town of Billerica, Massachusetts

CERTIFICATE

I hereby certify that on the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the Select Board of the Town of Billerica, Massachusetts, on the 5th day of January 2026 and recorded with the records of location orders of the said Town, Book and Page . This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk





Board of Assessors
Town Hall
365 Boston Road
Billerica, Massachusetts 01821

DEC 11 2025

JOHN B. SPEIDEL, *Chairman*
RICHARD J. SCANLON, *Associate*
RICK LADD, *Associate*

Tele: (978) 671-0971
assessors@town.billerica.ma.us

ABUTTERS LIST REQUEST

Name National Grid

Date December 10, 2025

Address of Property: 33 Allendale Ave

Plate 99-360-0

Telephone Number _____

Parcel _____

I request one copy of the following abutters list and three copies of the labels for the above listed property. The cost of this service shall be \$2.00 per name. The list shall be available five to ten (5-10) working days from the requested date or earlier.

Signature of applicant

Types of Abutters Lists

There are four types of abutters lists which may be required in the Town of Billerica. The board or commission you are seeking approval from and the particular request you are making determines the type of list. You will need to contact the applicable board or commission to determine which of the following will be required in your case.

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B. Abutters Within 100 Feet

This list contains all abutters within 100 feet of the parcel, notwithstanding public or private streets or ways, municipal borders or bodies of water.

C. Abutter to Abutter Within 300 Feet

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D. All Property Owners Within 300 Feet (Cell Towers – All Property Within 500 Feet)

This list contains all properties within 300 feet of the subject parcel. Abutters to abutter restrictions do not apply.

Assessor's
Signature

Date

12/11/25


Amount

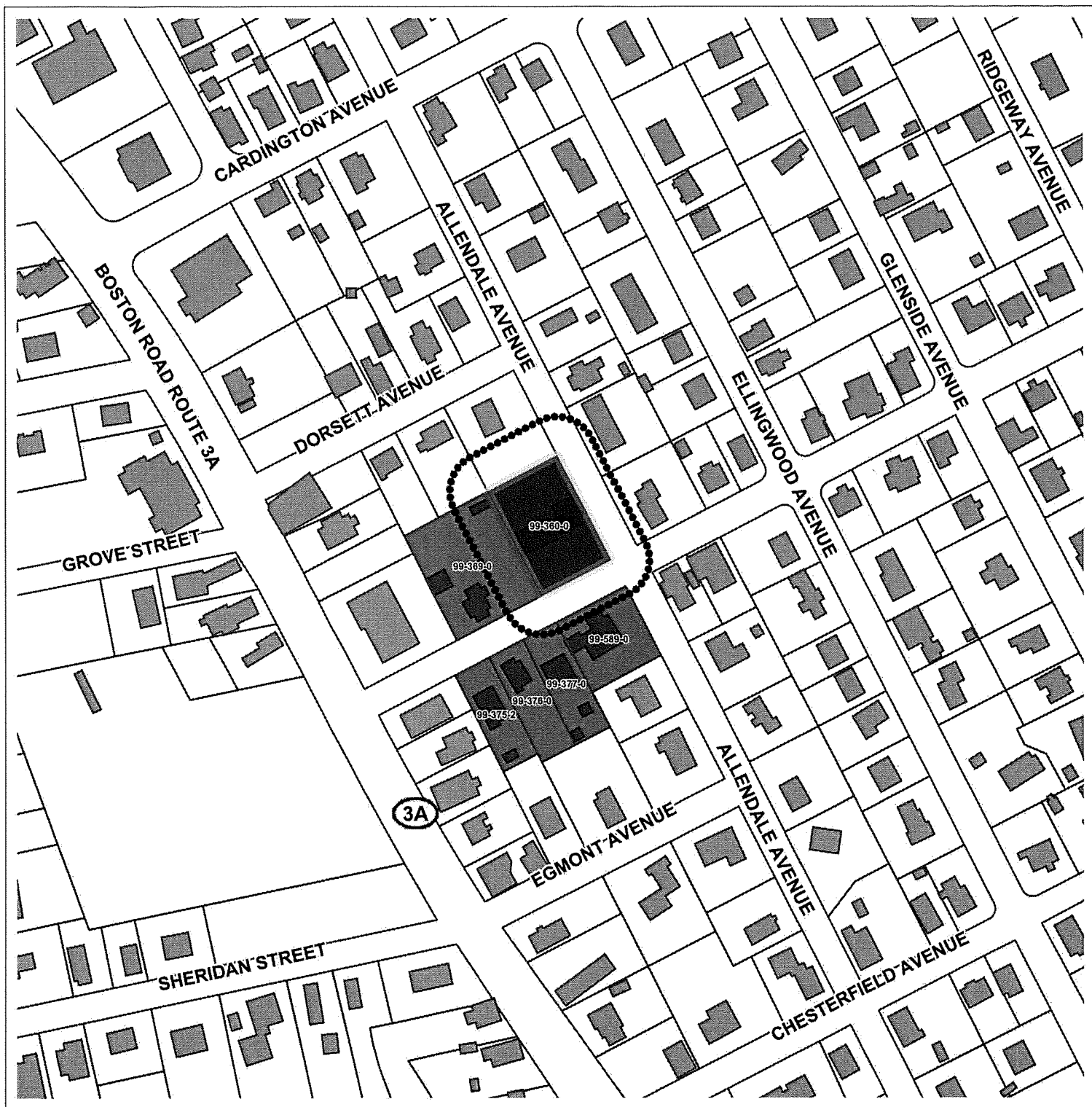
\$12.00

Parcel ID	Location	Owner 1	Owner 2	Address 1	Address 2	City	State	Zip Code
99-360-0	33 ALLENDALE AV	SAL AND SOBS LLC		36 BEACHAM AVENUE		SAUGUS	MA	01906-3990
99-369-0	6 PINEHURST AV	BIB LIVING TRUST	BOUTWELL BERNADETTE JUDY TR	6 PINEHURST AVE		BILLERICA	MA	01821
99-376-0	5 PINEHURST AV	JANET FITZGERALD REVOCABLE TRU	FITZGERALD JANET M TR	31 COLLEGE RD		BURLINGTON	MA	01803
99-377-0	7 PINEHURST AV	SINGH PALVINDER	KAUR KULWANT	7 PINEHURST AVE		BILLERICA	MA	01821
99-589-0	9 PINEHURST AV	HARTKA KIMBERLY A.	HARTKA DAVID J.	9 PINEHURST AV		BILLERICA	MA	01821
99-375-2	3 PINEHURST AV	ULCENA MARYSE	ULCENA GEORGE	3 PINEHURST AVE		BILLERICA	MA	01821-5901

DISCLAIMER: This list is certified based upon records held in this department as of the date on the abutter's list. It was completed to the best of our ability based upon the information we have available. We do not certify the accuracy of this list per se, only the names and addresses listed on it. In most cases, public disclosure of the hearing pertaining to this list is required and published in the local newspaper. Every effort has been made to ensure proper notification.

The Board of Assessors certifies the accuracy of the names and addresses on this list based upon our current records.




John B. Speidel
Chief Assessor
December 11, 2025

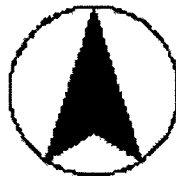


Abutters map for parcel 99-360-0 using direct abutters

Printed on 12/11/2025 at 10:50 AM

Legend

-  Parcel Boundary Selection
-  Parcel Boundary



0 380 760 ft



SELECT BOARD
TOWN HALL
365 BOSTON ROAD
BILLERICA, MASSACHUSETTS 01821
978-671-0939
FAX: 978-671-0947

Jillian K. Pavidis, *Chair*
John J. Burrows, *Vice Chair*
Daniel R. Darris-O'Connor, *Secretary*
Michael S. Rosa, *Member*
Dina M. Favreau, *Member*

NOTICE OF HEARING

To: NATIONAL GRID, VERIZON AND ALL ABUTTERS

You are hereby notified that a hearing will be held by the Select Board on Monday, January 5, 2026 @ 6:00 PM in the Conway Hearing Room #205 in Town Hall, 365 Boston Road and via Zoom:

<https://us02web.zoom.us/j/83477138002>

phone 1 929 205 6099

webinar id: 834 7713 8002

National Grid #31199524

Parcel: 99-360-0

33 Allendale Avenue

National Grid to install (1) JO Pole on Pinehurst Avenue beginning at a point ~107' west of the centerline of the intersection of Allendale Avenue and continuing ~15' in a north direction for a new mid-span pole, P3-50 located in front of 33 Allendale Ave.

If there are any questions on this hearing: Please call or email Tommy Ho at (508) 935-1701 or tommy.ho@leidos.com



**HEARING NOTICES FOR
NATIONAL GRID, VERIZON and COMCAST
POLE LOCATIONS, CONDUIT, ETC.**

☒ DPW

Location of Pole/Conduit:	33 Allendale Ave (99-360-0)
Reason of Pole/Conduit:	National Grid to install (1) JO Pole on Pinehurst Avenue beginning at a point ~107' west of the centerline of the intersection of Allendale Avenue and continuing ~15' in a north direction for a new mid-span pole, P3-50 located in front of 33 Allendale Ave.
Plan #:	31199524
Comments on Plan: Please note the water main appears to be in close proximity to the proposed pole location. National Grid must meet with Water Division and DPW on site after water is marked out prior to installation of pole. The Water and Wastewater (Sewer) Divisions are not notified by Digsafe to mark utilities. Must call 978-671-0956 (Wastewater) and 978-671-0957 (Water) to request marking of water and sewer lines. <u>DO NOT PROCEED WITHOUT CONFIRMATION OF WATER AND SEWER MARKINGS.</u> Contractor is responsible to locate and protect all existing drainage pipes and structures, as well as all other property within work site. Any damaged property must be reported to DPW, and promptly repaired by the contractor. Notify Engineering Office (978-671-1300) any time drainage pipes or structures are exposed. A Street Opening Permit from DPW (978-436-9178) is required for any underground excavations for conduit, cables, wires, manholes, etc. placed within the right-of way. All Right of Way Opening Rules and Regulations must be followed. A site walk must be scheduled with DPW (978-436-9178) after water and sewer are marked out, prior to approval of any Street Opening Permit work (if required). Contractor Acknowledgement Form is attached for signature.	
Signature:	<i>Stephen Robertson</i> DPW Representative
Date:	12/30/25
Please return to the Select Board Office by: December 31, 2025	



**HEARING NOTICES FOR
NATIONAL GRID, VERIZON and COMCAST
POLE LOCATIONS, CONDUIT, ETC.**

CONTRACTOR ACKNOWLEDGEMENT FORM

Location of Pole/Conduit:	33 Allendale Ave (99-360-0)
Reason of Pole/Conduit:	National Grid to install (1) JO Pole on Pinehurst Avenue beginning at a point ~107' west of the centerline of the intersection of Allendale Avenue and continuing ~15' in a north direction for a new mid-span pole, P3-50 located in front of 33 Allendale Ave.
Plan #:	31199524
Comments on Plan: Please note the water main appears to be in close proximity to the proposed pole location. National Grid must meet with Water Division and DPW on site after water is marked out prior to installation of pole. The Water and Wastewater (Sewer) Divisions are not notified by Digsafe to mark utilities. Must call 978-671-0956 (Wastewater) and 978-671-0957 (Water) to request marking of water and sewer lines. <u>DO NOT PROCEED WITHOUT CONFIRMATION OF WATER AND SEWER MARKINGS.</u> Contractor is responsible to locate and protect all existing drainage pipes and structures, as well as all other property within work site. Any damaged property must be reported to DPW, and promptly repaired by the contractor. Notify Engineering Office (978-671-1300) any time drainage pipes or structures are exposed. A Street Opening Permit from DPW (978-436-9178) is required for any underground excavations for conduit, cables, wires, manholes, etc. placed within the right-of way. All Right of Way Opening Rules and Regulations must be followed. A site walk must be scheduled with DPW (978-436-9178) after water and sewer are marked out, prior to approval of any Street Opening Permit work (if required).	

I hereby certify that I am aware of these DPW comments regarding the work described.

Dave Johnson/lla
Signature – Utility Company Representative

12/31/2025
Date

DAVID JOHNSON
Print Name – Utility Company Representative

N/GRID
Utility Company Name



HEARING NOTICES FOR
NATIONAL GRID, VERIZON AND COMCAST
POLE PETITION LOCATIONS, CONDUIT, ETC.

☐ DPW

☒ Electrical Inspector

☐ Safety Officer, Police

Location of Pole/Conduit:	33 Allendale Ave (99-360-0)
Purpose of Pole/Conduit:	National Grid to install (1) JO Pole on Pinehurst Avenue beginning at a point ~107' west of the centerline of the intersection of Allendale Avenue and continuing ~15' in a north direction for a new mid-span pole, P3-50 located in front of 33 Allendale Ave.
Plan #:	31199524
Comments on Plan:	No
Any Interference with line of sight?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Markings for Fire Hydrant Needed?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Resident's Complaints?	No
Signature:	Mary Ballin
Date:	12-29-25
Please return to the Select Board Office By: December 31, 2025	



HEARING NOTICES FOR
NATIONAL GRID, VERIZON AND COMCAST
POLE PETITION LOCATIONS, CONDUIT, ETC.

☐ DPW

☐ Electrical Inspector

☒ Safety Officer, Police

Location of Pole/Conduit:	33 Allendale Ave (99-360-0)
Purpose of Pole/Conduit:	National Grid to install (1) JO Pole on Pinchurst Avenue beginning at a point ~107' west of the centerline of the intersection of Allendale Avenue and continuing ~15' in a north direction for a new mid-span pole, P3-50 located in front of 33 Allendale Ave.
Plan #:	31199524
Comments on Plan:	N/A
Any Interference with line of sight?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Markings for Fire Hydrant Needed?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Resident's Complaints?	NO KNOWN COMPLAINTS
Signature:	SGT. JEF M. L. #95
Date:	26 DEC 2025
Please return to the Select Board Office By: December 31, 2025	



MEMORANDUM

TO: Select Board

FROM: Christopher Dillon, Town Manager *CAD*

SUBJECT: Town Manager's Report

DATE: December 31, 2025

Because of the holidays and fighting the flu, I do not have a lot of information to update the board with. However, the Town was notified of a few things you should be aware of:

1. We received a letter from Shawheen Valley Technical High School regarding a feasibility study, which is projected to cost around \$1.5 million. Using the formula of \$1,159 per student, the Town of Billerica's share will be \$554,002 (478 Billerica students).
2. We received a letter from our new Legal firm, letting us know they made a donation to the Billerica Community Pantry to express their appreciation of working with the Town of Billerica.
3. I have included a copy of a special notice that is going out regarding our sewer rehabilitation project. Not all residents will receive this notification, but those that do will be asked to refrain from heavy water/sewage usage during the period of time provided as their sewer line connection will be temporarily sealed off from the Town's main sewer line.
4. There is information in your packet from Todd Melanson regarding a PFAS Lawsuit. In summary, the Town signed onto this class action suit and Todd worked with his staff to provide the required information to legal counsel. We will schedule Todd before the Select Board at a future meeting to provide more information and answer questions the Board may have.

Department of Public Works

- **DPW Facility Project:** Our Contractor is currently working on installing a water main on River Street Extension to provide looping of the water main for water quality and improved operation.
- **Roadway Management 2025:** Installation of the Rectangular Rapid Flashing Beacon (RRFB) pedestrian crosswalk sign assemblies supplied through MassDOT's RRFB Materials Procurement Project was completed on December 22/23, 2025. These RRFB's are located on Lexington Road near the new Recreation Department Facility and on Chelmsford Road at the entrance to the Warren H. Manning State Forest.
- **Sewer Expansion Survey:** Letters for the sewer survey were mailed out on 11/25/2025. The mailing included 1,340 properties. Property owners have been asked to complete the survey by 12/31/2025. As of 12/30/2025, we have received 418 responses. Once all responses are in, we'll review the data and discuss next steps.

- **Town Center:** On 12/18/2025 DPW met with our Consultant to review the Scope of Work and budget. We anticipate that the scope of work will be presented to the Select Board for discussion early 2026.
- **Yankee Doodle Bike Path:** The Public Shade Tree Hearing on this project was held on 12/3/2025. On 12/15/2025, the DPW met with VHB to discuss the concerns raised during the hearing. VHB is currently reviewing previously considered alternatives and evaluating the alignment along Astrig Way to determine whether design modifications can be made to reduce the number of trees proposed for removal within the public right-of-way. Once this analysis is completed, the Town will meet with MassDOT to discuss acceptable options. If an agreement can be reached between the Town and MassDOT, we will then reach out to the direct abutters to solicit their feedback, as they are the most directly impacted by this project. We anticipate this process will take a few weeks.
- **All-Way Stop Control (Cook St/Alexander Rd):** This is the second time MassDOT is offering a materials procurement program to convert two-way stop-controlled intersections to all-way stop control. With this round, we asked that they review the intersection of Cook Street and Alexander Road to convert from a 3-way stop to all way stop condition. We were just notified that they will be starting to obtain the necessary traffic data and performing the engineering review. This is at no cost to the Town.



Shawsheen Valley Technical High School

100 Cook Street, Billerica, Massachusetts 01821-5499

Internet Address: www.shawsheentech.org

TONY MCINTOSH

Superintendent-Director

December 22, 2025

Tel.: (978) 667-2111

Fax: (978) 663-6272

Christopher Dillon, Town Manager
365 Boston Road, Office #207
Billerica, MA 01821

Dear Mr. Dillon,

On behalf of the Shawsheen Valley Regional Vocational Technical School District, I respectfully request the inclusion of a warrant article on the Town of Billerica 2026 Annual Town Meeting agenda. The purpose of this article is to secure funding for a Massachusetts School Building Authority (MSBA) Feasibility Study, projected to cost approximately \$1.5 million.

On December 16, 2025, the District's School Committee voted to allocate this cost among the sending towns proportionally, based on student enrollment as of October 1, 2025. At that time, total enrollment across all five sending towns was 1,293 students, resulting in a per-student cost of approximately \$1,159. For the town of Billerica, with 478 enrolled students, this calculation yields a total share of \$554,002. This amount which represents Billerica's highest projected share based on current estimates and shall not be exceeded.

The feasibility study represents a critical step in the MSBA process. It will enable the District to evaluate existing facilities, assess educational program needs, and develop potential solutions to address long-term infrastructure requirements. Approval of this warrant article will allow the District to advance within the MSBA process and position our communities to benefit from potential state reimbursement for future construction or renovation projects.

We respectfully request that this warrant article be placed on the Annual Spring Town Meeting agenda so that voters may consider and approve the necessary funding. Your support in advancing this request is greatly appreciated.

I ask that you kindly confirm receipt of this correspondence with my assistant, Nichole Staude, at nstaude@shawtech.org.

Thank you for your attention to this matter. Please feel free to contact me directly should you require additional information or documentation to facilitate the inclusion of this warrant article.

Sincerely,



Tony McIntosh
Superintendent-Director

BEDFORD

BILLERICA

BURLINGTON

TEWKSBURY

WILMINGTON

Shawsheen Valley Technical High School

100 Cook Street, Billerica, Massachusetts 01821-5499

Internet Address: www.shawsheentech.org

TONY MCINTOSH

Superintendent-Director

Tel.: (978) 667-2111

Fax: (978) 663-6272

November 24, 2025

Mr. Christopher Dillon
365 Boston Road Office #207
Billerica, MA 01821

Dear Mr. Dillon,

I am reaching out to request that a placeholder article be added to the warrant for Billerica's upcoming Annual Town Meeting to allow for a funding request to support the Shawsheen Valley Technical High School's Massachusetts School Building Authority Feasibility Study.

While the exact funding amount of the request has not yet been determined, we want to ensure that the opportunity to present this request is reserved. We would greatly appreciate your guidance on the appropriate next steps, including any submission requirements, deadlines, or procedural details needed to secure placement on the warrant.

Thank you for your guidance and assistance.

Sincerely,



Tony McIntosh
Superintendent-Director

Thomas J. Harrington Christopher H. Heep Donna M. Brewer Jennie M. Merrill Ivria Glass Fried Bryan F. Bertram Christopher L. Brown
Ethan B. Dively Anthony J. Riley Eric B. Reustle Rian R. Holmquest Andrew N. Bettinelli Emily A. Meehan

December 16, 2025

Christopher Dillon, Town Manager
Town of Billerica
365 Boston Road
Billerica, MA 01821

Dear Chris,

It has been a privilege and a pleasure working with the Town of Billerica in 2025. We thought the best way to show our appreciation for you would be to make a donation to the Billerica Community Pantry.

Our best wishes for the season and our fondest hopes for 2026!

Sincerely,



Ivria Fried



Department of Public Works-Wastewater Division

Town Hall, 365 Boston Road, Billerica, Massachusetts 01821
PH: (978) 671-1313 FAX: (978) 671-0906

Frederick W. Russell, PE, Director
Nicolas Evans, Wastewater Superintendent

SPECIAL NOTICE

Dear Resident/Property Owner,

This letter is to inform you that National Water Main Cleaning Co. will be rehabilitating the sewer mainline in your neighborhood using a method known as Cured-in-Place Pipelining (CIPP). This method installs a new, jointless pipe within the existing sewer main, reducing root intrusion and water infiltration, improving flow, and providing a stronger, more durable pipe without the need for excavation.

To perform this work, there will be a temporary interruption of sewer service to your residence or business for approximately 8 hours.

The sewer service interruption is tentatively scheduled to occur between: _____

You will receive a 24-hour advance notice on the day prior to the rehabilitation of the specific pipe that your property is connected to. Please be aware that the above date is tentative and may be subject to change.

During the service interruption, your property's sewer connection will be completely sealed off from the Town's sewer main. To prevent sewer backups or possible damage to the newly installed liner, please follow the precautions below:

Please limit water usage to an absolute minimum.

- Do NOT use washing machines or dishwashers.
- If you must shower, please do not drain the water until service has been restored.
- Any sump pumps connected to the sewer system must be disconnected or redirected elsewhere.

Failure to adhere to these instructions may result in a sewer backup into your property.

To assist the contractor in completing this work efficiently, please do not park on the roadway in the work area. Temporary No Parking signs will be posted as needed. Vehicles parked in posted areas may be subject to towing.

During certain phases of the installation process, you may notice temporary odors. These are more likely to occur in buildings with faulty or missing traps. Odors can often be minimized by running water into sinks, showers, toilets, and floor drains, and by opening windows for ventilation.

If you have questions regarding this project, please contact my office (978) 671- 0956 or call the main DPW number at (978) 671-1313.

Thank you for your cooperation and understanding during this important infrastructure improvement project.

Sincerely,

Nicolas Evans
Superintendent – Wastewater Division
Town of Billerica

PFAS Lawsuit Recap

In April of 2024, I approached Fred Russell about trying to gain access into the PFAS Class Action Lawsuit, since we do have PFAS compounds in our raw water. He gave me the instructions to proceed. I brought forth Ken Sansone of SL Environmental Law to Clancy Main and Fred Russell, among others.

In June 2024, the Town of Billerica signed onto the PFAS Lawsuits. My staff and I spent from June Of 2024 to June 2025 compiling the required data and information, meeting all reporting deadlines and coordinating between the town and law firm.

In July 2025, the first of the lawsuits and the largest was settled with 3M/Dupont and Billerica received the first two disbursements from this action fund:

July 2025	\$395,131.51
September 2025	\$756,994.90
For a running total of	\$1,152,126.41

It is my understanding that we will receive the remainder of the settlement in annual payments from this Action Fund over the next 10 years (2026-2036) but in smaller amounts.

There are some smaller class action suits that have yet to be settled: Special Needs Claims, Tyco and BASF, which SL Environmental made sure we were entered in to. These are smaller amounts in total, and we will have to wait and see what the town receives from these lawsuits.



SELECT BOARD
TOWN HALL
365 BOSTON ROAD
BILLERICA, MASSACHUSETTS 01821
978-671-0939
FAX: 978-671-0947

Jillian K. Pavidis, *Chair*
John J. Burrows, *Vice Chair*
Daniel R. Darris-O'Connor, *Secretary*
Michael S. Rosa, *Member*
Dina M. Favreau, *Member*

2026 LICENSE CERTIFICATE

Licensee:	Petty King Brewing Company, LLC	License #	2026-1-FBP
DBA:	Petty King Brewing Company	ABCC License#:	09255-PP-0106
Address:	279 Boston Road	Manager:	John Thompson
Town:	Billerica, MA 01862	Phone:	
License Type:		Amount Due:	\$22 TOTAL
Liquor License – Farmer Brewery Pouring Permit			Based on Total Barrels
Hours of Operation:			
Monday-Saturday		12:00 PM to 12:00 AM	
Sunday		12:00 PM to 10:00 PM	
Restrictions:			
Conditions of the Mixed Use Special Permit			
Description of Premise:			
~1,912 TOTAL SF with entry points with doors and windows in the front and back and poured concrete floors. T1, 612 SF will be used as tavern/pub and 300 SF will be a blocked off area for brewery equipment. Women's and Men's restrooms provided.			

The foregoing license(s) have been voted favorably by the Select Board based on the application submitted, the regulations and restrictions of the Board, and Massachusetts General Laws Chapters 138, 140 and other sections.

Jillian K. Payidis, Chair

John J. Burrows, Vice Chair

Daniel R. Darris-O'Connor, Secretary

Michael S. Rosa, Member

Dina M. Favreau, Member

THIS LICENSE CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES THAT IS IN FULL PUBLIC VIEW. THE ABOVE LICENSE SHALL EXPIRE JANUARY 1, 2027.

America's Yankee Doodle Town

THE COMMONWEALTH OF MASSACHUSETTS
ALCOHOLIC BEVERAGES CONTROL COMMISSION

95 Fourth Street, Suite 3

Chelsea, MA 02150-2358

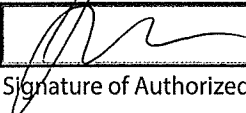
Retail License Renewal

Renewal For (Year) 2026

License Number	09255-PP-0106	Municipality	Town of Billerica
License Name	Petty King Brewing Company, LLC	License Class	Annual
DBA	Petty King Brewing Company	License Type	Farmer Brewery Pouring Permit
Premises Address	279 Boston Road	License Category	Malt Only
Manager Name	John Thompson		

I hereby certify and under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type and category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).



Signature of Authorized Party

November 21, 2025

Date

John Thompson

Printed Name of Signer

Owner

Title

johnthompson42@gmail.com

Email Address

Please sign this form only in the month of November and return to your Local Licensing Authority.

Additional Information / Corrections

--



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

Licensing Authority Certification

Municipality: Billerica

ABCC Commission Decision

APPROVED

Ralph Sacramone
Executive Director

Date of Commission Decision: 10/22/2025

License Information:

Applicant Name/DBA:	Petty King Brewing Company LLC / Petty King Brewing Company	License Number (if applicable):	09255-PP-0106
Premises Address:	279 Boston Road Billerica MA 01862	Record Number:	2025-000617-RT-APP
Manager Name:	John Thompson		
Class:	Annual	Granted Under Special Legislation?	Yes <input type="radio"/> No <input checked="" type="radio"/>
Category:	Malt Only		
On / Off Premises:	On-Premises Consumption	Is there a pledge on this license?	Yes <input type="radio"/> No <input checked="" type="radio"/>
Type:	Farmer Brewery Pouring Permit	Is this license under a management agreement?	Yes <input type="radio"/> No <input checked="" type="radio"/>

Transaction Type:

New/Transfer License: New

Application Contact:

Name: John Thompson	Title: Owner	Phone: (617) 888-0623	Email: johnthompson42@gmail.com
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SELECT BOARD
TOWN HALL
365 BOSTON ROAD
BILLERICA, MASSACHUSETTS 01821
978-671-0939
FAX: 978-671-0947

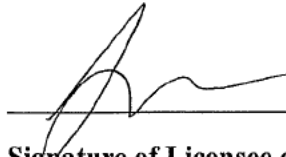
Jillian K. Pavidis, *Chair*
John J. Burrows, *Vice Chair*
Daniel R. Darris-O'Connor, *Secretary*
Michael S. Rosa, *Member*
Dina M. Favreau, *Member*

2026 LICENSE RENEWAL APPLICATION

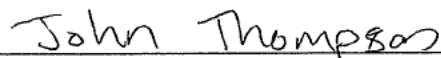
Licensee:	Petty King Brewing Company, LLC	License #	2026-1-FBP
DBA:	Petty King Brewing Company	Tax ID#:	00-1813393
Address:	279 Boston Road	ABCC License#:	09255-PP-0106
Town:	Billerica, MA 01862	Manager:	John Thompson
Phone:		Manager's Address:	
Email: (Required)		Manager's Phone#:	
License Type:		Amount Due:	\$22 TOTAL
Liquor License – Farmer Brewery Pouring Permit			(Based on Total Barrels)
Hours of Operation:			
Monday-Saturday		12:00 PM to 12:00 AM	
Sunday		12:00 PM to 10:00 PM	
Restrictions:			
Conditions of the Mixed Use Special Permit			
Description of Premise:			

NAME OF INDIVIDUAL OR CORPORATION THAT PAYS TAXES TO THE TOWN OF BILLERICA:

CERTIFICATION: Pursuant in part to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best knowledge and belief, have filed all state tax returns, paid all state/local taxes required under the law, the premises meets all federal, state, and local laws/by-laws, including zoning requirements and any other applicable restrictions/conditions, and attest that the above information is true and correct.



Signature of Licensee or Corporate Officer



Printed Name of Licensee or Corporate Officer



SELECT BOARD
TOWN HALL
365 BOSTON ROAD
BILLERICA, MASSACHUSETTS 01821
978-671-0939
FAX: 978-671-0947

RULES AND REGULATIONS ACKNOWLEDGEMENT FORM

This Form MUST Be Submitted during the Yearly Renewal Process

Name: John Thompson

Name of Establishment: Petty King Brewing Company

Address: 279 Boston Rd
Billerica, MA

Printed Name: John Thompson

Signature: [Handwritten Signature]

Date: 5/13/25

I am the Manager or duly authorized designee of the above listed establishment and I hereby certify that I have read and understand the Town of Billerica Rules and Regulations for the Licensing and Sale of Alcoholic Beverages.



A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

john thompson

is awarded this certificate for

TIPS On-Premise Alcohol Server Training



Hours
3.00



Completion Date
06/13/2025



Expiration Date
06/12/2028



Certificate #
ON-000037737330

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

(CUT HERE)

(CUT HERE)



On-Premise

Issued: 06/13/2025

Certificate #: ON-000037737330

John Thompson

6 Fox Run Lane, Methuen, MA, USA
Methuen MA 01844

CERTIFIED

Expires: 06/12/2028



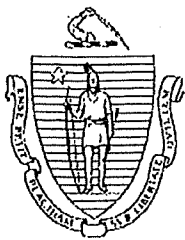
A 360TRAINING COMPANY

Phone: 800-438-8477

www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
Lafayette City Center
2 Avenue de Lafayette, Boston, MA 02111-1750
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Petty King Brewing Company LLC

Address: 279 Boston Rd

City/State/Zip: Billerica, MA 01864 Phone #: 617-888-0623

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 0 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☒ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # _____ Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under § 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature] Date: 5/13/25

Phone #: 617-888-0623

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (check one):

1. ☐ Board of Health 2. ☐ Building Department 3. ☐ City/Town Clerk 4. ☐ Licensing Board
5. ☐ Selectmen's Office 6. ☐ Other _____

Contact Person: _____ Phone #: _____

Dawn McDowell (Select Board)

From: Melville, Ryan (TRE) [REDACTED]
Sent: Wednesday, December 31, 2025 8:30 AM
To: Dawn McDowell (Select Board)
Subject: RE: Question about a renewal

[EXTERNAL EMAIL]

DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe.

There is no specific date for select board approval, the licensee has to sign the renewal in November. Once your board approves please send it in with a brief memo explaining and we will add it to the renewals we have received.

Thanks

Ryan Melville
Deputy Executive Director
Massachusetts Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150
Phone-1-857-453-2718
Fax-1-617-727-1258

From: Dawn McDowell (Select Board) <selectboard@billerica.gov>
Sent: Tuesday, December 30, 2025 5:39 PM
To: Melville, Ryan (TRE) [REDACTED]
Subject: Question about a renewal

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hi Ryan,

I have a question about one of my licenses.

One of my licenses just was approved in October and I had the owner sign a blank retail license renewal receipt back in November. Because an occupancy permit has not been issued yet for the space, I had his application set apart waiting for the occupancy permit to be issued. The occupancy permit still has not been issued and the space is still being built.

I inadvertently did not submit the license to the Select Board at the last meeting in December with all of the other licenses. This was a mistake on my part, because it was not in with all my regular licenses because it was being

held for occupancy. Can the Select Board approve it at their meeting on Monday, January 5th? The business is NOT open and is still being constructed, which I will hold the license in the office until an occupancy permit is issued and he did submit the required renewal paperwork in November.

I looked quickly at the 2026 Renewal paperwork that was sent out and I couldn't find that the Select Board must approve it before the end of the year because most times the businesses are open and that would be a requirement. This one is a little weird where the business is not yet open.

Please advise.

Thank you!

Dawn McDowell

Executive Confidential Assistant to the Billerica Select Board

This e-mail notice is provided for informational purposes only and any discussion should take place at a properly posted meeting.



BILLERICA COUNCIL ON AGING

25 CONCORD ROAD
BILLERICA, MASSACHUSETTS 01821

TELEPHONE: 978-671-0916

Hemali Shah
Director

MEMORANDUM

To: Christopher Dillon, Town Manager
Ann Marie Casey, Assistant Town Manager

From: Hemali Shah, COA Director

Re: Proposed Changes to the FY27 Senior & Veteran Property Tax Work-Off (TWO) Program

Date: November 24, 2025

Summary

The Council on Aging proposes modifying the Fiscal Year 2027 (FY27) Tax Work-Off (TWO) Program application for Seniors and Veterans to prioritize financially vulnerable residents. This proposal institutes a two-block application system to balance equity with high participation. Block One will offer priority access to applicants willing to submit financial eligibility documentation to verify need. Block Two will retain the current "first-come, first-served" model for general access to the remaining program slots.

SUGGESTED MOTION:

To approve the Council on Aging's proposal to adopt a two-block application system for the Fiscal Year 2027 Tax Work-Off Program, establishing a priority access period for applicants demonstrating financial eligibility.

Town of Billerica Tax Work-Off Program for Seniors & Veteran's: Proposed Changes for the FY27 Program

Summary of Proposal:

In FY25 the Town of Billerica's Property Tax Work-off Program for Seniors and Veterans had all financial requirements removed and was moved to a "first-come, first-serve" application process in order to boost participation in the program.

In FY26 all 125 abatement spots were filled within *five days* of the opening of the application period (the first Monday in April).

This certainly increased the overall number of volunteers, but an unexpected negative result of removing the financial requirement was that many of the former participants who qualified in the past due to their financial status could not get into the program (about 15 - 18 individuals). This was because they were not able to come to the BCOA to apply before the program was full.

As a solution, and to help ensure the program serves those Billerica residents who are most in need, we propose splitting the three-month application period into two "blocks," and bringing back a financial requirement for the first "block," with the intent of giving those Billerica residents who are most in need an opportunity to participate in this beneficial program.

Objective:

To divide the three-month application period (*1st Monday in April – June 30th*) into two "blocks;" reinstating financial requirements for the first block, while keeping the 2nd block as 'first come/first serve,' which will still allow us to maximize the number of volunteers in the program. The first "block" would run from the first Monday in April (*this would be April 6th through May 15th for FY27's program*). This period would be for participants who are willing to reveal their financial information (in the form of their previous year's tax return) or proof that they are receiving some sort of public assistance program (such as SNAP or Medicaid).

These applicants would need to earn below the new financial criteria set by the Select Board to be accepted during this time. Those who do not wish to disclose their finances would need to wait until the second block opens to apply on a "first come – first serve" basis.

The second applicant block would open on May 18th, running through June 30th, remaining spots would be offered on a "first come – first serve" basis, up to the 125-participant cap, at this time.

Proposed Changes & Actions for The Town of Billerica's FY27 Tax Work-Off Program for Seniors & Veterans:

- 1) The timing of the two application periods or "blocks." Will be the 1st Monday in April through May 15th for the first block, and May 18th – June 30th for the second block.
- 2) Reinstate the financial requirement for only the 1st Monday in April – May 15th block. This can be as simple as revealing the previous year's tax return *and/or* showing verification of current participation in a public assistance program such as SNAP, Medicaid, or fuel assistance. Income limit for single person \$30,522.20 and married couple \$45,783.30.

- 3) The financial portion will be reviewed here at the BCOA. (the assessor will still need to verify home ownership and the status of those whose properties are in a trust, this process is already in place).
- 4) To spread the word of these changes, the BCOA will mail out letters to all current and past participants communicating the changes to the upcoming FY27 program.
- 5) Additionally, flyers will be posted at the BCOA, Town Hall Greeter's Desk, Town Hall Assessor's office, and Library along with a segment and slate screens on BATV (perhaps Our Town Live).

December 31, 2025

Policy 48 - Interim Public Safety Policy - First Reading

Town of Billerica Select Board Policy for a Temporary Moratorium on Lithium-Ion Battery Energy Storage Facilities

1. Purpose

The Select Board adopts this policy to protect public health, safety, welfare, and municipal resources in light of the documented fire, explosion, and environmental risks associated with lithium-ion battery energy storage facilities (“BESS”). This policy establishes interim standards and limitations while the Town evaluates permanent zoning and regulatory controls.

2. Authority

This policy is adopted under the Select Board’s general municipal authority pursuant to Massachusetts General Laws Chapters 40 and 41. It is intended to guide the exercise of the Board’s discretionary approvals and endorsements and does not supersede zoning bylaws, building codes, fire codes, or state or federal law.

3. Applicability and Definitions

This policy applies to ‘stand-alone or primary-use lithium-ion battery energy storage facilities’ with a rated energy capacity exceeding **250 kWh**, whether publicly or privately owned.

“Sensitive receptors” include residences, schools, daycare facilities, nursing homes, hospitals, public recreation areas, and drinking water resources.

4. Interim Policy Position

Pending further study and Town Meeting action, the Select Board finds that existing local and state regulations may be insufficient to fully mitigate the risks posed by large-scale lithium-ion battery storage facilities. Accordingly:

The Select Board **will not support**, endorse, or enter into host agreements, leases, licenses, or other discretionary approvals for new large-scale BESS installations during the moratorium period described below.

This policy shall be applied uniformly and prospectively.

5. Moratorium Alignment

The Select Board supports the adoption of a temporary moratorium on new lithium-ion battery energy storage facilities to allow the Town adequate time to:

1. Study fire suppression, emergency response, and environmental impacts;
2. Evaluate appropriate siting, scale, and setback standards;
3. Draft and present zoning bylaws or regulations for Town Meeting consideration.

This policy shall remain in effect until the moratorium expires or permanent regulations are adopted, whichever occurs first.

6. Safety and Risk Findings

In determining whether to support any proposal outside the moratorium or after its expiration, the Select Board shall consider:

- Proximity to sensitive receptors and residential neighborhoods;
- Impacts on emergency response capacity, including Fire Department staffing and equipment;
- Compliance with the Massachusetts Fire Code and applicable NFPA standards;
- Potential environmental impacts, including groundwater and hazardous material release risks.

7. Consultation

The Select Board shall seek written input from the Fire Department, Police Department, Board of Health, and other relevant boards prior to any discretionary action involving lithium-ion battery storage facilities.

8. Non-Binding and Severability

This policy is advisory in nature and does not create a vested right or entitlement to approval. If any provision is invalid, the remaining provisions shall remain in effect.

Submitted By:
Selectwoman Dina Favreau
For January 5, 2026, Meeting Agenda



**TOWN OF BILLERICA
SELECT BOARD MINUTES
NOVEMBER 17, 2025**

Members Present: Chair Jillian Pavidis, Vice Chair John Burrows, Secretary Daniel Darris-O'Connor, Member Michael Rosa, and Member Dina Favreau

Members Absent: None

Staff Present: Town Manager Christopher Dillon and Recording Secretary Dawn McDowell

Call to Order 6:00 PM

Vice Chair Burrows called the meeting to order at 6:00 PM.

The Pledge of Allegiance was recited.

1. Open Microphone

Marlies Henderson of 31 Sprague Street – Ms. Henderson stated that she would like to talk about the Talbot Dam. The Board of Health has provided a waiver for the removal, State permits have been granted but the HDC denied the removal in June. We should use mitigation to restore the historic element of the dam. The Conservation Commission is waiting for the DPW. She would ask that the Town Manager help with getting the DPW to provide comments.

Chris Tribou of 13 Bridle Road – Mr. Tribou stated that this is a good start to look at replacing the Locke School. The crypto should be looked at a State level. On the Parker Street signs, it is a good idea to deter traffic at drop off times.

Announcements

2. Vacancies on Boards and Committees

Secretary Darris-O'Connor read the vacancies on Boards and Committees.

3. All other announcements may be viewed on the Town of Billerica website

Secretary Darris-O'Connor stated that the 250th Committee is hosting a Turkey Trot that will take place on Thanksgiving morning. There is still time to register at the Recreation Department's website.

Proclamation and Public Recognition

New Business (Quick Items)

9. Transfer of a Class II License FROM Dampolo Automotive Inc. dba Sal's Automotive at the premises located at 299 Boston Road, Billerica, MA TO Sal's Gas Auto Sales & Services

John Saad appeared for the Class II transfer. He purchased the property in 2019. The Class II license was the last step to transfer it to my name.

There were no questions.

MOTION - Secretary Darris-O'Connor made a motion to transfer the Class II license from Dampolo Automotive Inc. to Sal's Gas Auto Sales & Services located at 299 Boston Road. The motion was seconded by Member Rosa and unanimously voted 5-0-0.

10. Request (4) 18" x 24" Signs in the Common from November 18th to December 6th for St. Matthew Parish Hall's Annual Christmas Fair on December 6, 2025 from 9:00 AM to 3:00 PM

MOTION - Secretary Darris-O'Connor made a motion to approve (4) 18" x 24" Signs in the Common from November 18th to December 6th for St. Matthew Parish Hall's Annual Christmas Fair on December 6, 2025 from 9:00 AM to 3:00 PM. The motion was seconded by Vice Chair Burrows and unanimously voted 5-0-0.

11. Right of First Refusal – 81 Salem Road, Unit #102

MOTION - Member Rosa made a motion to give up our right of first refusal for 81 Salem, Unit 102. The motion was seconded by Secretary Darris-O'Connor and unanimously voted 5-0-0.



**TOWN OF BILLERICA
SELECT BOARD MINUTES
NOVEMBER 17, 2025**

12. Request that the Select Board Sign a Termination of Period of Enforceability of Restriction for Clarence Street Lots – Requested by Attorney Dangora

Attorney James Dangora appeared for the request to terminate the restrictions on Clarence Street. Attorney Dangora stated that this is similar to the request the Board approved back in February on River Street with Attorney Mederios. The restrictions are more than 30 years and the Town did not renew them so they are expired.

Member Rosa stated that he assumes that they paid 25% of the assessed value due to a special option. Attorney Dangora stated that he can't confirm that. Member Rosa stated that if the restriction is removed, they can sell the property for a lot of money. Member Rosa asked if Town Counsel has reviewed this. Ms. McDowell replied that Town Counsel did review it, her only concern with that the Town does not incur any costs for recording and that will be the responsibility of Attorney Dangora.

Member Favreau asked if this needs to go to Town Meeting for approval. Attorney Dangora stated that this did not come from Town Meeting, so we don't need Town Meeting approval.

MOTION - Secretary Darris-O'Connor made a motion that the Select Board release the restrictions for Clarence Street lots deed. The motion was seconded by Member Rosa and unanimously voted 5-0-0.

13. Request of a One Year Extension on a 2025 Community Grant Award for Hike Beautiful Billerica – Requested by Marlies Henderson

Marlies Henderson appeared for the extension of the 2025 Community Grant Award. They have not spent all the money yet and would like a year extension.

Vice Chair Burrows asked if you ever thought about purchasing the equipment. Ms. Henderson replied yes but then they would have to store it.

Member Rosa stated that he has no problem with the extension.

MOTION - Secretary Darris-O'Connor made a motion to approve the one-year extension for the 2025 Community Grant Award for Hike Beautiful Billerica. The motion was seconded by Member Rosa and unanimously voted 5-0-0.

Public Hearings

4. Continued Public Hearing – National Grid and Verizon #31195999 – National Grid to relocate (1) JO Pole beginning at a point ~9' westerly from existing Pole #9 per customer request at 12 Reardon Road. Existing pole is deteriorating and is due to be replaced.

Member Rosa stated that he is concerned with the multiple continuance because it can fall through the cracks and the residents don't get notified.

MOTION - Secretary Darris-O'Connor made a motion to continue the public hearing for National Grid #31183913 until December 15, 2025. The motion was seconded by Member Rosa and unanimously voted 5-0-0.

5. Property Tax Classification – In accordance with MGL, Chapters 369 and 661, Acts of 1982, amending Chapter 797, Acts of 1979, the Select Board will Accept Written and Oral Comments and Recommendations on the Option of Selecting a Factor of One for All Classes of Property or Allocating Variable Percentages of the Tax Levy to be Borne by Each Class

MOTION - Secretary Darris-O'Connor made a motion to open the public hearing for the Property Tax Classification at 6:12 PM. The motion was seconded by Member Rosa and unanimously voted 5-0-0.

John Spediel, Chief Assessor joined the meeting for the property tax classification. Mr. Speidel summarized his memo that was provided to the Board. Mr. Speidel suggested the CIP Shift of 175% to commercial. The Levy capacity is \$168 million.



**TOWN OF BILLERICA
SELECT BOARD MINUTES
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MOTION - Member Rosa made a motion that the Select Board adopt a determination of a residential exemption for up to 20%. The motion was seconded by Member Favreau and voted 0-5-0. The motion fails.

MOTION - Member Rosa made a motion that the Select Board adopt a determination of a discount factor up to 25% for all land classified as open space. The motion was seconded by Member Favreau and voted 0-5-0. The motion fails.

MOTION - Member Rosa made a motion that the Select Board adopt a potential of a small business commercial tax exemption. The motion was seconded by Member Favreau and voted 0-5-0. The motion fails.

Chair Pavidis asked what the recommendation is. Mr. Speidel stated that he recommends the 175% shift.

Member Favreau asked what is the \$1.9 million in free cash referencing on page 21, Section 3.c.2. Amit Chhayani joined the meeting. Mr. Chhayani replied that the \$1.9 million includes the transfer of \$1.3 from the debt stabilization into the General Fund and any other miscellaneous appropriations or revenue.

Member Rosa stated that he would support the 175% shift which is the maximum that can be done to keep residential taxes down. In the chart, there are 51 lines but only 26 towns listed and he assumes the green line is Billerica.. Mr. Speidel stated that it should be landscape. In the Residential and Business value, the residential has gone down but the commercial value has gone up. Mr. Speidel stated that the residential value is up 1.6%, the commercial value is up 2.6% and industrial value is .7%. Member Rosa stated that hopefully the zoning changes that were just approved will help fill the empty office space.

MOTION - Secretary Darris-O'Connor made a motion that the Select Board adopt a residential factor tax rate of 78.52%. The motion was seconded by Member Rosa and unanimously voted 5-0-0.

Member Favreau stated that last year we voted against the meal tax and voted for the hotel tax but the recap shows revenue. Mr. Chhayani stated that comes from the State, this is not local receipts.

MOTION - Secretary Darris-O'Connor made a motion to close the public hearing. The motion was seconded by Member Rosa and unanimously voted 5-0-0.

6. Public Hearing – National Grid and Verizon #31208340 – National Grid to install (1) JO Pole (#0-50) on Sumac Street at a point ~80' easterly from existing pole #62 at 179 Pond Street to reduce the existing span and raise sagging wires on Sumac Street

MOTION - Secretary Darris-O'Connor made a motion to open the public hearing for National Grid #31208340 at 6:38 PM. The motion was seconded by Member Rosa and unanimously voted 5-0-0.

Alec Birdsong from National Grid joined the meeting. This request was from the abutters due to the sagging wires.

Member Rosa asked if any abutters have reached out and water and sewer needs to be called separately to the DPW and is not done through DigSafe. Mr. Birdsong replied that no abutters have reached out and yes they are aware they have to contact the DPW for water and sewer mark outs.

There were no questions from the audience in person or online.

MOTION - Secretary Darris-O'Connor made a motion to close the public hearing at 6:39 PM. The motion was seconded by Member Rosa and unanimously voted 5-0-0.

MOTION - Secretary Darris-O'Connor made a motion to approve the National Grid pole petition #31208340 for Sumac Street. The motion was seconded by Member Rosa and unanimously voted 5-0-0.

7. Public Hearing – National Grid and Verizon #31188392 – National Grid to install (1) JO Pole (#34-50) on Pollard Street beginning at a point ~160' Northeast of the centerline of the intersection of High Street and Pollard Street

MOTION - Secretary Darris-O'Connor made a motion to open the public hearing for National Grid #31188392 at 6:39. The motion was seconded by Member Rosa and unanimously voted 5-0-0.



**TOWN OF BILLERICA
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Alec Birdsogn from National Grid joined the meeting. There is a load break and the pole is a liability.

Member Rosa stated that there will be 3 poles within 94' of each other, so why is this needed. Mr. Birdsong stated that it is needed for reliability. Member Rosa asked if any abutters have reached out and water and sewer needs to be called separately to the DPW and is not done through DigSafe.. Mr. Birdsong replied that no abutters have reached out and yes they are aware they have to contact the DPW for water and sewer mark outs. Secretary Darris-O'Connor stated that our staff addresses those concerns in their comments.

There were no questions from the audience in person or online.

MOTION - Secretary Darris-O'Connor made a motion to close the public hearing at 6:42 PM. The motion was seconded by Member Rosa and unanimously voted 5-0-0.

MOTION - Secretary Darris-O'Connor made a motion to approve the National Grid pole petition #31208340 for Sumac Street. The motion was seconded by Member Rosa and voted 4-1-0. Member Rosa voting against.

8. Public Hearing – Notice of Grant of Location – An application from Cablevision Lightpath, LLC to excavate and place handholes and conduit within the Town's right of way at #1 and #3 Federal Street

MOTION - Secretary Darris-O'Connor made a motion to open the public hearing for a grant of location for Cablevision Lightpath at 6:43 PM. The motion was seconded by Member Rosa and unanimously voted 5-0-0.

Jeffrey Harrington appeared for Cablevision Lightpath. This request is to extend fiber option cable to 3 Federal Street.

Member Rosa asked if any abutters have reached out. Mr. Harrington stated that three abutters asked to extend it to them. Member Rosa asked if you have read the DPW comments. Mr. Harrington replied yes.

There were no questions from the audience in person or online.

MOTION - Secretary Darris-O'Connor made a motion to close the public hearing at 6:46 PM. The motion was seconded by Member Rosa and unanimously voted 5-0-0.

MOTION - Secretary Darris-O'Connor made a motion to approve the grant of location for Cablevision Lightpath LLC to excavate and place handholes and conduit within the Town's right of way at #1 and #3 Federal Street subject to the applicant receiving a street opening permit. The motion was seconded by Member Rosa and voted 5-0-0.

Appointments

Presentation

Committee Reports

Old Business

14. Town Manager's Report

Mr. Dillon gave the Town Manager's Report.

Mr. Dillon introduced the new Assistant Town Manager, Ann Marie Casey.

Town Manager's Office

- Ann Marie Casey started working for the Town of Billerica last Monday, November 10th as the Assistant Town Manager. She hit the ground running and has already helped improve communications from the Town Manager's office.
- The Nova Scotia to Boston Christmas Tree is in Billerica on 11/17/2025. The tree will spend the night at the Main Fire Station similar to last year. Residents are more than welcome to head down to see the tree before it heads to Boston.
- I had a meeting this past week regarding the Town Center improvements. Engineers are modifying the plans from earlier versions and will present to the Select Board once those modifications are completed.



**TOWN OF BILLERICA
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- As the Board is aware, the 8 of 58 for the Griggs Farm was denied. The Tax Collector's office has sent a letter notifying Mr. Griggs of his need to pay his taxes.
- My office has received calls regarding the Community Choice Power Supply Program. The standard rate will change in January from \$0.14011 per kWh to the new rate of \$0.13619 per kWh.

Member Rosa asked what is the update on the Town Center. Mr. Dillon stated that he was told that the last update indicated that the left turn off of River Street was removed because there was not enough money. Member Rosa asked if you can come back in December with an updated plan. Mr. Dillon replied yes, the plan is going to include updates to crosswalks for safety, millwork of existing road. Member Rosa stated that we should look at replacing the lights and make sure there are crosswalks with traffic control. We also should look at adding a TIP project for Charnstaff and Concord Road. We have \$2 million in free cash for lights. Chair Pavidis stated that they are going to come back in December.

Secretary Darris-O'Connor stated that on the Town Center he hopes that any improvements can be built upon for more improvements in the future.

Secretary Darris-O'Connor stated that the 8 of 58 was denied by the State. The employees are doing their job. Mr. Dillon stated that there is a statutory requirement to notify the owner if there is a potential of tax taking.

Member Favreau stated that we received funding of \$2.7 million from Town Meeting but asked about \$1 million from Lori Trahan. Mr. Dillon stated that he was told that it was not coming but he can look into this further. Member Favreau stated that we met with an aide from Lori Trahan's office in February and they said to be cautious but it was not a denial.

Member Favreau asked for a copy of the 8 of 58 application.

Department of Public Works

- **Roadway Management 2025:** Still waiting on pavement markings crew for Middlesex Turnpike, Andover Road, George Brown Street, and Oak Street. Paving on Harnden Road and Bridge Street was delayed for drain repairs; we anticipate paving before Thanksgiving. Patching crew is scheduled for next week.
- **Yankee Doodle Bike Path:** The YD Phase 1 project should officially be awarded by MassSecretary Darris-O'ConnorT in early December.
- **River Street Pedestrian Traffic Signal (near Housing Authority complex):** We were able to make repairs to this signal, and it is now working properly.

Recreation Department

Winter Program Registration

Registration for winter programs kicked off on 11/13. Many programs are filling up quickly! To view available programs and to register, please visit our website at: www.billericarec.com.

Youth Wrestling - begins the first week of December, and we still have a few spots remaining. Sign up today to get in on the fun!

Ski & Snowboard Club – Registration is open for our upcoming Mt. Wachusett Ski & Snowboard Club. Lift ticket prices increase on 12/2, so we strongly recommend registering before the price goes up! Lessons will also sell out quickly, so register soon!

Upcoming Holiday Events – Make sure to mark your calendars and join us for these special activities happening throughout the holiday season! Please visit our website for more information.

- **Holiday Lights!** – Calling all local Griswolds! Want to show off your holiday spirit? Register your home to be included in our published list of holiday light displays and spread the cheer this season!
- **12/12 – Holiday Family Fun Night** (free family fun night with crafts, holiday movie, and pizza!)
- **12/13 – NYC Bus Trip**



**TOWN OF BILLERICA
SELECT BOARD MINUTES
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- **12/14 – Holiday Bash** (our biggest event of the season – skating rink, attractions, enchanted holiday lights train ride, and so much more!)
- **12/22 – Jingle Bell Walk** (come for a stroll through PHR and enjoy our holiday lights with a cup of hot chocolate and holiday giveaways!)

Old Ditson (Pinehurst Park) Project Update

This project continues to move along quickly. The walking path is now paved and pavilion constructed. Notable items left needed to be completed include: fencing, seeding, and striping of the new parking lot. These items will be done over the next couple of weeks. The installation of the Fitness Court will take place this spring. Given the calendar, we expect to hold off on a formal ribbon cutting until Spring 2026, but are happy to see families enjoying the new playground, basketball courts, and other amenities between now and then.

Member Rosa asked if there has been another neighborhood meeting. Mr. Dillon replied no, but he is working on it.

Recreation Center Update

The Recreation Center also continues to progress. The roof deck has been installed, and the building has now been fully tarped to allow for heating and install of concrete subflooring. The parking lot will also see progress in the upcoming week with grading work and paving.

Economic Development/Planning update

Billerica was featured in the September edition of *Business in Focus* magazine.

Member Rosa state that this is a great article.

15. Discussion on Statement Of Interest (SOI) to MSBA Overview to the Select Board – Requested by Dr. Clery

Dr. Clery and Sean Bartlett appeared to discuss the SOI for a new middle school. Dr. Clery stated that she understands the needs of the town and tonight is just to get an informal approval to move forward with a SOI for a new middle school.

Chair Pavidis stated that the price tag can be scary but this will take a lot of work and she would like to get a sense of the Board. This is non-binding discussion and she is in full support.

MOTION - Member Favreau made a motion to give the authority of the School Superintendent to move forward and support the SOI. The motion was seconded by Vice Chair Burrows. After the following discussion it was voted 5-0-0.

Member Rosa stated that this is a major decision and we should have discussion. There was no vote on the agenda. The Chair can move the motion out of order. Member Favreau stated that we could allow the discussion on the motion but the longer we wait the more expensive it will be.

Vice Chair Burrows stated that this is the first step of 5,000. We all know the condition of the Locke School.

Member Rosa stated that we need to talk about combining the two middle schools. The Dutile is in bad shape also. We are still paying for the Parker School and High School. The Shawsheen Tech is moving to Phase II for a new school which will have a huge impact on our budget. We can't forget our seniors which are the fastest growing population. We need to have real consideration of merging the middle schools. We should try to offset the tax impacts. We should talk about this early on.

Dr. Clery stated that for the MSBA we will put forward the Locke School but for the community we will look at savings for merging the two schools.

Member Rosa stated that on the student analysis, there is only 178 extra in the middle school range. Dr. Clery stated that we will also look at moving the 8th grade back to the middle school. Member Rosa stated that we should start discussions on this early on.



**TOWN OF BILLERICA
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Member Favreau stated that the timing is important because other communities will be filing for new schools ahead of us.

Secretary Darris-O'Connor stated that he fully supports this. There has been a lot of maintenance done in house but costs will just go up.

16. Discussion and Possible Vote – On a Ban of Crypto/Bitcoin ATMs in the Town of Billerica – Requested by Chair Pavidis

Lt. Detective Sean Coffey appeared for the discussion on banning Crypto/Bitcoin ATMs. There has been twelve documentation incidents of fraud within 2 years. When the money is transferred, it's done immediately and irreversible. There are safer ways to deal with Bitcoin. The State is not taking any action.

Chair Pavidis asked how many ATMs are in town. Lt. Coffey replied six.

Member Rosa asked if this would prevent these ATMs in private clubs. Lt. Coffey replied that was correct. Member Rosa stated that in Section 3, could we allow them with a license through the Select Board and Police Department. Lt. Coffey stated that they could require a license but that still wouldn't prevent fraud. Member Rosa stated that he likes the enforcement aspect but the amounts of the fraud could be a felony. Lt. Coffey stated that the machines are just a conduit of the transfer.

Secretary Darris-O'Connor stated that there has been sensationalism in the media with the machines. The stores receive revenue from the machines and they allow residents to transfer Bitcoin to family abroad. This is a legit transfer. There is no difference between this and scams involving bank transfers or gift cards. There needs to be a better understanding and more education. Lt. Coffey agreed with education but they have been very successful in getting money returned with bank transfers and gift cards because they can be tracked. With Bitcoin, it's instant and almost impossible to trace.

Member Favreau stated that \$320,000 in fraud is from Billerica alone. Lt. Coffey replied yes. Member Favreau asked what is the highest demographic. Lt. Coffey replied elderly and intellectually challenged. Member Favreau stated that she initially thought it was an overreach but we need to protect our residents.

This will be sent to Town Counsel for review.

17. Discussion and Possible Vote on Do Not Enter Signs from 7:30-7:45 AM to 9:00-8:45 AM and 1:30-2:15 PM and 3:00-3:15 PM For Parker Street to Richardson Street – Requested by Chair Pavidis

Chair Pavidis stated that this is a follow up. Vice Chair Burrows stated that a lot of people have reached out due to increased traffic around dismal and arrival times. He is asking for a vote of support.

Chair Pavidis stated that we need to come up with a long term plan coming but this is a quick immediate fix.

MOTION - Vice Chair Burrows made a motion to install two Do Not Enter signs on Parker Street and Richardson Road at the discretion of the DPW and Town Manager. After the following discussion, the motion was voted 4-1-0. Secretary Darris-O'Connor voting against.

Member Rosa asked if the Safety Officer has looked at this request. Mr. Dillon stated that he has submitted this request to the Safety Officer and the Police Chief and they are also talking with Town Counsel about enforcement.

Member Favreau asked when will this come before us for the final project. Mr. Dillon stated that they will be discussing Parker Street at the next meeting. The DPW is working on a pavement schedule for next year. Member Favreau asked if the study will include the schools. Mr. Dillon replied he believed so.

Secretary Darris-O'Connor stated that we are not traffic engineers and we should have a traffic study or input from our engineers before we vote on anything.

New Business



**TOWN OF BILLERICA
SELECT BOARD MINUTES
NOVEMBER 17, 2025**

Approval of Meeting Minutes

18. July 15, 2025-July 14, 2025 Regular Meeting

MOTION - Secretary Darris-O'Connor made a motion to approve the Select Board minutes of July 14, 2025 as submitted. The motion was seconded by Member Rosa and unanimously voted 5-0-0.

19. October 20, 2025 Regular Meeting

Member Rosa stated that there were a few minor edits that were provided tonight.

MOTION - Secretary Darris-O'Connor made a motion to approve the Select Board minutes of October 20, 2025 as amended. The motion was seconded by Member Rosa and unanimously voted 5-0-0.

Meeting Schedule

December 8, 2025 and December 15, 2025

Executive Session

- 20. Executive Session Pursuant to G.L c. 30A§ 21(a) (3) to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares – Discussion on the Northern Middlesex Council Of Governments (NMCOG) Appeal of the Historic District Commission (HDC) Decision regarding the Talbot Dam**
- 21. Executive Session Pursuant to G.L c. 30A§ 21(a) (7) to comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements – Open Meeting Law, G.L. c. 30A § 22(f), (g) – Discussion on Possible Release of the Executive Session Recording and Meeting Minutes of November 3, 2025 Executive Session (Redacted or Non-Redacted)**

Secretary Darris-O'Connor stated that we will only return to regular session to adjourn the meeting.

MOTION - Secretary Darris-O'Connor made a motion to go into Executive Session Pursuant to G.L c. 30A§ 21 (3) to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares – Discussion on the Northern Middlesex Council Of Governments (NMCOG) Appeal of the Historic District Commission (HDC) Decision regarding the Talbot Dam at 7:48 PM. The motion was seconded by Member Rosa and unanimously voted 5-0-0. On a roll call: Secretary Darris-O'Connor voted Aye, Member Rosa voted Aye, Member Favreau voted Aye, Vice Chair Burrows voted Aye and Chair Pavidis voted Aye.

MOTION - Secretary Darris-O'Connor made a motion to go into Executive Session Pursuant to G.L c. 30A§ 21 (7) to comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements – Open Meeting Law, G.L. c. 30A § 22(f), (g) – Discussion on Possible Release of the Executive Session Recording and Meeting Minutes of November 3, 2025 Executive Session (Redacted or Non-Redacted) at 7:15 PM. The motion was seconded by Member Rosa and unanimously voted 5-0-0. On a roll call: Secretary Darris-O'Connor voted Aye, Member Rosa voted Aye, Member Favreau voted Aye, Vice Chair Burrows voted Aye and Chair Pavidis voted Aye.

MOTION - Secretary Darris-O'Connor made a motion to adjourn the regular meeting of November 17, 2025 at 8:14 PM. The motion was seconded by Member Rosa and unanimously voted 5-0-0. Vice Chair Burrows voting against.

*Respectfully Submitted by Dawn McDowell,
Recording Secretary*

Please note, the entire video of this meeting can be found at: <https://www.batvinc.org/vodchannels.html>



**TOWN OF BILLERICA
SELECT BOARD MINUTES
NOVEMBER 17, 2025**

Exhibits for the Select Board Meeting – November 17, 2025 - UPDATE

Call to order 6:00 PM

1. **Open Microphone** – No Exhibits

Announcements

2. **Vacancies on Boards and Committees** – Vacancy List dated 10/16/25
3. **Billerica Food Pantry -**
4. **All other announcements may be viewed on the Town of Billerica website -** No Exhibits

Proclamation and Public Recognition

5. **Billerica's Community Farmer's Market – Voted #1 Farmer's Market for the 4th Year in a Row –**
Congratulations letter dated 10/20/25
6. **Randal "Andy" Brant** – Thank you letter dated 11/03/25
7. **Military Family Month** – Proclamation undated

Public Hearings

8. **Continued Public Hearing – National Grid and Verizon #31182460 – National Grid to install (1) JO Pole (Pole 14-50) ~250' northeast of the centerline of the intersection of Boston Road between Pole #14 and #15 Sprague Street. The pole will be located on Town property intersected by Boston Road and Kohlrausch Avenue** – NG application dated 08/07/25, DPW Comments dated 09/25/25, Contractor Acknowledgement Form dated 09/26/25, Electrical Comments dated 09/19/25, PD Comments dated 10/01/25, Notice of Hearing undated, Abutters List dated 09/10/25
9. **Continued Public Hearing – National Grid and Verizon #31195999 – National Grid to relocate (1) JO Pole beginning at a point ~9' westerly from existing Pole #9 per customer request at 12 Reardon Road. Existing pole is deteriorating and is due to be replaced.** – NG application dated 08/27/25, DPW Comments dated 10/09/25, Contractor Acknowledgement Form dated 10/15/25, Electrical Comments dated 10/14/25, PD Comments dated 10/10/25, Notice of Hearing undated, Abutters List dated 10/06/25

New Business (Quick Items)

10. **Request (4) 18" x 24" Signs in the Common for Billerica Youth Lacrosse For Their Annual Registration from November 4th to December 31, 2025 - Requested by Vice Chair Burrows** – No Exhibits

Appointments

11. **250th Committee – Regular Member – Teresa "Jo" Leary** – Application dated 10/20/25

Presentation

Committee Reports

Old Business

12. **Town Manager's Report** – Dated 11/03/25
13. **Vote on 2026 Select Board Meeting Schedule** - Undated
14. **Update of Select Board Policies and Procedures – Section 20.1 – 2nd Reading Requested by Member Rosa and 1st Reading Additional Changes Requested by Secretary Darris-O'Connor** – Dated 06/16/25

New Business

15. **Approval to Post Executive Confidential Assistant to the Select Board Job Posting and Create a Sub-Committee to Interview Candidates Appointed by the Chair – Requested by Chair Pavidis** – Job Posting undated

Approval of Meeting Minutes

Meeting Schedule

November 17, 2025 and December 8, 2025

Executive Session



**TOWN OF BILLERICA
SELECT BOARD MINUTES
NOVEMBER 17, 2025**

- 16. Executive Session Pursuant to G.L c. 30A§ 21 (3) to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares – Cafua Realty Trust CLXII, LLC vs. Zoning Board of Appeals, et al – Notice of Appeal 25 MISC 000175 and Talbot Dam** – See Executive Session Minutes

Approved On: _____