MINUTES

SELECT BOARD
06/08/2021

Present: Select Board Member, Heather Hamilton, Select Board Member, Bernard W. Greene, Select Board Member Raul Fernandez, Select Board Member John VanScoyoc, Select Board Member Miriam Aschkenasy

7:00 pm. Virtual meeting using the zoom platform

ANNOUNCEMENTS/UPDATES

Board member Greene recognized members of the Brookline Police force for receiving various achievement awards. Congratulations to Officer of the Year, Sergeant Casey Hatchett, Public Service Medal recipients, Officer Kaitlin Conneely and Detective Michelle Lawlor. The Life Saving Medal recipients, Officers Sean Williams, Evans Alfred and Brian Merrigan. Exemplary Service in Crisis Intervention was awarded to Officer John Jennings. The Commendation Medal is awarded every year to those officers who have reached a total of 5 letters of commendation. This year, Officer Brian Bridges and Officer Evans Alfred

On June 12th vaccines will be offered at the Brookline Health Building in the Denny room to those over 18 years of age.

On June 19th, Juneteenth, Emancipation Day, several local organizations will hold the first annual Juneteenth Day celebration. Gather at the Ridley School at 10am for a walk to the Brookline Avenue Park for some festivities. Please contribute if you can.

Thanks to BIG (Brookline Interactive Group) the IT Dept and town staff for supporting the 8 night Town Meeting. Board member Fernandez supports legislation to continue remote meetings.

PUBLIC COMMENT

1. Alok Somani spoke on item 6 relating to an Article for Town Meeting in effort to expand the number of retail cannabis licenses. He asked why the Select Board as the executive body would submit this and not the residents.
2. Susan Parks, TMM#2 asked the board to consider not voting on additional marijuana licenses. The Town Meeting vote was very close and she does not believe more licenses are needed. She gave a review on the effects of marijuana on youth, the increased potency and the aftereffects on the community in Colorado.
3. Neil Gordon, TMM#1 spoke on his 2017 warrant article on posting documents. This went to a Select Board committee where it has stalled. The Select Board can't handle all the referrals and their committee's often languish. He urged the Select Board to change its practice, stand back and let the committees do their work.

MISCELLANEOUS

Question of approving the meeting minutes from June 1, 2021.

On motion it was,

Voted to approve the meeting minutes from June 1, 2021.
Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

LODGING HOUSE AGENT

Question of approving application for Lodging House Agent, Jenn Forrey, at 30 Centre Street.

On motion it was,

Voted to approve application for Lodging House Agent, Jenn Forrey, at 30 Centre Street.
Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

TEMPORARY WINE AND MALT BEVERAGES NON SALE LICENSE

Question of approving the following Temporary Wine and Malt Beverages Non Sale License to the Larz Anderson Auto Museum, 15 Newton Street:
Thursday , June 16, 2021for an Opening Exhibit from 6:00 pm- 9:00 pm
Wednesday, June 23, 2021 for a Dinner Party from 5:00pm-10:00pm

On motion it was,

Voted to approve the following Temporary Wine and Malt Beverages Non Sale License to the Larz Anderson Auto Museum, 15 Newton Street:
Thursday , June 16, 2021for an Opening Exhibit from 6:00 pm- 9:00 pm
Wednesday, June 23, 2021 for a Dinner Party from 5:00pm-10:00pm
Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

TEMPORARY ALL ALCOHOLIC BEVERAGES SALES LICENSE

Question of approving a Temporary All Alcoholic Beverages Sales License to The Larz Anderson Auto Museum to be held on Thursday, June 17, 2021 for Corporate Reception from 6:00PM – 9:30PM at 15 Newton Street.

On motion it was,

Voted to approve a Temporary All Alcoholic Beverages Sales License to The Larz Anderson Auto Museum to be held on Thursday, June 17, 2021 for Corporate Reception from 6:00PM – 9:30PM at 15 Newton Street.
Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

TEMPORARY ALL ALCOHOLIC BEVERAGES NON SALES LICENSE

Question of approving a Temporary All Alcoholic Beverages Non Sales License to The Larz Anderson Auto Museum, 15 Newton for the following events:
Friday, June 18, 2021 for Graduation Reception from 6:00PM – 10:00PM
Thursday, June 26, 2021 for Wedding Reception from 6:00PM – 11:00PM

On motion it was,

Voted to approve a Temporary All Alcoholic Beverages Non Sales License to The Larz Anderson Auto Museum, 15 Newton for the following events:
Friday, June 18, 2021 for Graduation Reception from 6:00PM – 10:00PM
Thursday, June 26, 2021 for Wedding Reception from 6:00PM – 11:00PM
Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

TEMPORARY WINE AND MALT BEVERAGES NON SALES LICENSE

Question of approving a Temporary Wine and Malt Beverages Non Sales License to William Ference Catering at The Larz Anderson Auto Museum to be held on Friday, June 18, 2021 for Banquet from 4:00PM – 9:00PM at 15 Newton Street

On motion it was,

Voted to approve a Temporary Wine and Malt Beverages Non Sales License to William Ference Catering at The Larz Anderson Auto Museum to be held on Friday, June 18, 2021 for Banquet from 4:00PM – 9:00PM at 15 Newton Street
Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

NOISE BYLAW WAIVER REQUEST - WITHDRAWN
Question of approving the Noise Bylaw Waiver request from the Aetna Bridge Company for work on the Carlton Street Footbridge during the MBTA 'Surge' Diversions permitting the extension of Saturday/Sunday work hours from 7 AM to 7 PM and Monday, June 14, 5 AM to 7 PM.

OUTDOOR SEATING REQUEST

Question of approving the outdoor seating request from Prairie Fire which includes a portion of the Webster Street Parking Lot.

Town administrator Kleckner reviewed that this is a request to use a portion of the Webster Street public parking lot for outdoor dining. This is similar to other granted requests. He added that this request came in later, after the agenda was originally posted.

Chair Hamilton asked the board if they wish to consider this tonight or defer a week due to the late posting.

Economic Development Director, Kara Brewton noted that this request is similar to the Hamilton Restaurant using a portion of Center Street lot, Healthworks, and the Punch Bowl. The Fire Department provided regulations related to the propane heaters. There is a pedestrian easement and the DPW has done

extensive work and site visits to ensure public access is preserved.

Chair Hamilton inquired on the propane use and the possibility for a fossil free alternative.

Chief Sullivan spoke on the use of propane, and the regulations come under State guidance. The restaurants have been cooperating and operating the heaters responsibly.

Board member Fernandez supports the requests, the restaurants need support, and this is a highly underutilized location that could use some attention.

Board member VanScoyoc asked about public use of the space similar to the Punch Bowl conditions. He also expressed concerns on possible open meeting law violation related to the item posting.

Ms. Brewton responded that the Punch Bowl offered public use at the request from Parks and Recreation because the location abuts on the park line. Next year we will have a formal process in place for these requests. Chair Hamilton agrees that these requests should come at a cost, and we should not give away our public property for free.

Commissioner Gallentine added this proposal does not include public seating. They made some adjustments in terms of seating and passage ways defined by barrier. The management is receptive to a host of suggestions and ideas for the site. We could work with them to incorporate some kind of public space.

There was no vote.

CALENDAR

LODGING HOUSE LICENSING PRESENTATION

Presentation of the Town's Lodging House review.

Mr. Kleckner reviewed that there has been a fair amount of public concerns on lodging houses in certain areas in town. In repose an overview was conducted on these licenses.

Presentation Overview
- Purpose of presentation
- Laws/regulations
- Lodging houses in Brookline - 44 properties
- Map of locations
- Lodging house policy issues
- Inspection and enforcement
- Enforcement examples
- Next steps
- Acknowledgments

Mr. Kleckner added that lodging houses offer a flexible affordable housing option and is an important housing option in the community. However, turnover in guest population and resident agent’s lack of communication with neighbors have caused neighborhood concerns.

Tiffany Sousa, Licensing Administrator gave a brief review of the audit results. An extensive, thorough research was performed on the 44 properties.

Town Administrator Kleckner spoke on a property that prompted neighbors to take action. The town responded with several departments involved in the review process.

Board member Fernandez acknowledged the presentation and process. He suggested reaching out to these tenants to provide town resources and engage with these residents to provide a better opportunity for them to integrate into the community.

Chair Hamilton took some comments.

Elizabeth Kane, resident, spoke on the circumstances that happened in the spring that was totally resolved by the neighborhood's efforts. The neighborhood called the CEO of Pine Street Inn on out of control people in their building. These people were in need of help and there was no one there. It became clear these residents did not have the support needed in these buildings. Dorms have a certain need and the Pine Street Inn residents need support, we need the town to help us we can't police this. Some of these houses should be put into a different category. She added that Officer Hayes has been helpful.

The presentation will be posted on the Town's website.

DIVERSIFICATION OF THE CANNABIS INDUSTRY

Discussion and possible vote on the filing by the Select Board for the November 2021 Special Town Meeting a warrant article proposing to increase the cap on marijuana retailer licenses in order to promote diversification of the local marijuana retail industry

Town Administrator Kleckner reviewed that this is an opportunity for the board to provide formal direction on a proposed town meeting article related to diversification of the local marijuana retail industry. Adding that only Town Meeting can vote to do the things we are talking about. This item is intended to get an informal sense of the board in an effort to direct Monique Baldwin, Cannabis Coordinator on whether the board is interested in expanding the license quota to extend applications to social equity applicants.

Chair Hamilton responded that the board is interested in pursuing that avenue and they would need support from town meeting. She added there is a lot of misinformation on why we are doing this. She proposed directing staff to prepare a proposal that would be ready to go before town meeting.

Board member VanScoyoc acknowledged those with concerns and not wanting to advance towards more licenses. Some important points are being missed; we are not dismissive of health concerns raised from cannabis, which is not before us. The voters of Brookline wanted Brookline to enter into legalization of recreational cannabis use. This is something Town Meeting and voters find appropriate; we are doing our best to do this responsibly. We are not reopening the debate on legal use of marijuana. We want to identify racial equity in these companies.

Board member Aschkenasy Mariam agrees there are concerns on heath factors, notably on the youth, but she feels strongly that they should remedy our mistake in terms of cannabis licensing.

Chair Hamilton added the licensing process is dictated by the state, and these entities before us have already gone through the state process and if we deny these applications without cause, it could put us in jeopardy. We are trying to rectify something that should have been done before related to diversifying the marijuana retail industry.

Board member Fernandez acknowledged the lack of access for social equity and entrepreneurship applicants.

Monique Baldwin added that some establishments will be before the board requesting to accommodate walk in service.

Board member Greene added they need a plan B. The town had a minority, majority owned applicant that did not get a license due to zoning locations. They received a fire storm from the neighborhood, indicating that not all applicants will move forward in the process.

Chair Hamilton added that if the own adds two available licenses, they would be discretionary and given to applicants under strict criteria by the state and the town. The town would not be obligated to issue these licenses.

Board ember Fernandez will work with Ms. Baldwin on drafting an article.

Board member VanScoyoc said along with expanding the number of licenses to equity applications, we should look at providing assistance relating to the finance portion.

Mr. Kleckner responded that the Racial Equity Fund could provide some support. This source is funded by cannabis funds.

Board member Greene indicated that the Cannabis Control Commission has a guidance pamphlet that recommends municipalities alternate signing a Community Host Agreement between economic empowerment applicants and non-economic empowerment applicants. This is something we may want to look at while drafting the article

RECREATIONAL CANNABIS LICENSE

Possible vote to approve Comm Ave Canna for a license to operate a marijuana retail dispensary at 1030 Commonwealth Avenue, Brookline, MA, its license conditions, and the proposed manager, JB Hauck, President.

Board member Fernandez asked about their diversity plan.

Board member VanScoyoc acknowledged concerns from the neighborhood and the close proximity of these establishments to one another.

One factor to keep in mind is the more retail marijuana establishments approved the more diluted the areas is, so it is not likely there will be twice the number of patrons to this location. It is a residential area abutting a commercial area. If successful there will be people coming and going. The Select Board will keep a close watch make sure they are not a nuisance on neighborhood.

Board member Greene noted the proximity to Boston University and hopes they will be aware of underage students.

Attorney Adam Barnosky, representing the applicant responded that they did have some conversations with BU officials to make sure that is not an issue. They provided an updated diversity plan, similar to the one presented by Mission. Lloyd Gellenaue, Director of Diversity, Inclusion and Human Relations suggested to them that the 50% figures were an admirable objective, but questioned if it is a realistic goal from the jump; maybe a goal for year two, working up to that number.

Applicant JB Hauck reviewed their rigorous ID checking and security monitoring. He reviewed their company and his background growing up in Mission Hill, considered an area in the war on drugs. He is a longtime Brookline resident.

Rob Dixon, Diversity Inclusion Officer and Founder of the RISE Academy added this is not a sprint this is a marathon with long term objectives. His responsibilities are to make sure they meet those expectations. The RISE Academy will be a beneficiary in this, a program that has sent 400 kids to college. He will review benchmarks and is committed to not only diversify the company, but promote inclusion and accountability so everyone feels appreciated, respected and welcome in this establishment.

Garrett Hauk, Operations Manager spoke on growing up in Mission Hill during the war on drugs initiative, and a brief description of his resume.

Board member Fernandez added that diversity in hiring is difficult; it does not get easier in year two. The best approach is to start with a diverse staff and try to maintain that. If you start with 30% and try to work up to 50% it will take a while to get there.

Bill Taylor, Security Consultant provided a brief review of his background in security and law enforcement. He added that the first approach is signage at the street level as patrons enter. This is a deterrent to underage patrons. He reviewed the security process as one enters the establishment. He spoke on monitoring abnormal purchasing for possible diversion.

The Board spoke on the diversity plan and how the goals will be reviewed, if something is jarring a public hearing could be considered, also there will be another opportunity at the annual renewal process.

Mr. Barnosky added that the CCC provides regulations as goals; they do not mandate the percentages. We will make a good faith effort to achieve those goals.

The Chair took comments.
Elton spoke as a former employee in support of the applicant. They were the only ones that would hire him as a foreigner during the 911 times. They sponsored him through his citizenship
Chris Harris spoke in support of the applicants. They are responsible and inclusive.

Trevor G spoke in support of the applicant; they hire diverse workers and provide a secure atmosphere.

Board member Greene noted that the supporters were well organized to speak in favor of the applicants. That said, they all indicated that the applicants provided a diverse and welcoming business, offering jobs and training to those in need.

The board was in agreement that they heard a lot of positive comments from former employees.

Board member Fernandez added this may be an opportunity for the applicants to help social equity empowerment applicants with any knowledge you may be able to provide. We heard what you have been able to do for others.

Board member Aschkenasy finds the applicants authentic and careful in crafting their operational plan, and those that spoke on your behalf were very authentic. She appreciates that. Who your friends are matter, and it is nice to hear how you are paying it forward.

Chair Hamilton noted that she has learned that competition can create synergy.

Ms. Baldwin added that the conditions on the transportation demand plan will follow after this vote.

On motion it was,

Voted to approve Comm Ave Canna for a license to operate a marijuana retail dispensary at 1030 Commonwealth Avenue, Brookline, MA, its license conditions, and the proposed manager, JB Hauck, President.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

There being no further business the Chair ended the meeting at 9:25 pm.

ATTEST

MINUTES

SELECT BOARD

06/10/2021

Present: Select Board Member, Heather Hamilton, Select Board Member, Select Board Member Raul Fernandez, Select Board Member John VanScoyoc, Select Board Member Miriam Aschkenasy

OPEN SESSION

Question of entering into Executive Session for the reasons stated in items 2 and 3.

Chair Hamilton declared that the Select Board shall enter into Executive Session to discuss strategy with respect to litigation because an open meeting may have a detrimental effect on the bargaining or litigating position of the public body; and to review/approve executive session minutes.
The Board will not reconvene in open session

On motion it was,

Voted to enter into Executive Session

Aye: Heather Hamilton, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

EXECUTIVE SESSION - LITIGATION

For the purpose of discussing litigation strategy in the case of Alston v. Town of Brookline, USDC Case No. 1:15-cv-13987.

EXECUTIVE SESSION - EXECUTIVE SESSION MINUTES

Question of approving the Executive Session meeting minutes from June 1, 2021.

TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS

Erin Chute Gallentine
Commissioner

Interoffice Memorandum

To: Select Board

From: Erin Chute Gallentine, Commissioner of Public Works EG

Date: June 7, 2021

Re: Award of Contract PW/21-06 "Epoxy lining of Sewer Manholes"

Cc: Melvin A. Kleckner, Town Administrator

Frederick W. Russell, P.E., Director of Water & Sewer

Robert T. King, P.E., Director of Engineering & Transportation

Recommended for award and execution, and prepared for your signatures, please find attached contract **PW/21-06 "Epoxy Lining of Sewer Manholes"** with A&W Maintenance and Coatings, LLC 137 Pine Street, Middleborough, MA 02346 in the amount of $919,050.00.

On April 6, 2021 proposals for contract PW/21-06 "Epoxy Lining of Sewer Manholes", were publicly opened and read aloud. Three (3) bids were received and are summarized below in ascending order of the estimated total contract price bid:

1. A&W Maintenance and Coatings, LLC $919,050.00
2. National Water Main $989,450.00
3. Green Mountain Pipeline Services, LLC $1,259,250.00

The work specified in this contract involves the installation of epoxy liners, grouting, reconstruction, and adjustment/replacement of sewer manholes and covers. This project is part of the long term plan to line all the sewer manholes in Town. Lining improves the structural integrity of the manhole and reduces infiltration of groundwater into the sanitary sewer system. Reducing infiltration saves the Town money because it decreases the amount of flow sent to the wastewater treatment plant. This work is eligible for the MWRA Infiltration and Inflow Grant/Loan Program. There are sufficient funds to complete this work.

333 Washington Street ◆ Brookline, Massachusetts 02445-6863
Telephone: (617) 730-2156 Facsimile: (617)713-3727
www.brooklinema.gov

TOWN OF BROOKLINE

CONTRACT CODING APPROVAL FORM

DEPARTMENT: DPW/Engineering Division

Prepared by: JWH

Vendor Name: A&W Maintenance and Coatings, LLC.

Vendor #

Contract Name: Epoxy Coating of Sewer Manholes

Contract # PW/21-06

Purpose of Contract/Description*

Amount of Contract $ 919,050.00

Epoxy Line approximately 2,050 vertical feet of sewer manholes along with reconstructing manholes and adjusting frame and covers.

CODING

Org #	Org Name	Acct #	Acct Name	Amount
4997C200	Wastewater Imp	6C0005		$ 919,050.00
				$ -
				$ -
				$ -
				$ -
				$ -

*For "K" or "C" accounts, please call it "CIP", precede by your Dept (e.g., 4909K001 would be "DPW CIP")

Department Head Erin Gallentine

Date 06/07/2021

Comptroller and Purchasing Approvals

Funds Available/Codes Correct

Comptroller

Date Approved by Comptroller

Complies with Appropriate Procurement Law
MGL ch 149, ch 30 30M, or ch 30B

Purchasing

Date Approved by Purchasing

TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS

Erin Chute Gallentine
Commissioner

Interoffice Memorandum

To: Select Board

From: Erin Chute Gallentine, Commissioner of Public Works EG

Date: June 7, 2021

Re: Award of Contract PW/21-04 "Sewer System Rehabilitation"

Cc: Melvin A. Kleckner, Town Administrator

Frederick W. Russell, P.E., Director of Water & Sewer

Robert T. King, P.E., Director of Engineering & Transportation

Recommended for award and execution, and prepared for your signatures, please find attached contract **PW/21-04 "Sewer System Rehabilitation"** with Green Mountain Pipeline Services, LLC 768 South Main Street, Bethel, VT 05032 in the amount of $835,200.00.

On April 6, 2021 proposals for contract PW/21-04 "Sewer System Rehabilitation", were publicly opened and read aloud. Four (4) bids were received and are summarized below in ascending order of the estimated total contract price bid:

1. Green Mountain Pipeline Services, LLC	$835,200.00
2. Kenyon Pipeline Inspection, LLC	$899,850.00
3. Insituform Technologies, LLC	$1,088,250.00
4. National Water Main	$1,148,475.00

The work specified in this contract involves the installation of cured-in-place liners for sewer pipe sizes ranging from 8" to 36" along with heavy cleaning and TV inspection of sewer mains. This project is part of the long term plan to line all the sewer mains in Town. Lining improves the structural integrity of the pipe and reduces infiltration of groundwater into the sanitary sewer system. Reducing infiltration saves the Town money because it decreases the amount of flow sent to the wastewater treatment plant. This work is eligible for the MWRA Infiltration and Inflow Grant/Loan Program. There are sufficient funds to complete this work.

333 Washington Street ◆ Brookline, Massachusetts 02445-6863
Telephone: (617) 730-2156 Facsimile: (617)713-3727
www.brooklinema.gov

TOWN OF BROOKLINE

CONTRACT CODING APPROVAL FORM

DEPARTMENT: DPW/Engineering Division

Prepared by: JWH

Vendor Name: Green Mountain Pipeline, LLC

Vendor #

Contract Name: Sewer System Rehabilitation

Contract # PW/21-04

Purpose of Contract/Description*

Amount of Contract $ 835,200.00

Installation of Cured-in-place liners for sewer pipe sizes ranging from 8"-36" along with heavy cleaning and TV inspection of sewer mains.

CODING

Org #	Org Name	Acct #	Acct Name	Amount
4997C200	Wastewater Imp	6C0005		$ 835,200.00
				$ -
				$ -
				$ -
				$ -
				$ -

*For "K" or "C" accounts, please call it "CIP", precede by your Dept (e.g., 4909K001 would be "DPW CIP")

Department Head Erin Gallentine

Date 06/07/2021

Comptroller and Purchasing Approvals

Funds Available/Codes Correct

Jon B. Levrault

Comptroller

Date Approved by Comptroller

Complies with Appropriate Procurement Law
MGL ch 149, ch 30 30M, or ch 30B

Purchasing

Date Approved by Purchasing

Mobile Food Vendor Renewal (Ice Cream Truck)

Applicant: Hani Hindi d/b/a Super Star Ice Cream

Application Details:

This is an Ice Cream Truck renewal application from owner Hani Hindi

The following conditions apply to his license:

Not permitted to sell at schools during school hours and in parks. The vendor cannot operate beyond 30 minutes in any location.

The vendor can only operate music from vehicle while traveling between locations. Music cannot be played during parked service times and at Town park and playground areas.

Reports:

Health Department (Approved pending vehicle inspection)
Police Department (Approved)
Parks & Opens Spaces (Approved)
Transportation (Approved)

Tiffany Souza

From: Todd Kirrane
Sent: Friday, June 11, 2021 9:58 AM
To: Tiffany Souza
Subject: RE: Request for Report - Super Star Ice Cream - Hani Hindi

Tiffany

The Transportation Division is supportive of this application provided the following conditions are met:

1) the vehicle pulls to the side of the street, out of the travel lane, when stopping to sell ice cream to ensure customers are not standing in the roadway

2) the truck and operator full comply with state law that requires 'Persons selling **ice cream** from **trucks** must equip such **trucks** with a flashing amber dome **light** and front and rear warning **lights**, which the vendor shall flash alternately and which shall be kept flashing when such vehicle is stopped for the purpose of selling **ice cream**.'

It did appear from the pictures to have the required dome lighting.

Thanks

Todd

Todd M. Kirrane
Transportation Administrator
Town of Brookline

https://www.twitter.com/BlineTransport
https://www.facebook.com/BrooklineDPW
https://www.brooklinema.gov/transportation

From: Tiffany Souza <tsouza@brooklinema.gov>
Sent: Friday, June 11, 2021 9:19 AM
To: Todd Kirrane <tkirrane@brooklinema.gov>
Subject: FW: Request for Report - Super Star Ice Cream - Hani Hindi

Tiffany Souza

From:	Alexandra Vecchio
Sent:	Thursday, June 10, 2021 5:28 PM
To:	Tiffany Souza; Swannie Jett; Dai Nguyen; Roland Lankah; Todd Kirrane; Mark Morgan; David Hill; John F. Sullivan, Chief of Dept; David A Randolph; Dan Bennett; Kristen Curtis
Cc:	Chris Malinn
Subject:	RE: Request for Report - Super Star Ice Cream - Hani Hindi

The Parks and Open Space Division supports this application but requires that no music be played in or around the parks.

Thanks,
Alexandra

Alexandra Vecchio *(she/her)*
Director of Parks and Open Space

Brookline Town Hall
333 Washington Street, 4th Floor
Brookline, MA 02445-6853
(617) 730-2087

From: Tiffany Souza <tsouza@brooklinema.gov>
Sent: Tuesday, June 1, 2021 11:56 AM
To: Swannie Jett <sjett@brooklinema.gov>; Dai Nguyen <dnguyen@brooklinema.gov>; Roland Lankah <rlankah@brooklinema.gov>; Todd Kirrane <tkirrane@brooklinema.gov>; Mark Morgan <mmorgan@brooklinema.gov>; David Hill <dhill@brooklinema.gov>; Alexandra Vecchio <avecchio@brooklinema.gov>; John F. Sullivan, Chief of Dept <jfsullivan@brooklinema.gov>; David A Randolph <drandolph@brooklinema.gov>; Dan Bennett <dbennett@brooklinema.gov>; Kristen Curtis <kcurtis@brooklinema.gov>
Cc: Chris Malinn <cmalinn@brooklinema.gov>
Subject: Request for Report - Super Star Ice Cream - Hani Hindi

Tiffany Souza
Administrative Assistant – Licensing

Town of Brookline | Select Board's Office
333 Washington Street, 6th FL
Brookline, MA 02445-6853
☎: (617) 730-2203 | 🖷: (617) 730-2054

TOWN OF BROOKLINE
DEPARTMENT OF PUBLIC HEALTH

11 Pierce Street, Brookline, Massachusetts, 02445
Telephone: (617) 730-2300 Facsimile: (617) 730-2296
Website: www.brooklinema.gov

Our vision is an inclusive community that is healthy, safe, connected & equitable for all!

Dr. Swannie Jett, DrPH, MSc
Director of Public Health
& Human Services

BROOKLINE DEPARTMENT OF PUBLIC HEALTH
M E M O R A N D U M

To: Melvin Kleckner,
Town Administrator
for the Select Board

From: Dr. Swannie Jett, SJ
Director of Public Health and Human Services

Date: June 9, 2021
Re: Zack's Ice Cream
Mobile Food Vendor Renewal - Ice Cream Truck
Ahmad M. Alkhatatbih, Applicant

Please be advised that the Department of Public Health has no objection to the issuance of a Mobile Food Vendor - Ice Cream Truck license recommendation to the above noted Applicant.

This recommendation is under the following conditions:

- The operator must comply with the Restaurant Health and Safety Standards outlined in the State's Reopening Plan.
- All required applications and fees are submitted to Department as required.
- The Food truck receives a pre-operational inspection before the license is released.

- The operator must maintain a current State Hawkers and Peddlers License.
- The Food Truck must comply with the Town By-Laws on the use of artificial Trans-Fats and Polystyrene.

S:food SelectBoard/MobileFoodZacksIceCream2021

TOWN of BROOKLINE
Massachusetts

BUILDING DEPARTMENT

Daniel F. Bennett
Building Commissioner

INTEROFFICE MEMORANDUM

Date: June 4, 2021

To: Mel Kleckner, Town Administrator
Town Administrator

From: Daniel Bennett
Building Commissioner

Re: **Mobile Food Vendor License** – Application from Hani Hindi, d/b/a Super Star Ice Cream, for a Mobile Food Vendor License (Ice Cream Truck) to sell Ice Cream from 10am-8:30pm (your memo dated June 1, 2021).

This business is operated from an Ice Cream truck in the public way, not on private property, the zoning implications are minimal. Additionally, the applicant has provided a list of Streets that the business will operate from.

This office has no issue with the application from Hani Hindi, d/b/a Super Star Ice Cream, for a Mobile Food Vendor License (Ice Cream Truck) to sell Ice Cream from 10am-8:30pm.

333 Washington Street, Brookline, Massachusetts 02445
Tel: (617) 730-2100 Fax: (617) 739-7542
www.brooklinema.gov

BROOKLINE POLICE DEPARTMENT
Brookline, Massachusetts

Andrew B. Lipson
Chief of Police

Memorandum

To: Superintendent Mark Morgan

CC:

From: Sgt. Christopher Malinn

Date: 06/02/2021

Re: Hani Hindi— Ice Cream Truck Vendor - Renewal

Sir;

Mr. Hani Hindi 22 Pulaski St., Peabody, Ma has submitted an application to renew his Ice Cream Truck Vendor (Ice Cream Truck). He has been licensed through Brookline since 2012 Mr. Hindi reports that he will sell ice cream novelty snacks from "Super Star Ice Cream" from public ways located in the Town of Brookline.

[redacted]

FIREARMS LICENSING/C.S.U

Public Safety Building 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ❖ Facsimile (617) 730-8454

A check of Mr.Hindi's information revealed no negative incidents during the last year.

He appears to be a suitable candidate for renewal of his Mobile Food Vendor (Ice Cream Truck) License.

Respectfully Submitted,

Sgt. Christopher Malinn

Public Safety Building 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ❖ Facsimile (617) 730-8454

Application For Brookline Mobile Food

Before completing the following application, please carefully review the "Brookline Mobile Food Regulations" document, which includes important details about the licensing requirements. Contact mobilefood@brooklinema.gov or call 617-730-2203 with questions.

Date: 06-01-21 Applicant (company name): Rosev Darry

D/B/A (e.g. if food truck name is different from company name): Super Star Ice Cream

Primary Contact Name: Hani Hindi Primary Contact Cell Phone: 617-838-9224

Primary Contact Business Phone: N/A Primary Contact Email: N/A

Name(s) of Owner(s), Partner(s) or Corporate President: Hani Hindi

Mailing Address of Company: [redacted]

Address of Vehicle Garaging (if different from above): 220 Second Street, Chelsea Ma 02150

Address of Commissary (if different from above): N/A

Truck License Plate State & Number: 770190

Please include the following with your application, and submit all of your information by hand delivery or mail (to Town of Brookline Select Board's Office 6th floor Town Hall)

1. **CORI Request Form (included at the end of this application)**
2. Three letters of reference, including their phone and email contact information (to be used for license interview)
3. Sample menu of items that will be served (food and/or beverage). With each item, include:
   - Price charged
4. A color photo of your truck/cart in operation, including any freestanding signage
5. Proof that the truck/cart will be serviced by a mobile food commissary, or another method approved by the Brookline Health Department
6. A Certificate of Insurance of a general liability policy naming the Town as an additional insured in the amount of $1,000,000 (unless operating on private property)
7. The required application fee

Please describe your service route and operation locations (Please note mobile food trucks can only operate for a limited time at each location)

Sherman Rd, Princeton Rd, South St, Risley Rd, Intervale Rd, Walnut Hill Rd, Beverly Rd

Newton St, Allerton St, Highland Rd, Cypress St, Chestnut St, Goddard Ave, Avon St,

Pond St, Hopkins Rd, Meadowbrook Rd, Santhus Rd, Eliot St, Loveland Rd, Doran Rd

Ackers Ave, Hammond Rd, Heath St 10:00AM - 8:30PM

Size and description of the truck/cart, including any freestanding signage, seating, or furniture the vendor wishes to place outside of the truck/cart:

14ft, no tanks, no cooking

Equipment used for the truck/cart (include information about cooking or refrigeration equipment, any energy saving equipment and/or practices, generators used, size of gas tank used for cooking fuel, or other type of equipment/apparatus):

None

Information about any citation you or your operation has received due to the operation's noncompliance with any federal, state or local law, regulation, by-law, or code in the Boston metro area:

None

Description of any lighting or noise that will be emitted from the food truck during operations (e.g. evening lighting, running of engine generator, music, etc.):

Ice Cream truck music

By signing this application, applicants proposing to operate on public property hereby absolve the Town and its officers, employees, agents and representatives from all liability in connection with the applicant's use of Town property. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the applicant's use of Town property, and agrees to indemnify the Town for any expenses the Town incurs in restoring Town property to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).

The undersigned affirms that he/she has the authorization to sign this application in the name of the Applicant and that the information provided in this application is complete and accurate. This mobile food operation will provide all necessary water, energy and waste handling functions without requiring the on-site use of public utilities or infrastructure.

HANI HINDI	Hani Hindi	06-01-21
Signature of Applicant	Name (Printed)	Date

Title (if on behalf of an Organization)	Address
617-838-9224	no email address
Telephone numbers (s) (24-hour contact information)	Email address(es)

Tax Compliance Certification

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

		[redacted]
* Signature of Individual Applicant	By: Corporate Officer	**Social Security# or Federal ID#

*This license will not be issued unless this certification clause is signed by the applicant.
** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency **will be subject to license suspension or revocation.** This request is made under the authority of Massachusetts General Law, Chapter 62C, Section 49A.

APPENDIX A - CORI Acknowledgment Form

I am an: (please check one)

- [x] **Applicant** - Position: Mobile Food Truck Department/License: Select Board
- [ ] **Volunteer** - Position: _____ Department: _____
- [ ] **Employee** - Position: _____ Department: _____
- [ ] **Contractor** - Company Name _____

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

HANI M HINDI — **Applicant/Employee/Volunteer/Contractor Signature**

06-01-21 — **Today's Date**

Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: Hindi First Name: Hani MI: M

Current Address: [redacted]

Former Address(es): _____

Maiden Name or Alias (*If Applicable*): _____ Place of Birth: Jordan

Date of Birth: [redacted] **Last 6 digits** of Social Security Number: [redacted]

Sex: M Height: 5 ft. 7 in. Race: [redacted] Eye Color: Brown

State Driver's License Number (*Include Stat*[redacted] ID Theft Index PIN*: _____

List any other name(s) or dates of birth that appear in DCJIS's database: _____

Mother's Full Maiden Name: Amenah Khatatbeh Father's Name: Mostafa Khatatbeh

*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

******For Official Use Only******

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type)

_____

Signature of CORI-Authorized Employee: _____ Date: _____

Name and Position of CORI-Authorized Employee: _____

Reference Letter

I know Hani Hindi, the owner of Superstar ice cream truck. He is a good man and sell ice cream for long time.

Name: Mohammed Al Qawlah

Signature:

Telephone# 7815586002

Email: msamiqudah3@gmail.com

Reference Letter

I know Hani Hindi, the owner of Superstar ice cream truck. He is a good man and sell ice cream for long time.

Name: Anwar Khatatbih

Signature:

Telephone# 7816661118

Email: anwar.khatatbih1@yhoo.com

Reference Letter

I know Hani Hindi, the owner of Superstar ice cream truck. He is a good man and sell ice cream for long time.

Name: ALI ALKHATATBIH

Signature:

Telephone# 617-794-2994

Email: ALI.ALKHATATBIH@GMAIL.COM.

Menu

No.	Name	Price
1	Oreo Cookie Cream Bar	4
2	Choco Taco	4
3	Chocolate Malt Cup	4
4	Snow Cone	4
5	Two Ball Screwball	4
6	Chocolate Chipwich	4
7	Oreo Cookie Sandwich	4
8	Big Vanilla Sandwich	4
9	Strawberry Fruit Bar	4
10	Coconut Fruit Bar	4
11	SpongeBob Bar	4
12	Spiderman Bar	4
13	Hello Kitty Bar	4
14	Avengers Captain America	4
15	Minions Bar	4
16	Ice Cream Bar	3
17	Orange Cream Bar	3
18	Chocolate Éclair Bar	3
19	Strawberry Shortcake	3

MATTHEW COOPER INS
732 BROADWAY
REVERE, MA 02151

PROGRESSIVE COMMERCIAL

Named insured

HANI HINDI
22 PULASKI ST, APT D5
PEABODY, MA 01960

Policy number: 03350554-0
Underwritten by:
Progressive Casualty Insurance Co
March 19, 2021
Policy Period: Mar 9, 2021 - Sep 9, 2021
Page 1 of 2

progressiveagent.com
Online Service
Make payments, check billing activity, print policy documents, or check the status of a claim.

1-781-284-1500
MATTHEW COOPER INS
Contact your agent for personalized service.

1-800-444-4487
For customer service if your agent is unavailable or to report a claim.

Commercial Auto Insurance Coverage Summary

This is your Declarations Page
Your coverage has changed

Your coverage began the later of March 9, 2021 at 12:01 a.m. or at the time your application is executed on the first day of the policy period. This policy period ends on September 9, 2021 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. Compulsory limits are included in, not in addition to, optional limits. The policy contract is form 6912 (06/10). The contract is modified by forms 2852MA (05/06), 1652MA (05/06), 4757MA (06/06), 4852MA (04/06), 4881MA (04/11) and Z228 (01/11).

The named insured organization type is a sole proprietorship.

Policy changes effective March 9, 2021

Premium change:	$8.00
Changes:	Coverage has been changed on your policy.

The changes shown above will not be effective prior to the time the changes were requested.

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			$408
Compulsory Bodily Injury Liability	$20,000 each person/$40,000 each accident		
Compulsory Property Damage Liability	$5,000 each accident		
Optional Bodily Injury Liability	$50,000 each person/$100,000 each accident		
Optional Property Damage Liability	$100,000 each accident		
Uninsured Motorist Bodily Injury	$50,000 each person/$100,000 each accident		8
Underinsured Motorist Bodily Injury	$50,000 each person/$100,000 each accident		13
Personal Injury Protection	$8,000 limit per person	$0	15
Medical Payments	$5,000 each person		11
Comprehensive			59
See Auto Coverage Schedule	Limit of liability less deductible		
Total 6 month policy premium			**$514**

Rated driver

1. HANI HINDI

CAUTION
WATCH CHILDREN
CAUTION
GRUMMAN OLSON
W33-143

CAUTION
WATCH FOR CHILDREN
MANY STOPS DO NOT FOLLOW
CHILDREN CROSSING
CHILDREN CROSSING
W33143

SUPERSTA
ICE CREAM
6 7 8 9
CONCOR

Mobile Food Vendor Renewal (Ice Cream Truck)

Applicant: Ahmad Alkhatatbih d/b/a Zack's Ice Cream

Application Details:

This is an Ice Cream Truck renewal application from owner Ahmad Alkhatatbih.

Mr. Alkhatatbih will operate along the same route that was approved last year. His operating hours will remain the same as last year: Sunday-Saturday, 10:00am-7:00pm.

The following conditions apply to his license:

Not permitted to sell at schools during school hours and in parks. The vendor cannot operate beyond 30 minutes in any location.

The vendor can only operate music from vehicle while traveling between locations. Music cannot be played during parked service times and at Town park and playground areas.

Reports (Attached):

Health Department (Approved pending vehicle inspection)
Police Department (Approved)
Parks & Opens Spaces (Approved)
Transportation Department (Approved)

Tiffany Souza

From: Alexandra Vecchio
Sent: Thursday, June 10, 2021 5:29 PM
To: Tiffany Souza; Dan Bennett; Swannie Jett; Dai Nguyen; Roland Lankah; Todd Kirrane; Mark Morgan; David Hill; John F. Sullivan, Chief of Dept; David A Randolph; Kristen Curtis
Cc: Chris Malinn
Subject: RE: Request for Report - Zack's Ice Cream Truck

The Parks and Open Space Division supports this application but requires that no music be played in or around the parks.

Thanks,
Alexandra

Alexandra Vecchio *(she/her)*
Director of Parks and Open Space

Brookline Town Hall
333 Washington Street, 4th Floor
Brookline, MA 02445-6853
(617) 730-2087

From: Tiffany Souza <tsouza@brooklinema.gov>
Sent: Tuesday, June 8, 2021 1:18 PM
To: Dan Bennett <dbennett@brooklinema.gov>; Swannie Jett <sjett@brooklinema.gov>; Dai Nguyen <dnguyen@brooklinema.gov>; Roland Lankah <rlankah@brooklinema.gov>; Todd Kirrane <tkirrane@brooklinema.gov>; Mark Morgan <mmorgan@brooklinema.gov>; David Hill <dhill@brooklinema.gov>; Alexandra Vecchio <avecchio@brooklinema.gov>; John F. Sullivan, Chief of Dept <jfsullivan@brooklinema.gov>; David A Randolph <drandolph@brooklinema.gov>; Kristen Curtis <kcurtis@brooklinema.gov>
Cc: Chris Malinn <cmalinn@brooklinema.gov>
Subject: RE: Request for Report - Zack's Ice Cream Truck

From: Zack <zack@zacksicecream.com>
Sent: Tuesday, June 08, 2021 10:16 AM
To: Tiffany Souza <tsouza@brooklinema.gov>
Subject: Re: Ice Cream Vendor Ahmed Alkhatatbih 05 27 21.doc

Hello Tiffany

We operate 24 hours for event catering.

Best regards,

Tiffany Souza

From: Todd Kirrane
Sent: Thursday, June 10, 2021 6:37 PM
To: Tiffany Souza
Cc: Dan Bennett; Swannie Jett; Dai Nguyen; Roland Lankah; Mark Morgan; David Hill; Alexandra Vecchio; John F. Sullivan, Chief of Dept; David A Randolph; Kristen Curtis; Chris Malinn
Subject: Re: Request for Report - Zack's Ice Cream Truck

Tiffany

The Transportation Division is supportive of this application provided the following conditions are met:

1) the vehicle pulls to the side of the street, out of the travel lane, when stopping to sell ice cream to ensure customers are not standing in the roadway

2) the truck and operator full comply with state law that requires 'Persons selling **ice cream** from **trucks** must equip such **trucks** with a flashing amber dome **light** and front and rear warning **lights**, which the vendor shall flash alternately and which shall be kept flashing when such vehicle is stopped for the purpose of selling **ice cream**.'

It did not appear from the pictures to have the required dome lighting.

Thanks

Todd

Sent from my iPhone

On Jun 10, 2021, at 5:28 PM, Alexandra Vecchio <avecchio@brooklinema.gov> wrote:

The Parks and Open Space Division supports this application but requires that no music be played in or around the parks.

Thanks,
Alexandra

Alexandra Vecchio *(she/her)*
Director of Parks and Open Space

Brookline Town Hall
333 Washington Street, 4th Floor
Brookline, MA 02445-6853
(617) 730-2087

<image004.jpg>

BROOKLINE POLICE DEPARTMENT

Brookline Massachusetts

MARK P. MORGAN
ACTING CHIEF OF POLICE

Memorandum

To: Chief Mark P. Morgan

CC:

From: Sgt Christopher Malinn

Date: 06/01/2021

Re: Mobile Food Vendor (Ice Cream Truck) License Application Renewal – Ahmad Alkhatatbih,

---

Sir,

Mr. Ahmad Alkhatatbih has applied for renewal of his Mobil Food Vendor (Ice Cream Truck) License through the Town of Brookline Office of the Selectman.

Applicant:

Ahmad Alkhatatbih

[redacted]

FIREARMS LICENSING/C.S.U

Public Safety Building 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ❖ Facsimile (617) 730-8454

Phone Number 617-480-4188

Mr. Alkhatatbih had submitted an initial application in April 2017. Based upon the information obtained during Mr. Alkhatatbih's initial background investigation, it was determined that he did not appear to be a suitable candidate for a Mobil Food Vendor (Ice Cream Truck) License in the Town of Brookline. See attached report.

At his request, Chief O'Leary met with Mr. Alkhatatbih to discuss his application. A further investigation into his history of being issued permitted by numerous other municipalities yielded no negative information (see Attached Report) Subsequently, Chief O'Leary saw fit to approve Mr. Alkhatatbih's application.

A check of Mr. Alkhatatbih's information revealed no negative incidents during the last year.

He appears to be a suitable candidate for renewal of his Mobile Food Vendor (Ice Cream Truck) License.

Respectfully Submitted,

Sgt. Christopher Malinn

Public Safety Building 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ❖ Facsimile (617) 730-8454

TOWN OF BROOKLINE
DEPARTMENT OF PUBLIC HEALTH
11 Pierce Street, Brookline, Massachusetts, 02445
Telephone: (617) 730-2300 Facsimile: (617) 730-2296
Website: www.brooklinema.gov

Our vision is an inclusive community that is healthy, safe, connected & equitable for all!

Dr. Swannie Jett, DrPH, MSc
Director of Public Health
& Human Services

BROOKLINE DEPARTMENT OF PUBLIC HEALTH
M E M O R A N D U M

To: Melvin Kleckner,
Town Administrator
for the Select Board

From: Dr. Swannie Jett, SJ
Director of Public Health and Human Services

Date: June 9, 2021
Re: Super Star Ice Cream
Mobile Food Vendor Renewal - Ice Cream Truck
Hani Hindi, Applicant

Please be advised that the Department of Public Health has no objection to the issuance of a Mobile Food Vendor - Ice Cream Truck license recommendation to the above noted Applicant.

This recommendation is under the following conditions:

- The operator must comply with the Restaurant Health and Safety Standards outlined in the State's Reopening Plan.
- All required applications and fees are submitted to Department as required.
- The Food truck receives a pre-operational inspection before the license is released.

- The operator must maintain a current State Hawkers and Peddlers License.
- The Food Truck must comply with the Town By-Laws on the use of artificial Trans-Fats and Polystyrene.

S:food SelectBoard/MobileFoodSuperStarIceCream2021

Application For Brookline Mobile Food

'21 MAY 27 PM1:25

Before completing the following application, please carefully review the "Brookline Mobile Food Regulations" document, which includes important details about the licensing requirements. Contact mobilefood@brooklinema.gov or call 617-730-2203 with questions.

Date: 05/27/2021 Applicant (company name): Ahmad M. Alkhatatbih

D/B/A (e.g. if food truck name is different from company name): Zack's ice cream

Primary Contact Name: Ahmad Alkhatatbih Primary Contact Cell Phone: 6174804188

Primary Contact Business Phone: 617-480-4188 Primary Contact Email: Info@zacksicecream.com

Name(s) of Owner(s), Partner(s) or Corporate President: Ahmad alkhatatbih

Mailing Address of Company [redacted]

Address of Vehicle Garaging (if different from above): 69 Norman st , Everett Ma 02149

Address of Commissary (if different from above): 20 Griffin way, Chelsea Ma 02150

Truck License Plate State & Number: W29-200 MA

Please include the following with your application, and submit all of your information by hand delivery or mail (to Town of Brookline Select Board's Office 6th floor Town Hall)

1. **CORI Request Form (included at the end of this application)**
2. Three letters of reference, including their phone and email contact information (to be used for license interview)
3. Sample menu of items that will be served (food and/or beverage). With each item, include:
   - Price charged
4. A color photo of your truck/cart in operation, including any freestanding signage
5. Proof that the truck/cart will be serviced by a mobile food commissary, or another method approved by the Brookline Health Department
6. A Certificate of Insurance of a general liability policy naming the Town as an additional insured in the amount of $1,000,000 (unless operating on private property)
7. The required application fee

Please describe your service route and operation locations (Please note mobile food trucks can only operate for a limited time at each location)

I will include a list of streets with the application in a separate sheet of paper.

Size and description of the truck/cart, including any freestanding signage, seating, or furniture the vendor wishes to place outside of the truck/cart:

The size of the van is 11 feet long

Equipment used for the truck/cart (include information about cooking or refrigeration equipment, any energy saving equipment and/or practices, generators used, size of gas tank used for cooking fuel, or other type of equipment/apparatus):

Special cold plate freezer

Information about any citation you or your operation has received due to the operation's noncompliance with any federal, state or local law, regulation, by-law, or code in the Boston metro area:

None

Description of any lighting or noise that will be emitted from the food truck during operations (e.g. evening lighting, running of engine generator, music, etc.):

No generator is used, we only use some ice cream truck music while we are in motion

By signing this application, applicants proposing to operate on public property hereby absolve the Town and its officers, employees, agents and representatives from all liability in connection with the applicant's use of Town property. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the applicant's use of Town property, and agrees to indemnify the Town for any expenses the Town incurs in restoring Town property to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).

The undersigned affirms that he/she has the authorization to sign this application in the name of the Applicant and that the information provided in this application is complete and accurate. This mobile food operation will provide all necessary water, energy and waste handling functions without requiring the on-site use of public utilities or infrastructure.

Signature of Applicant	Ahmad M. Alkhatatbih Name (Printed)	05/26/2021 Date
Owner Title (if on behalf of an Organization)	[redacted] Address	
617-480-4188 Telephone numbers (s) (24-hour contact information)	Info@zacksicecream.com Email address(es)	

Tax Compliance Certification

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

* Signature of Individual Applicant	By: Corporate Officer	[redacted] **Social Security# or Federal ID#

*This license will not be issued unless this certification clause is signed by the applicant.
** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency **will be subject to license suspension or revocation.** This request is made under the authority of Massachusetts General Law, Chapter 62C, Section 49A.

APPENDIX A - CORI Acknowledgment Form

I am an: (please check one)

- [x] **Applicant** - Position: _____ Department/License: _____
- [ ] **Volunteer** - Position: _____ Department: _____
- [ ] **Employee** - Position: _____ Department: _____
- [ ] **Contractor** - Company Name _____

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

Applicant/Employee/Volunteer/Contractor Signature _____ **Today's Date** 5/27/2021

Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: Alkhatatbih First Name: Ahmad MI: M

Current Address: [redacted]

Former Address([redacted]

Maiden Name or Alias (*If Applicable*): _____ Place of Birth: Jordan

Date of Birth: [redacted] **Last 6 digits** of Social Security Number: [redacted]

Sex: Male Height: 5 ft. 8 in. Race: White Eye Color: Hazel

State Driver's License Number *(Include State)* [redacted] ID Theft Index PIN*: _____

List any other name(s) or dates of birth that appear in DCJIS's database: _____

Mother's Full Maiden Name: Amneh khatatbeh Father's Name: Mustafa H. Alkhatatbih

*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

******For Official Use Only******

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type)

_____

Signature of CORI-Authorized Employee: _____ Date: _____

Name and Position of CORI-Authorized Employee: _____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/27/2021

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

Hiscox Inc.
520 Madison Avenue
32nd Floor
New York, NY 10022

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No):
E-MAIL ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hiscox Insurance Company Inc	10200
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Zack?s ice cream
69 Norman st
Everett, MA 02149

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		UDC-4801018-CGL-21	04/12/2021	04/12/2022	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					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)

Town of Brookline is listed as additional insured per policy terms and conditions.

CERTIFICATE HOLDER

Town of Brookline
333 Washington st Brookline, MA, 02445

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

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

6 E

Town of Brookline
Brookline, MA

May 27, 2021

Dear Reader:

This letter is confirmation that Ahmad Alkhatatbih, 220 Walnut Avenue, Apt #1, Revere, MA, purchases ice cream products from Rosev Dairy Foods, Inc., 20 Griffin Way, Chelsea, MA. His business is Zack's Ice Cream.

If you need any additional information, please call me at your convenience.

Sincerely,

Stephen Jamgochian
Vice President

ROSEV DAIRY FOODS, INC.

20 GRIFFIN WAY CHELSEA, MASSACHUSETTS 02150
617-889-7444 • FAX 617-884-9347

8 GRIFFIN WAY • CASH & CARRY STORE AND WAREHOUSE

Town of Brookline
Brookline, MA

May 26, 2021

To Whom it may Concern:

I am writing this letter of reference for Ahmad Alkhatatbih, 220 Walnut Avenue, Apt #1, Revere, MA. Ahmed operates his business as Zack's Ice Cream.

I have known Ahmed for over 20 years and he has always conducted himself with professionalism in the ice cream industry. He buys his ice cream from Rosev Dairy located at 20 Griffin Way in Chelsea. His truck is always clean and in proper working order

Sincerely,

Joseph Rosselli
Warehouse Manager
Rosev Dairy Foods, Inc.

ROSEV DAIRY FOODS

ROSEV DAIRY FOODS, INC.

20 GRIFFIN WAY CHELSEA, MASSACHUSETTS 02150
617-889-7444 • FAX 617-884-9347

8 GRIFFIN WAY • CASH & CARRY STORE AND WAREHOUSE

Town of Brookline
Brookline, MA

May 25, 2021

Dear Sir:

I am writing this letter of reference for Ahmad Alkhatatbih, who operated Zack's Ice Cream. 220 Walnut Avenue, Apt #1, Revere, MA.

Ahmed buys his ice cream from Rosev Dairy located at 20 Griffin Way in Chelsea. I assist Ahmed in the purchase of his products when he comes to Rosev's Cash & Carry Store.

He is a good businessman and always treats all Rosev employees with the proper respect.

Sincerely, Nedzad Vranic

Nedzad Vranic
Operations Manager
Rosev Dairy Foods, Inc.

ROSEV DAIRY FOODS

ROSEV DAIRY FOODS, INC.

20 GRIFFIN WAY CHELSEA, MASSACHUSETTS 02150
617-889-7444 • FAX 617-884-9347
8 GRIFFIN WAY • CASH & CARRY STORE AND WAREHOUSE

Town of Brookline
Brookline, MA

May 27, 2021

Dear Reader:

This letter is confirmation that Ahmad Alkhatatbih, 220 Walnut Avenue, Apt #1, Revere, MA, purchases ice cream products from Rosev Dairy Foods, Inc., 20 Griffin Way, Chelsea, MA. His business is Zack's Ice Cream.

If you need any additional information, please call me at your convenience.

Sincerely, Stephen Jamgochian

Stephen Jamgochian
Vice President

ROSEV DAIRY FOODS, INC.

20 GRIFFIN WAY CHELSEA, MASSACHUSETTS 02150
617-889-7444 • FAX 617-884-9347
8 GRIFFIN WAY • CASH & CARRY STORE AND WAREHOUSE

Town of Brookline
Brookline, MA

May 27, 2021

Dear Reader:

This letter is letter of reference for Ahmad Alkhatatbih, 220 Walnut Avenue, Apt #1, Revere, MA. Ahmed operates his business as Zack's Ice Cream.

Ahmed had purchased ice cream products from Rosev Dairy Foods, Inc., 20 Griffin Way, Chelsea, MA, for many years and has always been a good businessman. I would recommend Ahmed for any licenses necessary to carry on his business in any city.

If you need any additional information, please call me at your convenience.

Sincerely,

Stephen Jamgochian
Vice President
Rosev Dairy Foods, Inc.

ROSEV DAIRY FOODS

TOWN OF BROOKLINE SELECT BOARD AND DIRECTOR OF HEALTH AND HUMAN SERVICES RESCIND THE DECLARATION OF EMERGENCY ISSUED ON MARCH 16, 2020 AND EMERGENCY ORDER PLACING A TEMPORARY MORATORIUM ON EVICTION PROCEEDINGS IN RESPONSE TO THE COVID-19 PANDEMIC ISSUED ON APRIL 7, 2020.

WHEREAS, on March 10, 2020 the Governor of Massachusetts declared a State of Emergency in Massachusetts in response to the COVID-19 pandemic; and

WHEREAS, on March 13, 2020 the President of the United States declared a National Emergency concerning the COVID-19 Outbreak; and

WHEREAS, in response to the COVID-19 pandemic and pursuant to their powers under Chapter 639 of the Acts of 1950, Chapter 111 of the Massachusetts General Laws and the regulations promulgated thereunder, Section 3.1.2 of the Town of Brookline's General By-laws, and other applicable laws and regulations, the Select Board and Director of Health and Human Services of the Town of Brookline issued a Declaration of Emergency on March 16, 2020 and Emergency Order Placing a Temporary Moratorium on Eviction Proceedings in Response to the COVID-19 pandemic on April 7, 2020; and

WHEREAS, on May 28, 2021 the Governor of Massachusetts and Secretary of Health and Human Services signed an Executive Order terminating the State of Emergency in Massachusetts effective June 15, 2021; and

WHEREAS, the recent decline in COVID-19 cases in Brookline has enabled the Town to align with the Commonwealth of Massachusetts

NOW THEREFORE, we the Select Board and Director of Health and Human Services of the Town of Brookline hereby RESCIND the said Declaration of Emergency and Emergency Order Placing a Temporary Moratorium on Eviction Proceedings in Response to the COVID-19 Pandemic, effective immediately.

Dated June 15, 2021, at _____ P.M.

_____
Director of Health and Human Services

_____
Chair, Select Board

_____

_____

_____

_____

Town of Brookline
Massachusetts

Department of Planning and Community Development

Town Hall, 3rd Floor
333 Washington Street
Brookline, MA 02445-6899
(617) 730-2130 Fax (617) 730-2442
TTY (617) 730-2327

Alison Steinfeld
Director

To:	Select Board and Mel Kleckner
From:	Meredith L. Mooney, Economic Development and Long-Term Planner
Cc:	Building Commissioner Dan Bennett, DPW Commissioner Erin Gallentine, Dr. Swannie Jett, Deputy Chief Randolph, Lt. Michael Murphy, Kara Brewton, Todd Kirrane, Dai Nguyen, Kevin Johnson, Patty Correa, Tiffany Souza, Roland Lankah, and Alison Steinfeld
Date:	June 7, 2021
Re:	Recommended approval for Prairie Fire Brookline's temporary use of a portion of Webster Street municipal parking lot for outdoor seating

---

Overview:
Town staff recommend the approval of a proposal by Prairie Fire Brookline, a Coolidge Corner restaurant located at 242 Harvard Street, to utilize a portion of the adjacent Webster Street municipal parking lot for outdoor dining contingent upon final approvals from appropriate Town departments.

The proposed use of an adjacent municipal parking lot makes Prairie Fire a unique applicant to the Town's temporary expanded outdoor dining program; because of the unique nature of this application, Town staff is seeking the Select Board's explicit approval for this proposal.

Background:
Over the past 14 months, the Town has undertaken dozens of experimental initiatives – many involving the temporary, creative repurposing of public spaces (e.g. parking spaces, parking lots, parks and open spaces) - to help support local businesses through the pandemic. During the 2020 outdoor dining season, the Town placed several picnic tables and umbrellas in the Webster Street Lot, repurposing it as a common area outdoor dining space where patrons of nearby restaurants could enjoy takeout food.

This outdoor dining season, Prairie Fire is proposing to use 55% of the Webster Street parking lot (i.e. 6 out of the 11 total parking spaces) to create an outdoor dining and gathering space for the community. The proposed main seating area will utilize traditional "beer garden" style tables and benches, all of which will be PROWAG/MAAB compliant. Prairie Fire has readily agreed to DPW's required changes to add a direct path of access through the proposed outdoor seating area between the parking lot and Harvard Street alleyway, as well as the addition of protective jersey barriers.

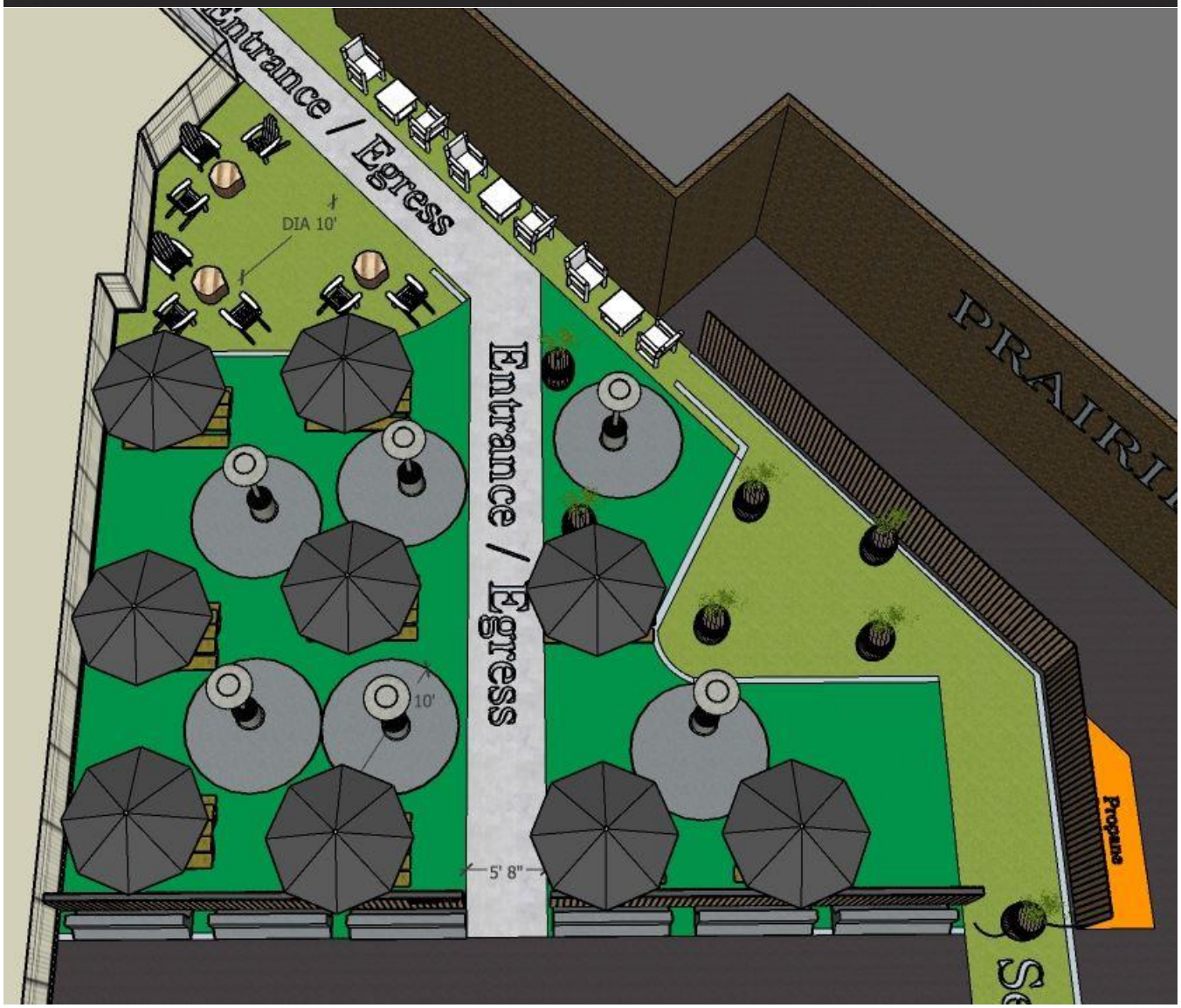
Neighboring restaurants, Shaking Crab and Michael's Deli, have both endorsed Prairie Fire's outdoor seating proposal.

Updated renderings of the proposed outdoor seating area are included on the next page, and Prairie Fire's temporary expanded outdoor dining application is attached for reference.

Recommended Action:

Contingent upon final approvals from the appropriate Town departments per the Town's 2021 Updated Outdoor Dining Program Regulations & Guidelines, the Select Board grants approval of a proposal by Prairie Fire Brookline at 242 Harvard Street to utilize a portion of the adjacent Webster Street municipal parking lot for outdoor seating for the 2021 outdoor dining season.

PRAIR
Entrance / Egress
PUBLIC WAY
5' 8"


Entrance / Egress
DIA 10'
Entrance / Egress
PRAIRI
10'
5' 8"
Propane

OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

OUTDOOR DINING PROGRAM APPLICATION
(For outdoor seating as of April 1, 2021)

DATE: 4/20/21

ADDRESS OF LICENSED PREMISES: 242 Harvard Street

APPLICANT: S&R Hospitality, LLC
INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: Prairie Fire

TYPE OF LIQUOR LICENSE: X All Kinds _____ Beer and Wine _____ None

LIQUOR LICENSEES: PLEASE ATTACH PROOF THAT THE LICENSEE'S LIQUOR LIABILITY INSURANCE POLICY REQUIRED BY MASSACHUSETTS GENERAL LAWS c. 138, s. 12 AND SECTION B(6) OF THE TOWN'S LIQUOR REGULATIONS COVERS THE PROPOSED EXTENDED PREMISES, AND THAT THE TOWN IS LISTED AS AN ADDITIONAL INSURED.

ARE YOU SEEKING AN EXTENSION OF PREMISES WITH REGARD TO AN **EXISTING** ENTERTAINMENT LICENSE? X NO _____ YES _____ TYPE OF ENTERTAINMENT

DAYS AND HOURS OF OUTDOOR TABLE SERVICE:

DAYS: Monday - Sunday HOURS: 11am - 10pm

DAYS: _____ HOURS: _____

DAYS: _____ HOURS: _____

NUMBER OF OUTDOOR TABLES AND SEATS: 15/80

NUMBER OF INDOOR SEATING DURING MONTHS OF OUTDOOR SERVICE: 65

LOCATION OF OUTDOOR TABLES AND SEATS: Webster Street Brookline Town Parking Lot

see attached plan

PROPOSED EXTENDED PREMISES MUST COMPLY WITH ALL STATE AND LOCAL COVID-19 REQUIREMENTS, INCLUDING THE COVID-19 ORDER NOS. 35 AND 50 OF GOVERNOR CHARLES D. BAKER, AS AMENDED, AND THE COMMONWEALTH'S "SAFETY STANDARDS AND CHECKLIST: RESTAURANTS". FOR MORE INFORMATION, SEE "TOWN OF BROOKLINE PHASE 1-4 REOPENING PACKET – RESTAURANTS", FOUND AT: https://www.brooklinema.gov/DocumentCenter/View/21901 .

PROPOSED EXTENDED PREMISES MUST COMPLY WITH ALL OTHER LEGAL REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO: ***THE TOWN OF BROOKLINE'S OUTDOOR DINING REGULATIONS AND GUIDELINES,*** *THE TOWN OF BROOKLINE'S PREPARED FOOD SALES REGULATIONS, THE TOWN OF BROOKLINE'S SALES OF ALCOHOLIC BEVERAGES REGULATIONS AND THE ABCC'S PATIO GUIDELINES, IF THERE WILL BE ALCOHOL SALES; AND THE LAWS GOVERNING ACCESS BY PEOPLE WITH DISABILITIES.*

The applicant may be fined or be subject to disciplinary action for any violations occurring on the premises. The applicant must obtain and maintain any and all other permits, licenses, authorizations, etc. to allow the expansion of the premises.

1) **What type of outdoor dining configuration are you proposing?** (See Outdoor Seating Configurations section of the Town of Brookline's Outdoor Dining Program Regulations and Guidelines effective April 1, 2021 for reference.)

   ☐ **Façade Seating**: Outdoor seating located on the sidewalk immediately adjacent to a building

   ☑ **Curbside Seating**: Outdoor seating located on the sidewalk along the curb

   ☐ **On-Street Seating**: Outdoor seating located in parking spaces in front of a restaurant storefront.
   - *Protective concrete jersey barriers required for on-street seating. Contact Todd Kirrane, Transportation Administrator, tkirrane@brooklinema.gov to request review of your location and installation of the jersey barriers.*

   ☐ **Combination Façade & Roadway Seating**

   ☐ **Combination Curbside & Roadway Seating**

2) **Are the outdoor seating areas proposed in this application currently included in your Common Victuallers and/or liquor license? (i.e. Did you have these outdoor seating areas pre-COVID?)**

   ☐ **Yes**

   ☑ **No**

   Licensees with pre-COVID outside seating: Describe additional seating area(s) not included under your pre-COVID Common Victuallers and/or liquor license. N/A

3) **Please check any of the outdoor seating elements proposed for your outdoor seating area (from April 1 – December 31, 2021):**

- [x] Propane heater (*Fire Department approval required*)
- [ ] Electric heater *(May require electrical permit through the Building Department)*
- [ ] Tent, canopy, or awning (Less than 120 sq.ft.)
- [ ] Tent, canopy, or awning (Greater than 120 sq.ft.) *(Building Department approval required)*
- [ ] Other – Please specify: _____
- [x] Outdoor lighting elements (e.g. string lights)
- [x] Planters
- [x] Umbrellas
- [x] Semi-permanent outdoor seating structure or protective barriers (*DPW and possibly Building Department approval required*)

4) **Required plans and documentation checklist:**

- [ ] **A description of the proposed plans and a diagram showing the street, sidewalk, or private property area to be used in relation to the restaurant, conforming to the requirements outlined in the Outdoor Dining Program Guidelines and Regulations (effective April 1, 2021) and detailing**:

  - Eye-level photos of the proposed location.
  - Points of access and egress.
  - How the seating area will meet PROWAG and MAAB accessibility compliance including a demonstration that tables will be PROWAG and MAAB accessible to those using wheelchairs.
  - Materials and design for walls separating the outdoor dining between the pedestrians and the outdoor dining area for those on the sidewalk.
  - Professionally designed plans showing proposed heights, dimensions, etc. for applicants seeking to build structures in on-street outdoor seating areas.
  - Size/type of tables, seats, service stations, and any other items proposed to be placed in the proposed premises extension, such as barriers, planters, fans and heaters; fencing or other barriers to separate patrons from high traffic areas including public sidewalks, if 6' separation is not possible.
  - Existing signs, streetlights, parking meters, street furniture and other items in the proposed extended premises.
  - Property line between Town and private property; and location of buildings in relation to property line, along the entire façade of the building.

☐ **For outdoor seating proposed on public property:**

- **License Agreement**
- **Certificate of Liability Insurance**: Restaurants with outdoor seating on public property must provide certificate of liability insurance naming the Town of Brookline as an additionally insured party in the amount of $500,000/$1 million providing coverage through December 31, 2021.
- **Certificate of Liquor Liability Insurance**: A certificate of liquor liability insurance in the amount required by Mass. Gen. Laws Ch. 138, s. 12 and Section B(7) of the Town's Sales of Alcoholic Beverages Regulations listing the Town as an additional insured, demonstrating coverage of the extended outdoor premises through December 31, 2021.
- **DPW Occupancy permit** for the installation of any permanent or semi-permanent item on public property
- **Emergency Notification Contact:** Restaurants must provide the Town with a valid and reliable email address to receive emergency notifications from the Town, such as snow removal, high wind advisory notifications, etc.

☐ **Proof of consent by third parties**: Restaurants with proposed outdoor seating on the private property of third parties must submit proof of consent by the third party to for such use, such as a lease or other agreement.

☐ **Fire Department** permit for any proposed propane heating lamps.

☐ **Building Department permit** for any tents exceeding 120 sq. ft., on-street structures with roofs, etc.

Any approval of this application may be exercised immediately upon filing of the Town's notice of approval with the Town clerk.

The applicant absolves the Town and its officials, officers, employees, agents and representatives (collectively, the "Town") from all liability in connection with the applicant's Town-permitted and licensed outdoor dining, the applicant's exercise and use of it, and any Town extensions of licensed premises. To the greatest extent permitted by law, the applicant agrees to defend, indemnify and hold harmless the Town of and from any and all claims, liabilities and actions for damages or other relief, whether sounding in contract, tort, or otherwise, on account of or in any way arising out of and/or relating to outdoor dining, including, but not limited to, incidents involving the Town's negligence. The duty to defend shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact at trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims not covered by this agreement.

APPLICANT SIGNATURE: DANIEL KERRIGAN Digitally signed by DANIEL KERRIGAN Date: 2021.04.20 12:46:28 -04'00' TITLE: Owner

NAME (PRINT): Daniel Kerrigan 24-HOUR PHONE (CELL): 6174489432

EMAIL ADDRESS: dan@prairiefirebrookline.com

Prairie Fire Webster Lot Outdoor Dining Proposal

Space: Outdoor dining in Brookline Webster Street Parking Lot
Seating Capacity: 15 tables totaling 80 seats
Operating Hours: 11am through 10pm Sunday through Saturday (7 days)

Location:
We propose utilizing approximately 55% of the Webster Street Parking Lot (6 parking spaces of 11 total) to create an outdoor dining and gathering space for the community. The lot has one handicap accessible space with a van/loading space. We are not requesting to utilize this space.

Points of Access and Egress:
Our plans include installing temporary wood fencing around the perimeter of the dining area that would enclose the dining space allowing us to direct all guests to enter and exit through a main entrance that will be monitored by a staff member. This single point of entry/exit, accessed through the Harvard Street Pedestrian entrance to the parking lot is PROWAG and MAAB compliant. Please see attached renderings for further detail.

Seating Area:
We will provide a variety of seating areas and styles. Each style will be PROWAG/MAAB compliant. Our main seating area will utilize traditional "Beer Garden" style tables and benches. These are best described as rectangular picnic table style seating however the benches are free standing and easily removed for wheelchair access. These tables will also accommodate a wheelchair at each end of the table without removing either side bench. On the grassy area near the entrance we plan to offer a more relaxed style of seating. Traditional Adirondack chairs or similar will be positioned in groups of three to four chairs. We anticipate guests utilizing these areas for a lighter snack and a beverage. These chairs are easily moved to create access by a guest in a wheelchair. There is also a stretch of grass along the back of the building that will hold standard dining height tables for two guests each with free standing chairs. Both of these grassy areas are wheelchair accessible.

Material/Design for walls & separation:
We will install prefabricated wooden fencing around the perimeter of the dining space. This fencing will create a visual block from the refuse containers behind Prairie Fire and Shaking Crab as well as create a physical barrier down the center of the parking lot. The fencing will be six feet in height to conform with the existing fencing around the far side of the lot.

Tables & Service Stations:
As previously noted, all seating areas will be fully accessible. There will be no "counter" or "bar" height furniture. All seating will be approximately 18" high and all dining tables will be approximately 30" high. We will utilize a wooden whiskey barrel at the entrance as a host stand. We will also scatter a few barrels around the open areas for guests to utilize as a standing waiting area while waiting for a table in order to keep groups sufficiently distanced. We will apply for the use of propane heaters and install at the guidance of the fire department.

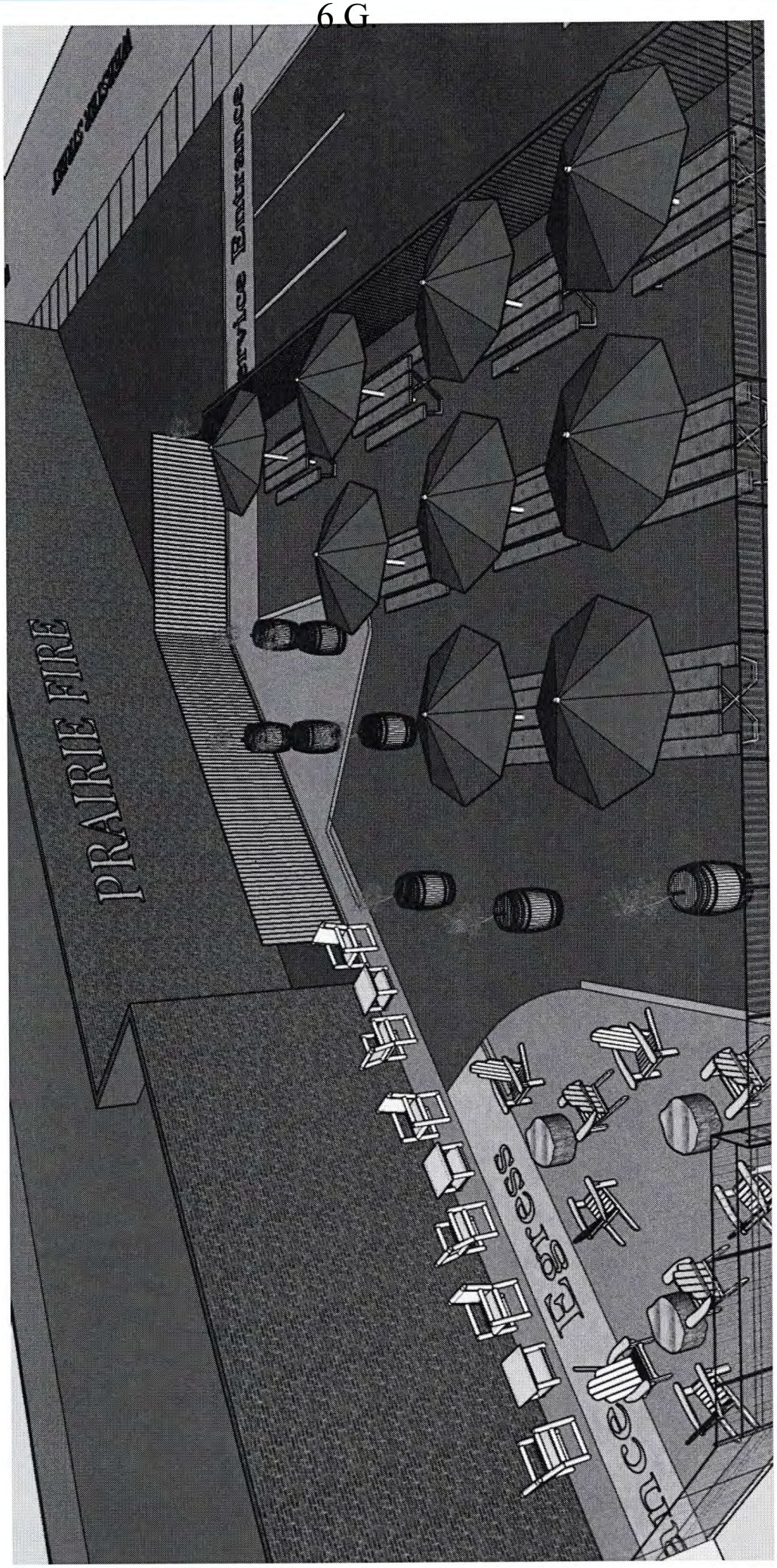
Concept:
An outdoor patio space with a theme of traditional New England seafood and outdoor summer dining aesthetics. We will treat this space as an extension of Prairie Fire, with the same level of technique and flavors expressed in our food, but focusing more on classic New England seafood tradition (i.e. lobster rolls, fried clams, oysters, shareable smoked fish boards, etc.). It will be a full service outdoor dining experience, with a draft/bottle beer list and single serving wines as well as bottles for purchase. Our intention is to create an outdoor space that is aligned with Prairie Fire but as a more casual "pop up summer concept".

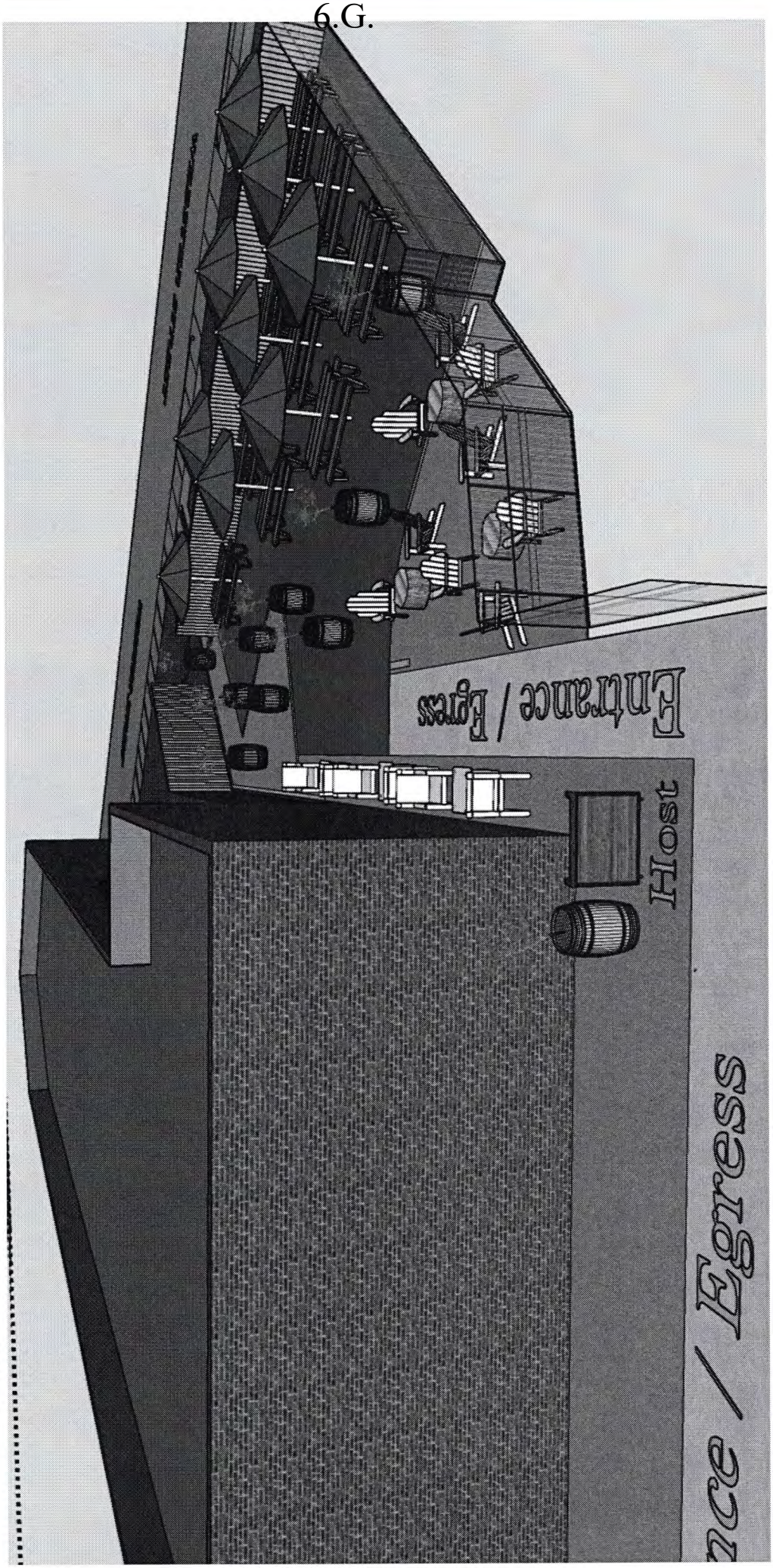
Neighborhood Inclusion:
Before planning to utilize this space we spoke directly with the ownership of our neighbor restaurants that have shown an interest in the Webster Lot during the period of Covid throughout the past year. We have received the full support of Shaking Crab and Michael's Deli, both of whom also have close access to the lot. They have both agreed to submit written approval and support of our plans should the town request it.

We have also discussed our plans with some key businesses in the Coolidge Corner neighborhood. We will invite other retailers to showcase their products or otherwise collaborate with us to enjoy this space. These businesses include Booksmith, The Coolidge Theatre and Allium Market. We are open to discussing ideas with other retailers or businesses should they come forward.

Maintenance:
Prairie Fire will contract with a local landscaping company to maintain the grass areas and tree debris surrounding the lot for the entire outdoor dining season. A Prairie Fire staff member will provide a full sweep of the lot at the beginning and end of each service period to avoid trash and food being left on the ground which would attract pests in the evening. We will utilize trash receptacles throughout the space with trash liners that will be disposed of in our restaurant dumpsters daily.

6.G.

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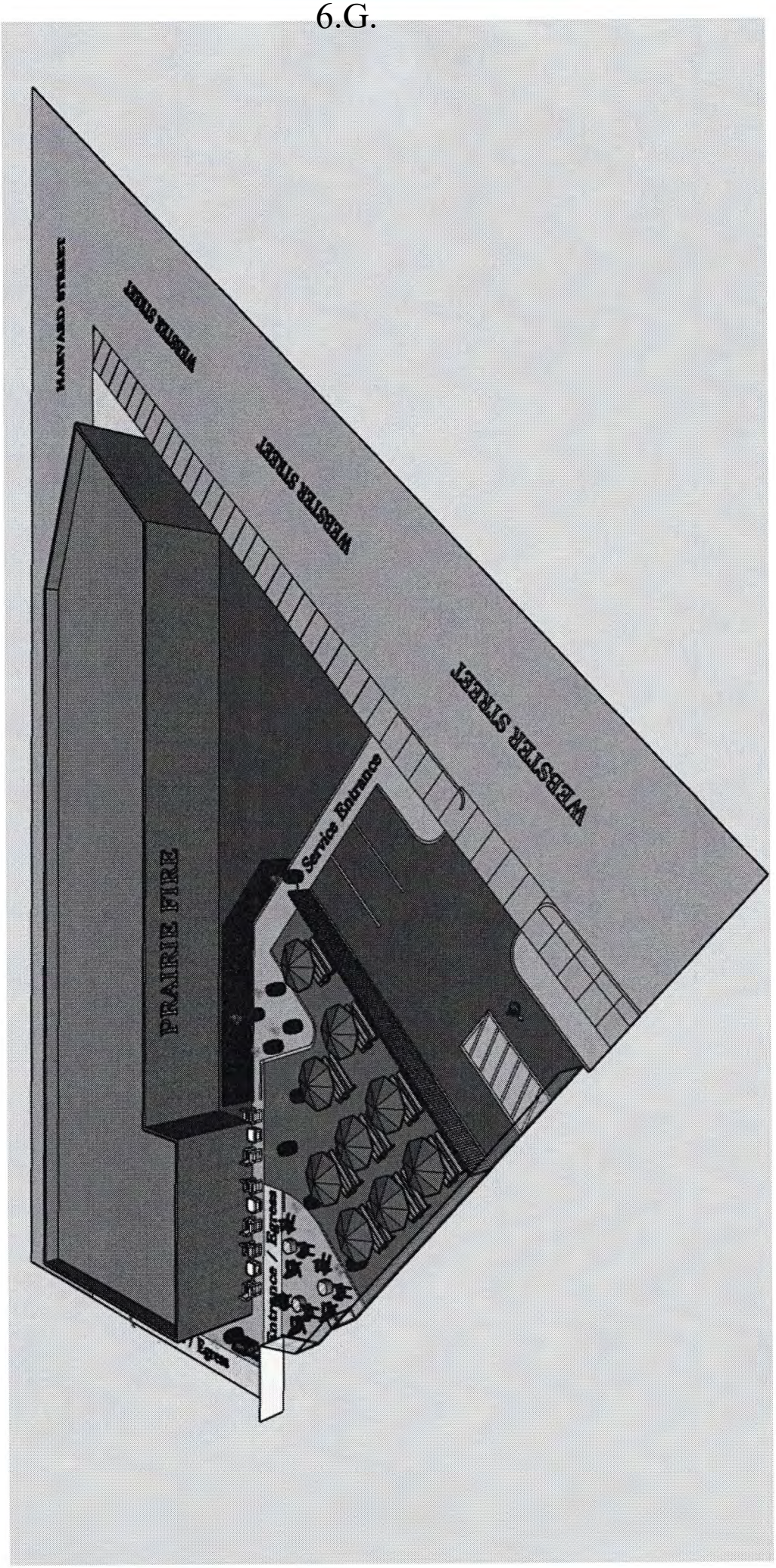
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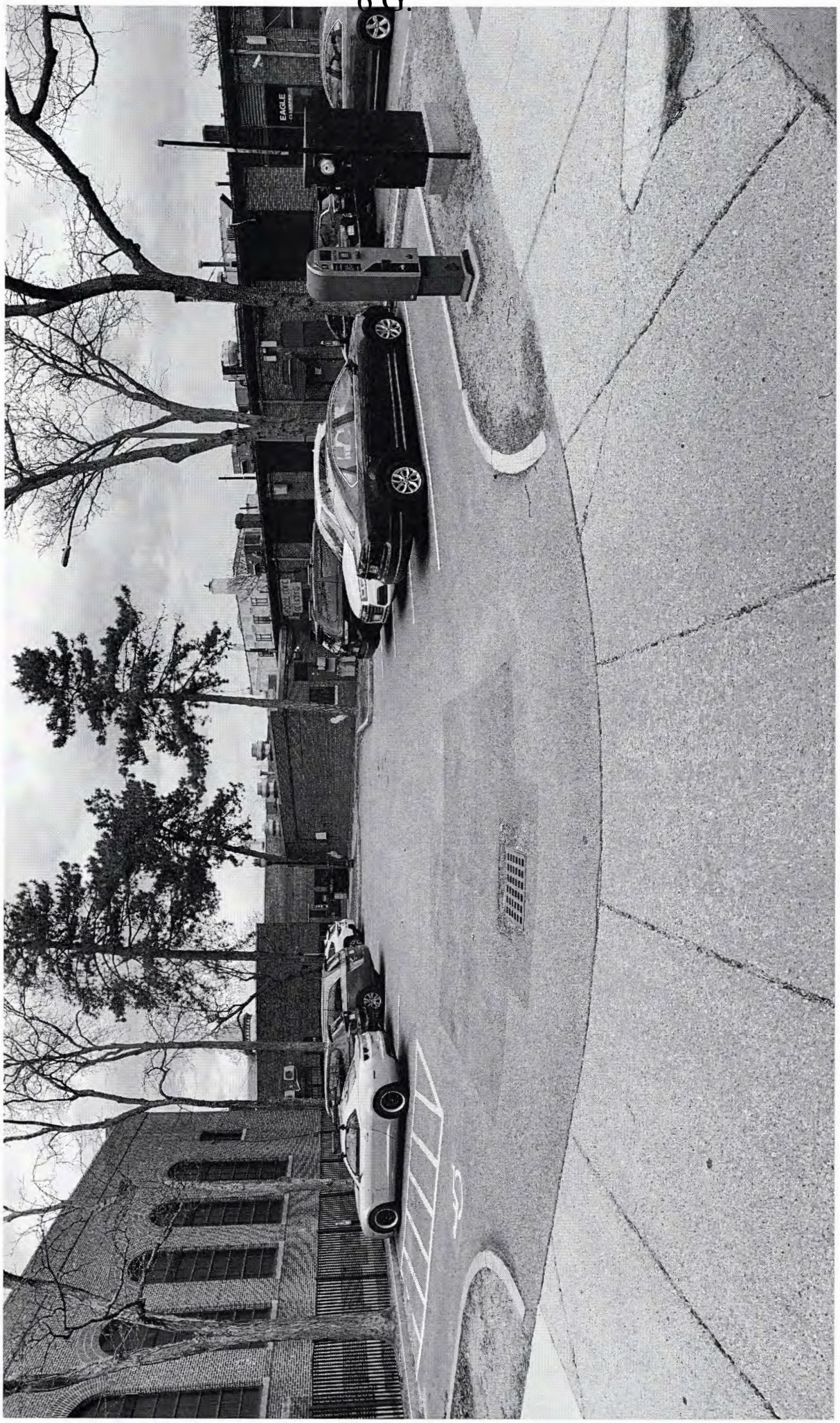
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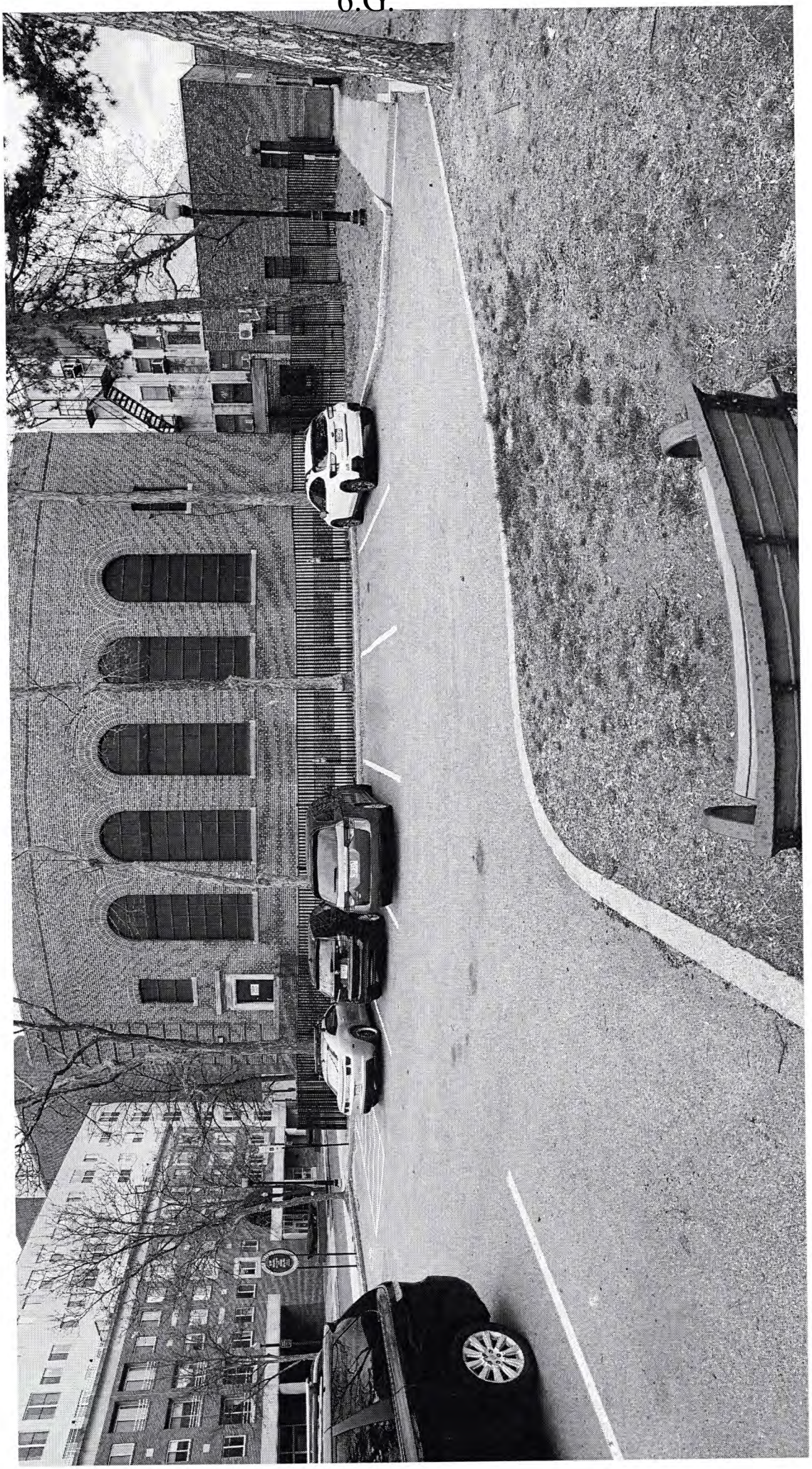

BROOKLINE POLICE DEPARTMENT

Brookline Massachusetts

MARK P. MORGAN
SUPERINTENDENT
ACTING CHIEF OF POLICE

May 21, 2021

To: Melvin Kleckner, Town Administrator

From: Mark P. Morgan, Acting Chief of Police

Subject: MOU / City of Boston Mayor's Office of Emergency Management and the Town of Brookline. FY21 UASI Award

The Brookline Police Department participates and works cooperatively with the Boston OEM to prevent, protect against, respond to, and recover from major emergencies.

Below is a breakdown of the funds that are directly allocated to Brookline:

Safety and Security: Brookline OEM Equipment abstract - $31, 500

Critical Infrastructure: Brookline Access Control System (Card Swipe) $26,500

Cybersecurity: Two Factor Authorization security application $60,000

Mass Notification System: Code Red $13,500 (Reverse 911)

Planning and Community Preparedness: Training – Brookline 22 US Open Training/Exercise $13,500

Brookline EM Buddies $55,000 System to help and assist elderly/ disabled people in case of extreme emergencies to assist in extracting them for their homes.

The total amount of these funds is $200,000.

Public Safety Building 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ❖ Facsimile (617) 730-8454

The Department of Homeland Security in injunction with Massachusetts Executive Office of Public Safety is required to use funds in the following critical priority areas:

- enhancing cybersecurity

- enhancing protection of soft targets and crowded places

- enhancing intelligence and information sharing

- addressing emerging threats

- combating domestic violent extremism

None of these funds are used for the purchase of any type of weapons and all uses are in line with Town policies.

We have been fortunate over the years to receive these funds to help and assist our community and its residents in case of major emergencies.

Thank you.

Mark P. Morgan
Superintendent
Acting Chief of Police

Public Safety Building 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ❖ Facsimile (617) 730-8454

UASI/CyberSecurity

Feng Yang <fyang@brooklinema.gov>
Thu 6/10/2021 10:22 AM

To: Mark Morgan <mmorgan@brooklinema.gov>
Cc: Scott Wilder <swilder@brooklinema.gov>

Chief Morgan,

I write in support of Brookline being a member of the UASI region.

In the past few years, UASI Cybersecurity Committee funded a couple of Brookline's cyber security initiatives which have been extremely helpful in the Town's cyber defense. The next round of grant applications has already been submitted and will provide additional cybersecurity defense tools that otherwise would be very expensive for the Town of our size.

In addition to grant funding, this regional approach provides us with direct access to federal cybersecurity and infrastructure agency's networks and resources, and the expertise that the UASI region is able to provide.

I find this collaboration on the cybersecurity front to be very constructive and extremely beneficial to the Town.

Feng

Ms. Feng Yang, Chief Information Officer (CIO)
Information Technology Department, Town of Brookline
11 Pierce Street Brookline, MA 02445 Tel: 617-730-2005
www.BrooklineMA.gov

Do your part. #BeCyberSmart. Stop. Think ... Click.

Memorandum of Agreement between the City of Boston Mayor's Office of Emergency Management and the Town of Brookline

This agreement, made as of this 1st day of July, 2021, by and between the City of Boston Mayor's Office of Emergency Management (hereinafter "Boston OEM"), acting by and through its Director, and the Town of Brookline, acting by and through its Town Manager, referred hereinafter collectively as "the Parties", witness,

Whereas, the Metro Boston Homeland Security Region (MBHSR) was created under the Urban Areas Security Initiative (UASI) of the Department of Homeland Security and administered by the Commonwealth of Massachusetts, Executive Office of Public Safety and Security; and

Whereas, the City of Boston, in accordance with the Department of Homeland Security UASI Program Requirements, is designated as the Fiduciary Agent of the MBHSR, and with this designation assumes the responsibility for the coordination of UASI funds for the MBHSR; and

Whereas, the Town of Brookline was selected, together with City of Boston, the City of Cambridge, the City of Chelsea, the City of Everett, the City of Quincy, the City of Revere, the City of Somerville, and the Town of Winthrop to comprise the MBHSR;

Now, therefore, the Parties hereto mutually agree as follows:

I. Scope of Services

The Boston OEM and the Town of Brookline will participate and work cooperatively within the MBHSR structure to implement the MBHSR Strategy (Attachment A) and increase regional capacity to prevent, protect against, respond to, and recover from major emergencies.

II. Term of Agreement

This agreement shall remain in effect from July 1, 2021 and will expire concurrently with the expiration of UASI FFY20, which ends June 30, 2023. Upon availability of additional funds or the expiration of this agreement subject to funding availability, whichever occurs first, both parties agree to execute an amendment pursuant to Section VI of this agreement to memorialize obligations as to the additional funds and/or as to new obligations that may occur in relation thereto.

III. Funding

Funding will be limited to One Million Dollars ($1,000,000). Amendments to Funding, to be made in accordance with Section VI of this Memorandum, will be made through amendment of this Memorandum.

Town of Brookline will take an active role in the annual Funding Allocation process, and all subsequent meetings on the allocation and reallocation of funds. In conjunction with this, the Town of Brookline will name an individual to be the Jurisdictional Point of Contact (JPOC) to work with the Boston OEM financial staff.

Town of Brookline will take an active role in the annual strategy and program reviews, and all subsequent meetings on the direction of Homeland Security initiatives.

Grant Funding Pass Thru Information:

Urban Area Security Initiative (UASI) CFDA 97.067

	Pass Thru Executive Office of Public Safety & Security Contract #	*Period of Availability*
UASI FFY18	BOSTONFFY18UASIXXXXX	1/1/2019 – 12/31/2021
UASI FFY19	BOSTONFFY19UASIXXXXX	1/1/2020 – 6/30/2022
UASI FFY20	BOSTONFFY20UASIXXXXX	1/1/2021 – 6/30/2023

IV. Fiscal Administration

A. Reimbursement of Costs

1. The following costs related to the MOA are eligible for reimbursement as long as they have obtained pre-approval from OEM and reimbursement requests are submitted within 30 days of payroll run, receipt of goods or completion of activity or event:

a) Overtime or Back-fill costs for Federal Emergency Management Agency (FEMA) approved trainings or exercises.

b) Costs related to meetings, exercises or trainings.

c) Procurement of FEMA approved equipment ONLY when procurement through OEM methods has been deemed unacceptable.

d) Costs deemed necessary by OEM to help the MBHSR to prevent, protect against, respond to, and recover from major emergencies

2. Reimbursement requests should have sufficient supporting documentation submitted to the appropriate OEM Regional Planner for

verification and submission to be processed by OEM unless otherwise directed.

3. All records must be maintained for future audits and the entity being reimbursed will be fiscally responsible for the results of any such Audit.

B. Eligible Costs

1. Pre-approval from OEM is required for all reimbursement requests.

2. For Overtime or Backfill requests, timesheets must be included with request as well as sign-in sheets (if not submitted by activity provider).

3. Maximum Limit: costs incurred up to $1,000,000 will be reimbursed that are in accordance with grant requirements and are conditional to availability of funding. (See Section III Funding) Any additional costs above the maximum limit will require an additional MOA or MOA amendment.

C. Additional Responsibilities

1.A-133 Audit reports must be submitted to the Federal Audit Clearinghouse (FAC) as required by 2 CFR §200.512.

2. At least once every two years, as required by 2 CRF § 200.313, site visits and spot inventories of equipment and/or services funded by OEM grants will be coordinated through the Jurisdictional Point of Contact (JPOC). Disposition of any equipment must be reported to OEM

3. All goods and services, once deemed acceptable, become the responsibility of the jurisdiction, including maintenance, storage and accountability.

4. The sub-recipient agrees to ensure and maintain adoption and implementation of NIMS. Homeland Security Grant Program sub-recipients must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery resources.

5. A non-inclusive list of policies that guide the expenditure of Homeland Security Grant funding within the Commonwealth of Massachusetts is set forth in Appendix A. All policies and guidance adopted by the Executive Office of Public Safety and Security Office of Grants and Research must be adhered to by all UASI funded expenditures made by MBHSR sub-recipients.

V. Termination of Agreement

This agreement may be terminated by either party by giving ninety (90) days prior written notice of termination to the other party and setting forth the effective termination date therein, not less than ninety (90) days after the date of such delivery or mailing of notice. This agreement may also be terminated by written agreement executed by both parties effective pursuant to the agreed upon termination date. If no date is stated within the executed written agreement made by both parties, this agreement shall terminate within 90 days of the executed agreement by both parties to terminate.

VI. Amendment of Agreement

This agreement may be amended from time to time hereafter only by a writing duly executed by the Parties hereto. All Parties to this Agreement must sign proposed amendments before the terms of the proposed amendment become effective.

VII. Government Immunity, Liability & Indemnification

Performance under this Agreement by the Parties, their agents, servants, and employees, shall be for public and governmental purposes, and all privileges and immunities from liability enjoyed by governmental units, their agents, servants and employees, shall extend to performance under this Agreement to the extent permitted by Massachusetts and Federal law; provided that, notwithstanding any provisions of law or charter to the contrary, neither the Town of Brookline nor the Boston OEM shall be exempt from liability for its obligations under this Agreement.

To the extent permitted by Massachusetts and Federal law, the Town of Brookline and Boston OEM agree to assume the defense of, and hold each other, their agents, servants, and employees, harmless from all suits and claims brought by third parties against them, or any of them, arising out of any act or omission by the Town of Brookline and/or the Boston OEM, their agents, servants or employees, under this Agreement. Each Party hereto shall inform the other of any such claim as soon as possible after receipt thereof, and each party shall be permitted to participate in the defense of any such claim, and no claim shall be settled or comprised without the written consent of the Chief Legal Counsel of the Town of Brookline and the Corporation Counsel of the City of Boston.

The above obligation to indemnify shall not apply to claims which allege intentional, willful, or malicious acts or omissions, by either Party, their agents, servants or employees, or if the act or omission which gave rise to the claim was not provided for, or contemplated, as within the scope of this Agreement.

The agents, servants or employees of the Parties, while engaged in performing any service, activity or undertaking contemplated under this Agreement, shall be deemed to be engaged in the service and employment of such unit, notwithstanding the fact that such service, activity or undertaking is being performed in or for another governmental unit.

XIII. Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns and the public body or bodies succeeding to the respective interests of the Town of Brookline and Boston OEM.

IX. Section Headings

The headings of the Sections set forth herein are for convenience of reference only and are not part of this Agreement and shall be disregarded in constituting or interpreting any of the provisions of this Agreement.

X. Execution of Counterparts

The provisions set forth herein constitute the full complete agreement between the Town of Brookline and Boston OEM and supersede any previous agreement between them. No other verbal or written agreement shall, in any way, vary or alter any provision of this agreement unless both parties execute an amendment pursuant to Section VI of this agreement. This Agreement may also be signed by the authorized signatory in counterparts, which together shall constitute one fully executed original.

XI. Signatories

In Witness Whereof, the Parties have caused this Agreement to be signed, sealed and delivered as of the day and year first written above.

City of Boston	Town of Brookline
Approved As To Form:	
By:_____ Name: Henry C. Luthin Title: Corporation Counsel	By:_____ Name: Mel Kleckner Title: Town Administrator
By:_____ Name: Shumeane Benford Title: Chief, Mayor's Office of Emergency Management	By:_____ Name: Mark Morgan Title: Acting Chief of Police
By: _____ Name: Maureen Joyce Title: City Auditor	

Memo of Agreement between the Boston Mayor's Office of Emergency Management and Town of Brookline

Appendix A

Commonwealth of Massachusetts Executive Office of Public Safety and Security (EOPSS) Grant Guidance and Policies

CBRNE Vehicle and Watercraft Procurement Guidance
Catering Costs Guidance
Dept of Fire Services PPE Strategy
Developing Project Justifications
DHS Authorized Equipment List (AEL)
Disposal and Sale of Equipment Guidance
Environmental Planning & Historical Preservation Screening Form
EOPSS Match Guidance
Federal Homeland Security Funded Training & Exercise Guidance
FP 108-023-1 Environmental Planning and Historic Preservation (EHP) Policy Guidance, August 2013
FP 108-024-4 Environmental Planning and historic Preservation (EHP) Policy Guidance, December 2013
GPD Maintenance Policy FP 205-402-125
Grantee Environmental Planning & Historical Preservation Picture Documentation Instructions
Information Bulletin #336 - Maintenance Costs
Inventory Tracking Guidance
Homeland Security Exercise and Evaluation Program (HSEEP) - April 2013
SAFECOM Guidance
Security Camera Guidance
Subrecipient Reimbursement Request Form
Subrecipient Reimbursement Request Instructions
Travel Expenses Guidance

All documents sited above can be found and are maintained by EOPSS at http://www.mass.gov/eopss/funding-and-training/homeland-sec/grants/hs-grant-guidance-and-policies.html

Urban Area Security Initiative (UASI) CFDA 97.067
Brookline, Town of – DUNS#07-6577014

Good morning,

I am reaching out for your support for an important Brookline initiative that is at risk of being terminated. On Tuesday night, June 15th, the Brookline Select Board is voting on whether or not to discontinue our participation in the UASI (Urban Areas Security Initiative) program. Without an active voice in support of keeping the UASI program, the Town risks losing millions of dollars in funding which has supported not just terrorist prevention, but all-hazards planning, security for houses of worship, emergency preparedness programs and equipment and the COVID – 19 response and recovery, to name just a few.

As I am sure you know, the UASI (Urban Area Security Initiative) program was started after 9/11 by the Department of Homeland Security to safeguard high density urban areas against terrorism. The Boston metro-area, including Brookline, was designated as one of the original high risk areas and since 2003, our community has worked in partnership with Boston, Cambridge, Quincy, Chelsea, Everett, Somerville, Winthrop and Revere to address not just terrorist threats but the unique multi-discipline planning, organization, equipment, training and exercise needs of urban areas facing a wide range of situations – from the pandemic to major events like the annual Boston Marathon and upcoming PGA, to local emergencies and mutual aid needs of our neighboring communities.

The UASI program is not solely a law enforcement resource. UASI funds have been used to support the Fire Department, the Town IT Department, Health Department, Department of Public Works, the School Department and many other Town departments and community organizations. The UASI program supports the identified needs of the Town's multi-agency, multi-disciplinary Emergency Management Team in responding to a variety of needs in Brookline. The UASI program has also supported many of Brookline's Houses of Worship with hundreds of thousands of dollars in funding to safeguard their institutions.

Below is an example of some of the equipment, training and programs that UASI funding has supported/provided for and what we risk losing if we withdraw from the program:

- The Emergency Operations Center (EOC) which is utilized to coordinate a multi-disciplinary response to local emergencies, weather events, natural/manmade disasters, pandemics. The Emergency Management Team utilized the EOC throughout the entire COVID-19 response and recovery and was critical to the coordination and centralization of efforts of many Town agencies.
- The CERT (Community Emergency Response Team) which consists of 250+ volunteers who come out to augment the Town's manpower during a variety of situations – from staffing the Food Pantry during the pandemic and working the COVID anti-body testing to assisting at the BHS Graduation and Juneteenth celebrations (jut this month alone) to running the reception centers at the Boston Marathon and warming centers for residents who are displaced from their homes from a fire or other emergency. The CERT program, through UASI, was able to secure equipment will enable the Town to open and operate emergency shelters. Much of CERTs equipment was deployed during the pandemic – including distributing the PPE, comfort care kits, baby care kits

and other supplies that were stored for sheltering events to local non-profit and service providers assisting the Town's most vulnerable residents.

- Interoperable police/fire radios and other equipment which is consistent throughout the region in the event of mutual aid events where first responders assist in other communities.
- Training and equipment for Houses of Worship – working with Congregational Kehillath Israel, the Brookline Police instructed the religious community on how to prevent, prepare for and respond in the event of an emergency or active threat in their house of worship.
- Numerous religious organizations were individually awarded funds from UASI for addressing the unique security concerns facing houses of worship.
- Isolated senior citizens in Brookline have been assisted by a UASI funded program developed in Brookline called the Preparedness Buddies. This program was critical during COVID to help keep seniors connected via electronic devices with their families.
- Mass notification system which is used to alert the community to important information. Used regularly during COVID to send critical messages.
- Technology and Equipment used and available for any department in the Town and for use assisting residents: shelter trailers with all necessary equipment, pet sheltering trailer, the Town's fiber network, variable message boards, fire safety equipment, comfort kits, pick-up truck, gators, generators, critical infrastructure monitoring system, and various technological equipment like laptops, satellite phones, etc.

Discontinuing the Town of Brookline's participation in the UASI program not only affects many Departments in Town who rely on the funding for supplies, equipment and technology as well as the regional support and collaboration, but will diminish the Town's ability to effectively serve our residents not just during critical events but every day. It will also mean our houses of worship will lose funding. This vote has an impact beyond just Brookline as well – it will affect the entire Boston Metro-Region.

Please contact the Brookline Select Board Chair Heather Hamilton at hhamilton@brooklinema.gov and urge her to vote in favor of the Town of Brookline's participation in the UASI program before Tuesday at 4pm.

POLICE COMMISSIONERS ADVISORY COMMITTEE

CHARGE

As voted by the Select Board on April 6, 2021

There is hereby established as a permanent standing committee of the Select Board a Police Commissioners Advisory Committee (hereinafter, the "Committee") to (1) advise and assist the Select Board members in providing effective civilian oversight of the Brookline Police Department (hereinafter, "Police Department" or the "Department") in their capacities as Police Commissioners under Massachusetts General Laws Chapter 41, §97 and Brookline Bylaws Section 3.1.2.A and (2) to serve as ombudspeople and public advocates on policing issues.

The purpose of the Committee shall be to assist the Select Board on an ongoing basis to improve policing services in Brookline and to foster a more inclusive, equitable, and effective Police Department and, in so doing, promote public trust and confidence in policing in Brookline. The Committee shall also function to support and encourage the Department and its officers and civilian employees in their provision of superior service to the community in alignment with the above purposes of the Committee.

The voting members of the Committee shall consist of five civilian residents of Brookline who collectively embody a breadth of lived and professional experience and expertise regarding policing and related issues. Voting members shall be appointed by the Select Board for staggered three-year terms. The Committee shall have a chair designated by the Select Board.

The voting members must demonstrate an ability to make critical, independent, and fair judgments on the policies and practices of the Department. Voting members shall neither be a current employee of the Town nor an immediate family member of a current Department employee. Membership shall have racial and economic diversity, including the perspectives of communities that have suffered from inequitable treatment by policing in America.

There shall be four Town staff representing, respectively, the Office of Diversity, Inclusion, and Community Relations (hereinafter, the "Diversity Office"), the Human Resources Department, Town Counsel, and the Police Department who shall be liaisons to the Committee. The Diversity Office shall coordinate Town staff in assisting the Committee. The liaison of the Police Department shall be the Chief of Police or the Superintendent of Police. To ensure that the Committee is aware of the concerns and issues of employees who are not in management of the Police Department, the Committee shall, on a regular basis, meet with rank and file officers, including representatives of the Brookline Police Union, and other department employees.

A quorum of the Committee shall be three voting members, but the Committee may act only by a vote of a majority of the five voting members of the Committee.

As soon as possible, the Committee shall adopt a written code of behavior and ethics for its members, subject to the approval of the Select Board, addressing issues including conflicts of

interest, gifts and favors, integrity and objectivity, self-examination and self-development, and transparency subject to confidentiality of information as required by law or otherwise appropriate.

To the extent practicable, the Committee shall meet at least monthly or more often as necessary to achieve its goals. A public comment period shall be on the agenda of every regular meeting.

The Committee's responsibilities shall include the following:

1. To study and scrutinize BPD policies, practices, and procedures including personnel and diversity-related funding and policies (including promotions), as well as the BPD Mission, Values, goals, and accomplishments including in the annual Financial Plan, working as appropriate with BPD's Accreditation Coordinator; to formulate and advocate for equitable and effective policing policies by the Select Board; to advise them on police-related warrant articles; and to be a forum for the public to share suggestions and concerns about police matters.

2. To comprehensively review the BPD Policies Manual with an equity lens, including consideration of an integration of the below changes into the Civilian Complaint process, followed by updating the Mission and Values and adding in all appropriate places explicit to help guide discretionary decisions in order to mitigate unconscious and explicit bias and disparate treatment and to encourage a welcoming atmosphere for diverse cultures and marginalized people.

3. To hold, at least twice a year, a well-publicized public hearing to present, scrutinize, and analyze the Police Department's midyear and annual data regarding use of force, civilian complaints, traffic/pedestrian stops, policy changes, any pertinent survey data, and any other matters deemed material. The hearings shall be recorded, and a transcript shall be made that shall be posted to the Committee's webpage.

4. To make recommendations to the Select Board on matters related to upcoming collective bargaining with the Police Union that impact fair and equitable policing and accountability. The foregoing is not intended to give the Committee or its members any special status in collective bargaining negotiations.

5. To (a) prepare the periodic assessment of the functioning of the police complaint procedures as required by the Civilian Complaint Policy (including, as appropriate, the interaction between police complaint policies and other Town complaint policies) (b) prepare reports of the aforementioned public hearings and (c) make any appropriate recommendations to the Select Board based on both at a Select Board meeting following the completion of the assessment and report.

6. The Committee and/or a designated employee (the "Liaison") of the Diversity Office (hereinafter, "Committee" shall include, where appropriate, such Liaison) shall play an active and ongoing role in monitoring and providing input into civilian and other complaint cases, including, without limitation, the following responsibilities:

i. Receive complaints directly from members of the public either via an email address monitored by the Liaison or in-person at the Diversity Office and promptly transmit them to the Police Department's Office of Professional Responsibility (hereinafter, the "OPR") and Select Board along with any observations or recommendations on issues including but not limited to the type of the complaint in accordance with the complaint procedure.
ii. The Liaison may assist the complainant to the extent the latter permits throughout the life of the complaint, including from intake to any appeal, as stated in the Civilian Complaint Policy. As a general rule, the Liaison shall be present at interviews, including with the officers involved, though not ask questions.
iii. Refer, as appropriate after consultation with the Human Resources Department, complaints to the Human Resources Department for review under the Town's Policy Against Discrimination, Sexual Harassment, and Retaliation.
iv. Institute, maintain, and review systems for informing the public about methods for submitting complaints about police officers' actions.
v. Institute and maintain a system to receive feedback from complainants; analyze such feedback; and report findings to the Select Board when appropriate.
vi. After the Police Chief's review and report, the Committee shall review the investigatory reports of the OPR on all complaints (civilian-initiated or otherwise) against police employees and any reports of the Liaison. The review shall include, but is not limited to, evaluations of the following items: the classification of the complaint, timeliness of the investigation, completeness of the investigation (including documentation of all relevant records), interview reports of any witnesses, and weighing of evidence.
vii. After such review, the Committee may (a) adopt the conclusions and findings of the report, (b) refer the report back to the OPR for further consideration of specific concerns; if the OPR disagrees with the cited concerns, the OPR and the Committee shall report their respective views to the Select Board, (c) in an allegation of serious misconduct (especially an allegation of a civil rights violation, corruption, excessive force, false arrest, or unlawful detention), the Committee should make a recommendation to the Select Board on whether the Select Board should retain an external investigator to supplement the OPR investigation; and/or (d) not adopt the report and report all the respective views of the OPR and the PCAC, including dissenting opinions, to the Select Board, including as to any possible appeal, as follows below:
viii. In the case of a civilian complaint, the Liaison shall explain to the complainant the appeal process and assist in the submission of an appeal to the Select Board pursuant to the Civilian Complaint Policy provided the complainant desires to appeal; if the complainant declines to appeal, the Committee shall submit to the Select Board the Committee's reasons for not adopting the report and the OPR shall submit its report to the Select Board. After the Committee submits all reports to the Select Board pursuant to the foregoing, the Chair of the Select Board shall review them and consult with the Town Administrator on what actions, if any, the Select Board can consider pursuant to the Civilian Complaint Policy and present any options to the Select Board in executive session, if permitted by the Open Meeting Law.

ix. In an appropriate case as stipulated in the Complaints Policy, a member of the Committee may serve as a mediator for a complainant and the employee or officer who is the subject of the complaint.

x. In the absence of a designated Liaison from the Diversity Office to assist complainants, the Committee shall establish a procedure by which each complaint will be received and reviewed by a single Committee member, who shall assist the complainant and not be involved in any further action on that complaint other than reporting their findings to the full Committee.

7. The Committee may receive and review complaints from employees of the Department who wish to report an issue outside of the chain of command. The Committee may refer, as appropriate after consultation with the Human Resources Department, such complaints to the Human Resources Department for review under the Town's Policy Against Discrimination, Sexual Harassment, and Retaliation.

8. The Committee shall work with the Police Department's Training Officer to review and understand the Police Department's training programs and, if necessary, consult with outside experts, for the purpose of making recommendations to the Select Board to improve and make more effective the training of police officers.

9. Members of the Committee, with the approval of the Town Administrator, may attend (i) training sessions for police officers that are relevant to the Committee's work in order to better understand the training, provided that civilians are permitted to attend, and (ii) training sessions that prepare Committee members for the work of the Committee. The Department's Training Officer shall keep the Committee informed of upcoming training sessions.

10. The Committee shall conduct periodic interviews and/or surveys that may be confidential of officers and civilian employees of the Police Department or members of the public who volunteer to describe their experiences and offer suggestions for improving the Police Department. Such research shall include feedback forms on positive or negative interactions with Brookline police personnel. The Committee shall include in its reports to the Select Board any recommendations based on such research.

11. The Committee shall annually review its work over the past year and report to the Select Board on such review, which report shall include any recommended changes, additions, or deletions to this Charge.

b

EXPLANATION

The Final Report of President Obama's Task Force on 21st Century Policing notes that "Some form of civilian oversight of law enforcement is important in order to strengthen trust with the community. Every community should define the appropriate form and structure of civilian oversight to meet the needs of that community" (26). Under Massachusetts General Laws Chapter 41, §97, the Select Board is empowered to "make suitable regulations governing the police department and the officers thereof." Brookline General Bylaw Section 3.1.2.A has formalized the Select Board's civilian oversight role by giving members the title "Police Commissioners." In principle, Brookline has a very strong version of civilian oversight: five directly elected civilians in the Select Board have broad powers, including the final authority to hire, fire, promote, and suspend police personnel and implement police policies. In practice, however, the Select Board has seldom exercised the full range of its civilian oversight powers with myriad other responsibilities competing for its attention.

To strengthen the Select Board members in carrying out their responsibilities as Police Commissioners in providing effective civilian oversight over the Police Department, and to formulate the best possible policies to mitigate racism, classism, and other forms of bias in policing, we recommend a standing committee of civilians tasked with providing ongoing monitoring and input into police policies, acting as liaison between the public and the police, and providing independent review of internal complaints investigations. This group would be called the Police Commissioners Advisory Committee (PCAC). The PCAC combines a reactive "review" model of civilian oversight (monitoring complaints of police misconduct) with a proactive "auditing" of police policies and procedures.

The current civilian complaints process engages with the Select Board in three ways. First, the Select Board is the body which hears and reviews, *de novo,* those complaints that civilians or officers appeal for further consideration once presented to them by the Town Administrator. Second, the Select Board with consultation of the Police Chief appoints two civilians to perform a biennial assessment of the complaints process. Third, the Select Board is tasked with ensuring the creation of a plan to educate the public about the civilian complaints process.

In each of these roles, the Select Board's performance would be enhanced by the creation of the PCAC. The Select Board has not always heard appeals that were filed, as noted by the 2017 review of the complaints policy; the investigation of one complaint was appealed by both the civilian and the officer involved, but the Select Board did not schedule a hearing on either appeals. The biennial assessment of the complaints process has only happened twice since 2009. The 2017 review was presented to the Select Board on June 4, 2019 and accepted by the Select Board on October 15, 2019 but the recommendations to revise the Complaint Policy were never voted by the Select Board. Regarding public education, it is not clear what actions the Select Board has taken to carry out public education on the complaints process, though the 2017 report mentions some ways to improve this process. The PCAC members could assist the busy Select Board in carrying out these responsibilities – as well as reviewing police practices more generally – in the same way that various other advisory boards assist and report to the Select Board (e.g. the Housing Advisory Board, Economic Development Advisory Board, and Building Commission). While the Select Board maintains formal policymaking authority, it tends to defer to its dedicated appointees.

Moreover, the PCAC would provide an additional layer of scrutiny to the internal investigations of complaints, providing a "check and balance" on the complaint process. The PCAC would be empowered to review all internal investigations *while they are live* (unlike some other communities, where civilian oversight boards only access the internal investigations after those investigations have been closed). If a majority of PCAC members find an investigation to be deficient, it can refer the complaint back to the IAO for further work; if that is insufficient, the PCAC can recommend that the Select Board take additional action to resolve the complaint, such as hiring an external investigator. The PCAC is also charged with referring suitable complaints to the Human Resources Department for investigation under its Harassment, Discrimination, and Retaliation complaint policy, though how these processes interface with one another is ambiguous and requires some sorting out by the PCAC and Departments.

This proposal does not, however, displace the investigation of police complaints from the Police Department by shifting investigations to an external agency. There are two immediate reasons for this. First, Town Counsel advised us that moving the investigation of complaints outside the Police Department would require collective bargaining with the Police Union – it would remove work from the bargaining unit and might constitute a substantial change in working conditions for police employees. As a result, such a change can only be implemented when the Police Union contract is renegotiated. Second, the relatively low volume of complaints (2 in 2020, 8 in 2019, 2 in 2018, and 2 in 2017) makes it difficult to justify the expense of hiring an external investigator, as civil rights attorney Howard Friedman told us. There are also some substantive reasons for keeping this function in the Police Department. Some scholars, such as Northeastern University Professor Jack McDevitt in his discussion with us, suggest that eliminating the adjudication of complaints from the Police Department hinders accountability by letting the Department off the hook for correcting misconduct. "Without responsibility to adjudicate wrongdoing and impose discipline, … senior executives in the law enforcement agency cannot be held personally accountable for dealing with police misconduct..."

Importantly, the PCAC's responsibilities are not limited to reactively monitoring complaints. The group would also, on an ongoing basis, review and audit the formal and informal police department policies and practices and recommend changes to those policies for the Select Board (as Police Commissioners) to implement; assist the Select Board in determining collective bargaining priorities with the Police Union (including, as desired, replacing the investigation of police complaints with an external investigator); hold regular public hearings to hear from the public about police issues and to present information about stops, arrests, complaints, and other data pertinent to the Police Department; study police training practices; and interview Police Department employees to hear about their concerns and suggestions for improvement. To effectively carry out these functions, the PCAC would be assisted by non-voting representatives from Town Counsel, Office of Diversity, Inclusion, and Community Relations Human Resources Department, and the Police Department.

The PCAC attempts to achieve civilian oversight that is tailored to Brookline by leveraging its strong tradition of volunteerism to make its Town structure work effectively. The Select Board has ample legal authority to oversee the Police Department, but it lacks the skills, expertise, and dedication of volunteers that would give life to those powers.

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Sun 5/16/2021 7:22 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the open Board/Commission positions . We welcome your application and will respond to you quickly.

Name	Sandra Pelkie
Address	[redacted].
Home Phone	[redacted]
Work Phone	*Field not completed.*
Email	[redacted]
Application for specific Board/Commission?	Police commission
What type of experience can you offer this Board/Commission?	I've been in politics for 30 years. I've served as the chairman of the Board of health, chairman of the youth commission, chair of the senior commission, work very close with the police and government during and after 911
What type of issue would you like to see this Board/Commission address?	I have many ideas but I need to know more about Brookline police how they work ,issues, community, school, handling mentally challenge suspects...etc
Are you involved in any other Town activities?	Yes
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	*Field not completed.*

Email not displaying correctly? View it in your browser.

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Wed 5/26/2021 10:53 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the open Board/Commission positions . We welcome your application and will respond to you quickly.

Name	Jean Senat Fleury
Address	[redacted]
Home Phone	[redacted]
Work Phone	[redacted]
Email	[redacted]
Application for specific Board/Commission?	Police Commissioners Advisory Committee (PCAC)
What type of experience can you offer this Board/Commission?	My expertise as a training expert at the school of police in Haiti, a long time investigate judge in Haiti
What type of issue would you like to see this Board/Commission address?	Accountability and Transparency - Excessive use of Force - Inadequate Training
Are you involved in any other Town activities?	TMM15
Do you have time constraints that would limit your ability to attend one to two meetings a month?	NO
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	CV JSF.docx

Email not displaying correctly? View it in your browser.

Jean Sénat Fleury

[redacted]

Website: jsf-author.com

Last name: Sénat Fleury

First name: Jean

Birthday: 09/10/1962

Place: Saint-Marc, Haiti

Primary and Secondary School

- École Frère Hervé (Saint-Marc)

Higher Education

- Law Degree – School of Law in Port-au-Prince, (Haiti), (1984–1988)
- Graduate at the School of Magistrate of Paris and Bordeaux, (France), 1995 – 1996
- PRE-MBA/Northeastern University, (Boston), (2007–2008)
- Paralegal/ Northeastern University (Boston) (2009)
- Political Sciences/Suffolk University, (Boston), (2011–2013)
- Public Administration/Suffolk University, (Boston), (2011–2013)

Experience

- Investigate Judge in Haiti (1987–2004)
- Training Advisor at the Academy of Police in Port-au-Prince (Haiti)
- Director of Studies at the School of Magistrate in Port-au-Prince, (Haiti), (2001–2004)
- Professor of Law in Haiti (1997–2002)
- French Teacher (1988–2000)
- Director Art-For-Change (Non Profit) in Massachusetts
- TMM15

Actual Occupation

Professional writer

10.B.

Select Board Committee on Policing Reforms[1]
Summary of Recommendations for the Select Board Public Hearing

A B S T R A C T:

The Select Board Committee on Policing Reforms and a parallel Task Force to Reimagine Policing grew out of the period of intense ferment in the country as a result of recurring incidents of police misconduct against people of color in cities across the nation. This ferment reached a crescendo on May 25, 2020 when a Minneapolis police officer kneeled on the neck of George Floyd, a Black man, for nearly ten minutes, killing him. That incident and numerous others before and after it precipitated a reckoning on racial injustice in the United States. As a result many local, state, and federal bodies introduced proposals to address policing and police misconduct. In Massachusetts, legislation to reform policing was signed by Governor Baker on December 31, 2020: "An Act Relative to Justice, Equity, and Accountability in Law Enforcement in the Commonwealth," Chapter 253 of the Acts of 2020. In Brookline the work of this Committee and the Task Force will be submitting locally relevant proposals for consideration by the Select Board.

This Committee organized its work into five Subcommittees. Each Subcommittee addressed specific issues with the goal of improving the delivery of services provided by the Brookline Police Department in their

[1] MAKEUP OF THE COMMITTEE. The Committee was intentionally organized to include racial and gender diversity, a diversity of life and professional experiences, and a diversity of viewpoints. Such diversity results in the creative tension that increases the potential for success of any undertaking.

Members include: individuals who have had negative experiences with police and a member of the police department, individuals who are deeply involved in Democratic politics and in local Republican politics, individuals who are ardently secular and who are from faith institutions that inform their approach to policing reform, individuals with technical and research skills and understandings, including current academic research in policing, and individuals with a range of professional expertise, including a lawyer who has litigated civil rights cases against the police and a retired judge who presided over such cases, lawyers long involved in social justice litigation and client services, and a former Commissioner of the State Department of Mental Health.

The Committee started without agreement on key issues of our Charge and does not have unanimous agreement at the end. But the creative tension mentioned above has enabled us to produce a report with important and implementable recommendations to improve policing in Brookline.

traditional policing functions and in the non-traditional roles and responsibilities they have been asked to take on for a variety of reasons. The Subcommittees have also identified some functions performed by the police that can safely and effectively be transferred to non-police bodies. The Accountability Subcommittee has proposed to the Select Board a Police Commissioner Advisory Committee (PCAC). The PCAC will enhance the powers of Select Board members in their roles as Police Commissioners and strengthen civilian oversight of the BPD in a manner that is appropriate to the Brookline reality.

* * *

Public comment is requested on the following reforms that the Committee has implemented or is requesting the SB to vote approval. In addition, the Committee has identified many recommendations to the police department and other Town departments to consider for improvements that are listed in the slides presented to the Select Board at its March 2 Meeting. The Subcommittee on Civil Rights, Militarization, and Mass Events has also responded to questions presented by community members and will also respond to additional questions received

Implemented Reforms to be Acknowledged and Endorsed by the Select Board

1. Chokehold ban (was voted by the Select Board at a public hearing and implemented by the BPD)
2. Improvement to accessibility of online civilian complaint form
3. Creation of Draft Brookline Police Civilian Feedback Form for police interactions
4. Revised oath of office to include upholding the Constitution of the United States
5. Homelessness Task Force

Major Reforms to be Presented to the Select Board with Summary Background Information for a Vote

1. To establish a Police Commissioner Advisory Committee to assist the Select Board, in their role as Police Commissioners, to provide effective civilian oversight of the police department (see summary below)
2. To request the Town Administrator budget new staff positions and initiatives recommended by the Committee in his fiscal year 2022, 2023, or 2024 budget, as appropriate -
    a. Town funding for a part-time person in Department of Health and Human Services (DHHS) to assist with services to the homeless population
    b. Town funding for the Office of Diversity, Inclusion, and Community Relations for a Liaison to assist complainants under the civilian complaint policy and provide staff support to the PCAC.
    c. Town funding for the existing full-time social worker in the police department when their grant funding ends
    d. Town funding for an additional full-time social worker to sit in either the Department of Health and Human Services or the Brookline Police Department to support police responses to mental health and substance use calls, provide follow up services to such calls, and assist the current police department social worker
    e. Town funding for a full-time or part-time data input person and/or data analyst, as determined to be necessary by the police chief, to ensure efficient input and distribution of data on police activities such as traffic stops, field interrogations, and arrests
    f. Town funding for a benchmark study to enable the PCAC to assess the extent of disparate treatment of people of color in vehicle stops in order to facilitate changes to reduce that disparity
3. To request the Human Resources Department study BPD officer compensation and education incentives relative to peer communities

and evaluate whether current policies are a barrier to retaining highly qualified and diverse personnel.

4. To request that the Town Administrator begin immediate discussions with Acting Police Chief Mark Morgan whether to recommend to the Select Board the appointment of Chief Morgan as interim chief in order to provide additional stability in the Police Department
5. To instruct the Police Chief to begin to back-fill existing and created vacancies at the Superintendent, Deputy Superintendent, Lieutenant, and Sergeant positions to ensure the efficient operations of the Department, promote retention, and encourage greater gender and racial diversity in supervisory positions.
6. To request the Town Administrator to (1) weigh the merits of leaving Civil Service including discussions with police and fire unions and (2) if warranted, begin the process of leaving civil service
7. To recommend to the Housing Authority Commissioners the continuation the Walk and Talk program in the Brookline Housing Authority and to the School Committee the continuation of the School Resource Officers in the Brookline Public Schools with additional requirements proposed by the Community Outreach, Youth, and Non-Traditional Roles Subcommittee
8. To approve the continuance of the work of the Committee to -
    a. Complete the revision of the civilian complaint policy
    b. Complete the review and analysis of the survey of police department sworn and civilian employees and report to the Select Board
    c. To follow up with respondents to the survey of Brookline Housing Authority residents and with the Teen Center to capture more input from youth and families, particularly people of color, on the Walk and Talk program and general attitudes toward and experiences with the Brookline Police Department

<u>Discuss Possible Joint Recommendations with the Task Force</u>

Representatives from the Committee and the Task Force to Reimagine Policing will meet to identify areas where our proposals are aligned and where we can present unified recommendations to the Select Board

Explanations

PCAC

Central to the proposals of the Policing Reform Committee is the Police Commissioners Advisory Committee (PCAC). The Accountability Subcommittee recognized that the civilian Select Board has significant powers as Police Commissioners under state law -- including the power to implement police policies, to hire, suspend, demote, fire for just cause police employees, and hold disciplinary hearings with subpoena power. However, the Select Board is constrained by myriad issues vying for its attention and limited resources. The PCAC would assist Select Board members in providing an effective additional layer of civilian oversight of the Brookline Police Department (BPD) and to serve as ombudspeople and public advocates on policing issues. Professor McDevitt endorses the recommendation and not an independent citizen review board as the appropriate structure for Brookline.

In addition to the Brookline PCAC, the Peace Officers Standards and Training (POST) Commission, a new independent state agency, established by the police reform bill signed into law on December 30, 2020 would have broad powers to oversee and investigate police complaints and sanction officers who commit egregious acts of misconduct from suspension to decertification.

The Select Board will appoint the five voting members of the PCAC who must be residents with lived and professional expertise in policing and related issues. Members must be committed to assisting the Select Board and the BPD to ensure fair and equitable policing in Brookline and, in so doing, promote public trust and confidence in policing.

The voting members must demonstrate an ability to make critical, independent, and fair judgments on the policies and practices of the BPD. Voting members shall neither be a current employee of the Town nor an immediate family member of a current BPD employee. Membership is expected to have racial and economic diversity, including the perspectives of communities that have suffered from inequitable treatment by policing in America.

There will also be five non-voting members. Four non-voting members shall be Town staff representing, respectively, the Office of Diversity, Inclusion, and Community Relations, the Human Resources Department, Town Counsel, and the Police Department. There shall also be a non-voting member designated by the Brookline Police Union. The Diversity Office shall coordinate Town staff in assisting the Committee.

Responsibilities include (but are not limited to) the following:

- Determining extent and cause of racial and other disparities in vehicle stops using a reliable benchmark and improved data from BPD
- Reviewing the Police Manual on an ongoing basis and developing and advocating for equitable policing policies for the Select Board to implement.
- To review calls/activity being performed by the Police Department that may be better served by more appropriate Town agencies, such as abandoned bikes, leaf blower enforcement, snow removal violations, etc., and file warrant articles, if necessary, in the fall Town Meeting, including funding for such shifted work.
- Advising the Select Board on priorities for upcoming bargaining with the Brookline Police Union that relate to fair and equitable policing.
- Reviewing internal investigations of civilian complaints for patterns indicative of policy issues; correcting deficiencies in internal investigations; helping complainants appeal to the Select Board as necessary; and advising the Select Board of the need for external investigations into complaints.
- Holding regular public hearings to review BPD annual reports and receive input from the public.

The Committee's responsibilities are described in detail in the proposed Charge. Further explanation for the proposed PCAC can be found in the Explanation section of the PCAC's Charge. [link]

Task Force to Reimagine Policing in Brookline

Executive Summary

February 26, 2021

Abstract

Last summer, Americans filled the streets in cities across the country to protest police violence against African-Americans. The protests raised the question in communities everywhere, including in Brookline: does our police department treat all citizens equally, regardless of their race or ethnicity? And if not, how can we fix it?

Since the summer, and in line with the commitments made when we raised a Black Lives Matter banner outside Town Hall, the Task Force to Reimagine Policing in Brookline has sought answers to these questions. We have found both positive news – that overall the public is satisfied with the police – and alarming news – that Black and Latinx residents of Brookline feel discriminated against and fear being victims of police brutality at levels far higher than white residents.

Through our research, this Task Force has found disturbing patterns in traffic stops, wherein nonwhite motorists are not only disproportionately likely to be stopped but disproportionately likely to be ticketed when they are stopped.

Through our research, the Task Force has found that the Brookline Police is a constant presence in spaces in town where racial minorities are present. Without any public process, the Police Department and School Department agreed to have an armed School Resource Officer (SRO) stationed in Brookline High School. Without any public process or requirement by law, the Walk and Talk unit patrols Brookline's public housing and charges the Brookline Housing Authority for doing so.

Through our research, the Task Force is making several recommendations. Our community needs social services, but it needs them from trained social service professionals, not from police officers. We recommend closing down the SRO and Walk and Talk programs and creating a new social service department.

Where police are needed, we recommend greater oversight, transparency, and accountability. This proposal is grounded in our survey which shows that a super-majority (77%) of Brookline residents believe the Town should have a civilian oversight board with investigative powers.

Background

There is a disturbing history of policing in America. From the days of slave patrols until today, policing has been used to exert control over people of color, immigrants and poor people. This history has been well-chronicled and is critical to understanding the need for reimagining. As a primer, we encourage you to read the New Yorker piece, The Invention of Police.

More proximally, our Task Force was constituted as a direct result of the righteous multiracial, multigenerational uprising demanding greater oversight and accountability of police. This uprising followed the killings by police of George Floyd, Breonna Taylor and so many other Black, Latinx and Indigenous people.

Those who have studied inequities in policing understand how even the best-intentioned reforms decade after decade have failed to make policing safe, just and equitable, especially for communities of color. The bottom line is that police reform has failed communities of color and therefore society as a whole. Reform alone has only a marginal impact, at best.

The current need for reimagining is not solely about what happened many years ago or a thousand miles away in Minneapolis or Louisville or Ferguson. This work necessarily focuses on policing right here in Brookline. It is also in response to the many disrciminaton complaints in Brookline – those that have been formally filed and the many more that have been shared in other ways – including by two of Brookline's own, now former, Black police officers.

We understand that there are many people in this community who have only had good experiences with the Brookline Police Department, but, as one insightful commenter said at one of our public hearings, "Your good experience does not cancel out someone else's bad experience."

There is a certain human tendency to believe that something is not a problem because it has not been a problem for us. The eleven members of our Task Force do believe inequitable policing is a problem in Brookline, and we are not alone.

We are joined by Brookline's Anyaosah family, whose daily peaceful protests along Route 9 brought hundreds of residents to join them and then hundreds more at protests across from the Brookline Police Department.

We are joined by Brookline's Lexi Harriman, hundreds of BHS students, and thousands of residents and neighbors who took to the streets, peacefully, to share their stories of local issues with policing – right here in Brookline – demanding justice and accountability.

For anyone who attended these events and others like the Humanize Black Voices event led by young people on Cypress Field, the evidence is clear – yes, there is a problem here.

In June 2020, Brookline's Select Board in the midst of public outcry made a symbolic gesture, shifting $166,000 in police overtime to other purposes related to social services. Soon after, Town Meeting rejected more substantive cuts to the police budget, with many citing the need to know more about how those funds could better be spent.

Select Board Member Raul Fernandez had, prior to the Select Board and Town Meeting votes, proposed a reimagining of policing and public safety more broadly. One that would explore, propose, and recommend investing in alternatives to policing, where appropriate.

There were several key tenets embedded in that proposal:

First, that a community holds the power to determine its own approach to community safety, which includes determining if and how police should be part of that approach.

Second, that there are members of our community and those in our neighboring communities for which Brookline's current model is simply not working. That is unacceptable.

Third, that police need to be held to the highest standards and we need clear accountability measures for what happens when officers fail to live up to those standards.

And finally, that this moment is an opportunity to rethink our relationship with police, yes, but also to reconsider how we invest in the long-term wellbeing of residents and neighbors.

Select Board Member Fernandez first shared that proposal publicly on June 3rd. After a contentious Town Meeting season and weeks of debate on the Select Board, the proposal for a Task Force to Reimagine Policing in Brookline, after first being rejected by the Select Board in its current form, later passed unanimously on July 21st.

The Select Board decided to create two bodies that night – a committee focused on reform, chaired by Select Board Chair Bernard Greene, and a task force focused on reimagining our approach to public safety, chaired by Select Board Member Fernandez.

Task Force Charge

The Task Force to Reimagine Policing in Brookline was charged to explore and recommend new approaches to public safety and policing in Brookline, utilizing a data-informed approach to interrogate our current model and provide a distinctly alternative approach to public safety.

The eleven members of the group exceeded the criteria for diversity as outlined in the charge, that at least half would be people from communities disproportionately impacted by policing.

There were six members of color including one Latinx, two Asian, and three Black members, as well as five women, and one transgender member. Immigrants and one Brookline Housing Authority resident were included among our members. As a group, we represented a wide variety of ages, identities, and experiences.

More information on the charge and members can be found in the appendix of the full report.

Process

The Task Force held weekly meetings for six months, from August 28, 2020 to February 26, 2021. These meetings were all publicly noticed and held through Zoom due to the ongoing pandemic and live streamed by Brookline Interactive Group. Recordings of these meetings and our subcommittee meetings are available on our page on the Brookline website.

We arranged ourselves into five subcommittees, including:

- Envisioning / Community Engagement
- Departmental Analysis
- School Resource Officers
- Walk & Talk Unit
- Vulnerable People & People in Crisis

More information on the work of these subcommittees is available in the full report.

We sought community feedback and expert input in a number of ways. One was through a survey in partnership with Tufts University through which we sent invites to 25,000 Brookline residents and received 1,343 responses. We also held seven public hearings where we heard from scores of residents and received comments through email from many more. Task Force members also held numerous conversations with residents, content experts, elected officials, members of the police department, and other key stakeholders.

More details on our approach to community engagement is available in the Envisioning / Community Engagement subcommittee report as well as other subcommittee reports. Also included is the raw survey data as well as our full methodology, findings, and conclusions.

Survey Findings

1. Brookliners generally have positive views of the police force. That said, Black and Latinx residents have had more negative experiences with the Brookline Police and would feel less comfortable than whites and Asians in calling the police if they needed help.

2. Compared to white residents, Black residents are *forty-eight times* more likely to feel discriminated against by police on the basis of race.

3. Respondents across racial groups perceive discrimination on the part of the Brookline Police department against Black and Latinx residents.

4. The majority of Brookline residents do not believe the department effectively holds its officers accountable.

5. There is widespread support for the Town utilizing social service workers rather than the police in scenarios where the risk of physical conflict is low.

6. A super-majority of Brookline residents (over three-quarters) believe the town should have a civilian oversight board with investigative powers.

7. Brookline residents overwhelmingly favor increasing police oversight, transparency, and accountability, while limiting their scope of duties and use of force powers.

Additional Findings

1. There is no comprehensive vision for public safety provided by the Town or information on how Brookline works to ensure that public safety resources are delivered equitably.

2. What are characterized as “collaborative” efforts between the Police Department and other bodies often lack appropriate buy-in from the communities they claim to be collaborating with.

3. The Police Department has not been capturing all field interrogations or vehicle stops in the data presented in its annual reports. Logging those stops is at the discretion of the officer.

4. 86% of motorists stopped in Brookline are <u>not</u> Brookline residents.

5. Based on data provided by the Police Department and an analysis of traffic patterns provided by Brookline’s Transportation Administrator, we found that Black motorists are disproportionately more likely to be stopped by police.

6. Compared to white motorists, motorists of color – especially Asian Americans – are significantly more likely to receive tickets rather than warnings when they are stopped.

7. There are almost no stops where a simple stop (basic speeding, failure to signal) leads to getting a gun or a dangerous person off the streets in Brookline, dispelling one narrative used to support police conducting traffic enforcement.

8. Police units like the School Resource Officer and Walk & Talk units were established without any public process or measurable outcomes.

9. While police have been in Brookline schools dating back to the failed DARE program, an MOU between the Police and School departments was not signed until 2019. That agreement was signed by Police Chief Andrew Lipson and Interim Superintendent Ben Lummis – neither of whom are in those roles today.

10. Prior legislation did not require SROs to be located *within* schools, as is the case at BHS. Legislation passed in the State House at the end of 2020 has now eliminated the requirement for communities to have any School Resource Officers.

11. There has never been an MOU between the Brookline Housing Authority and the Town of Brookline since the founding of the Walk & Talk unit in 1992. This is despite annual $15,000 payments being made from the BHA to the Police Department over many years,

12. While research shows that Crisis Intervention Team training is an effective program to teach police officers how mental health issues can impact crisis interventions, the impact of CIT training on changing police behaviors is largely unknown.

13. While there are community-based resources focused on mental health in Brookline, none of them focus on pre-crisis services, which comprehensively address underlying inequities.

Additional findings are continued in our subcommittee reports.

Recommendations

Our recommendations envision a more innovative, forward-thinking Brookline. One focused on community-driven processes which are both respectful and supportive of low-income people and communities of color. One which increases police oversight, transparency, and accountability while limiting their scope of duties. One which shifts precious and limited resources away from programs that merely address the symptoms of inequities to investing in those that address the root causes of those inequities. One which affirms its responsibility and takes great pride in working collaboratively toward a just, safe, and equitable community.

Envisioning/Community Engagement

The Task Force recommends that Brookline adopt a community-driven model of engagement, particularly focused on youth and traditionally under-engaged communities, by hosting smaller trust-building conversations and eliminating programs which provide more benefit to the Town than to these communities.

1. Implement a child-centric vision of Public Safety that (beyond Police and Schools) builds on the great work of departments like Recreation and Transportation and directs more funding to youth-centered programs.

2. Launch a website that provides a comprehensive vision for public safety and provides resources for the community.

3. Develop a community-driven model for safety and justice that centers the voices of the communities closest to public safety issues to identify priorities and generate solutions.

4. Eliminate community programs that are or may be perceived as one-way relationships, providing more benefit to Town departments than the community.

5. Rather than relying on public hearings as the primary approach for soliciting input, Brookline's boards should engage in more small group trust-building conversations.

Departmental Analysis

The Task Force recommends reorienting the method by which the Town oversees the Police Department and provides input about current practices and new innovations. Citizen oversight must play a central role. Citizen input and oversight should occur both informally and formally. Based on continued evidence of racial bias in traffic enforcement, we are also recommending the filing of a Home Rule petition to permit traffic enforcement by civilians.

1. The Brookline Police Department should participate in a minimum of six public meetings annually in which residents can ask questions and offer suggestions.

2. The Brookline Select Board should appoint a permanent police oversight committee with the powers to investigate civilian complaints and approve mutual aid agreements, anti-bias training, and other major department policies.

3. The Brookline Police Department should conduct more data collection and analysis and communicate this data to the public. There should be more data collection and transparency about evaluations and promotions in relation to performance and training.

4. The Brookline Police Department mission statement should explicitly include an affirmation of equal treatment of all people, regardless of race or ethnicity. It should include a hyperlink to file a complaint.

5. Brookline should file a Home Rule petition in the state legislature to permit certain limited traffic enforcement functions to be fulfilled by civilians.

School Resource Officers

The Task Force recommends removing School Resource Officers from schools. They are not trained educators and using them in service of educational purposes undermines the pillars of safety and community that are necessary for students to thrive in our schools.

1. The Brookline Select Board or School Committee should remove SROs from schools.

2. If these bodies are determined to keep the SRO positions, it must be after engaging in an authentic reauthorization process prior to the start of the 2021-22 school year.

Walk & Talk

The Task Force recommends eliminating the Walk & Talk Unit. It is a relic of failed policies of the past which overpolice low-income communities, especially communities of color. It spends precious municipal dollars to provide some ancillary services to a handful of residents instead of investing those funds into directly addressing the critical needs of our residents.

1. The Brookline Select Board or BHA Board of Commissioners should eliminate the Walk & Talk Unit.

2. The Brookline Select Board should increase engagement with BHA residents to better understand the challenges they are facing and to collaboratively envision new solutions.

3. Develop a website that provides access to available social services and other resources and centralizes the community's advocacy and visioning work around public safety.

Vulnerable People & People in Crisis

The Task Force recommends that the current model of police as first responders in nonviolent crisis interventions be replaced with a community-based crisis model like the successful CAHOOTS program, which is a decades-old success in Eugene, Oregon. This would add a well-trained civilian component to our crisis response model. This program would be managed through a new social services department that we are currently calling Brookline Forward.

1. The Brookline Select Board should enter into a consulting contract with CAHOOTS to develop a community-based crisis model that works best for Brookline.

2. Implement additional pre-crisis services to assist people in order to prevent crisis, and to support people who might be struggling with isolation, homelessness, mental health issues, and/or substance use.

3. Implement additional follow-up services to support people after a crisis occurs, including family supports, childcare options, housing supports and resources, vocational training, access to medical care, food security, etc.

4. Better publicize existing social services through a centralized Brookline website and a public education campaign.

5. Form a new social services department to coordinate existing Town services, partner with local agencies to enhance collaboration, and develop programs which address long-standing inequities in Brookline. A description of this department is on the next page.

Brookline Forward

The Task Force proposes the creation of a new social service department in Brookline. It will address gaps in our social safety net that are currently being addressed through policing. The focus of this department would be to address the symptoms as well as the root causes of the inequities outlined below. The name Brookline Forward is a placeholder.

Brookline Forward will provide residents with the support they need to thrive. A new, innovative department of the Town of Brookline, Brookline Forward will partner with the Brookline Housing Authority, Public Schools of Brookline, Brookline Senior Center and local social service agencies to deliver timely, critical services, while conducting research, analyzing data, and implementing programs designed to counteract economic, health, and other inequities deeply rooted in racism, sexism, ageism, and other forms of oppression.

Brookline Forward will bring together existing offices under one umbrella including the:

- Office of Diversity, Inclusion & Community Relations;
- Council on Aging; and
- Office of Veterans' Services.

While establishing new offices including:

- Youth & Family Services;
- Community-Based Crisis Response;
- Immigrant & Refugee Services; and
- Economic Equity.

Brookline Forward will also provide staff support for the:

- Domestic Violence Roundtable;
- Commission for Women;
- Brookline Commission on Disability; and
- a new council on LGBTQIA+ Inclusion.

Brookline Forward will also partner with other Town departments as necessary to meet community needs. This includes working with Health & Human Services to develop a mental health incident response team, with the Building and Fire Departments to ensure residents are living in safe housing, and with the Police Department on diversion efforts for youth.

Brookline Forward will be funded by municipal dollars, including funds shifted from the Police Department, as well as local, state, and federal grants.

In addition to existing personnel, new staff at inception may include one administrative and three professional staff members as well as a new Commissioner to lead the department.

Click Here for the entire Final Report of the Task Force to Reimagine Policing in Brookline

Brookline Housing Authority Memorandum Regarding the Walk and Talk Police Program

The Brookline Housing Authority (BHA) provides low-income families, seniors, and people of all abilities with safe, decent, accessible, and affordable housing. The BHA owns and manages 956 apartments across 13 Properties and administers 1,147 Section 8 Housing Vouchers. In total the BHA directly houses 1,448 residents (including 323 children ages 0-18 and 492 seniors ages 62+) and indirectly houses 1,823 individuals through its Section 8 Voucher program.

The BHA and its Commissioners attended several public meetings and reviewed the reports of the Task Force to Reimagine Policing and the Select Board's Subcommittee on Policing Reforms. The BHA and its Commissioners also solicited feedback from stakeholders including BHA residents, staff, and held two public hearings as part of its regularly scheduled board meetings regarding the Walk and Talk Program.

Based upon the publicly available information and stakeholder feedback, the Brookline Housing Authority endorses the following memorandum to be conveyed to the Select Board in writing.

Background

In the early 1990's the Walk and Talk Program was initiated in response to incidents of violent crime experienced in BHA family properties as well as increased levels of gang activity among residents and visitors. The use of a community policing model to outreach to residents with an emphasis on BHA youth was a direct response to the higher levels of crime experienced by public housing residents as compared to town residents.

Today, circumstances have significantly changed. Crime in public housing is no worse than in the rest of Brookline. With this positive change comes an opportunity to rethink and adjust the program.

The goal of the Walk and Talk Program has been to develop a sense of trust between residents and police to alert police to potential problems and report crimes. As part of that goal, police note a particular focus on strengthening bonds between the police and the town's youth. Nevertheless, three Walk and Talk officers cannot be present at each of the eleven BHA properties frequently enough to build meaningful relationships with most residents.

While some residents have developed meaningful relationships with Walk and Talk officers on BHA properties, a far greater number of residents do not know that the program exists or experience brief interactions with police officers that are often perceived as public surveillance instead of relationship building. Seniors and families also describe different uses for and experiences with the Walk and Talk Program.

The Walk and Talk website describes ways in which officers attempt to build relationships beyond patrolling BHA developments. Interactions listed on the Walk and Talk website include weekly meetings at Brookline High School, coaching youth sports, and Teen Center attendance. These interactions are designed to enable the officers to foster positive and meaningful relationships with BHA residents and avoid the perception of targeted surveillance.

Therefore, the BHA urges the Town of Brookline and Brookline Police Department to consider the following:

Proposal

1. Refocus the Walk and Talk program around relationship building, "The Talk", and eliminate practices that border on unwarranted surveillance, "The Walk".

   Given the change in crime rates at BHA properties from the 1990s to a point where current crime statistics are indistinguishable from the rest of Brookline, the focus of the program today should be about making officers approachable to residents and building relationships. This can be achieved through activities including but not limited to coaching youth sports, community events held for residents (families and seniors), without patrolling properties in a manner that may be perceived as surveillance.

2. Assign the same group of officers to be responsible for responding to BHA calls and consider increasing the number of officers assigned to emergencies on BHA properties.

   There is a clear benefit to residents in crisis and to BHA staff when the same police officers respond to emergencies. Assigning the same group of officers to respond to BHA calls would allow residents and police to become familiar with one another without the stigma of surveillance that is felt by some of our tenants, particularly those of color. With eleven BHA properties in Brookline, three officers may be insufficient to consistently respond to emergencies at BHA properties.

3. Rename Walk and Talk Program with Focus on Relationship-Building.

   Police walking around BHA properties lead some residents, particularly residents of color, to feel stigmatized. If the focus of the program going forward is to build meaningful relationships in community settings (team sports, teen center, community events, senior center, etc.) and to provide a consistent group of officers when responding to emergencies at BHA buildings as described above, the name "Walk and Talk" no longer describes the program. Going forward walking around BHA properties without responding to an emergency call or hosting a community event should no longer occur. The new name should reflect this new orientation.

4. Create a mission statement identifying the goals/objectives of a future renamed and refocused program and regularly evaluate the program's effectiveness.

   The BHA welcomes the opportunity to work with the Town on this mission statement and objectives document. After initial review, the program should be evaluated at least annually and adjusted as circumstances warrant.

5. Implement proposed changes within next six months.

   Given that revisions to the Walk and Talk Program are considered a high priority, we would recommend that these proposed changes should occur within the next six months and receive an initial review at the end of the calendar year. To allow for a meaningful evaluation, statistics regarding all calls specific to BHA properties should be readily available as well as a listing and narrative for all events and activities held, and regular surveys of BHA residents.

Resident safety is integral to the quality of life and the police are an important resource for BHA residents and staff when emergencies arise. The BHA underscores that rapid response from familiar police officers is critical. However, absent an emergency or joint community event, the police do not need to have a presence surveilling Brookline Housing Authority property. There are opportunities to engage in community activities and host community events as outlined above that should preserve public safety and lead to more meaningful relationships with residents.

RECOMMENDATION TO THE SELECT BOARD ON SCHOOL RESOURCE OFFICERS (SROs)

SCHOOL COMMITTEE POSITION

On June 14, 2021, the School Committee voted 8-0-0 to recommend ending the School Resource Officer program. This document reviews the rationale and lays out the next steps.

Our rationale for recommending the ending of the SRO program is that the racial disparities around perceptions of safety and feelings of comfort with SROs were borne out locally as well as nationally, presenting a serious equity issue that prompts our action. Local data reflect that African-American/Black and Latinx students do not feel safer and more comfortable with SROs, while national data show that African-American/Black and Latinx students feel less safe. We also believe that police officers should not be providing regular instruction to students in lieu of educators, and that police officers should not have permanent office space in our schools. Many School Committee members expressed concern over an environment of armed, uniformed police officers permanently stationed in our school buildings.

In arriving at this recommendation, School Committee members convened multiple discussions with a myriad of stakeholders, including central office administrators, school principals, administrators, educators, guidance counselors, community leaders, elected officials, parents, students, law enforcement, and the School Resource Officers themselves. Stakeholders represented a diverse array of backgrounds, experiences, interests, and perspectives. We received input from individuals across the socioeconomic spectrum, many of whom identified as one or more of African-American/Black, Asian-American, Latinx, and/or White.

The format for community engagement included conversations, formal and informal, multiple rounds of public comment, as well as an anonymous survey taken by staff and more than 600 students. School Committee members reviewed the history of School Resource Officer programs (in Brookline, the Commonwealth of Massachusetts, and nationally), as well as scholarly research on the efficacy of SROs. While responses were mixed, with school leadership supporting elements of the SRO program, and students mostly either unaware of SROs or expressing concern, the School Committee applied considerable weight to student input.

Nearly all of the adult stakeholders, regardless of demographic or stance, agreed that the current School Resource Officers, as individuals, are good people, with positive intentions, whose commitment to our students and impactful contributions to many of their lives deserve recognition. The School Committee concurs with this assessment. One student shared during a public meeting how he personally benefitted from the relationship formed with his School Resource Officer. By recommending the ending of the SRO program, we do not seek to dismiss or otherwise minimize these reported positive experiences with specific SROs. Rather, we seek to examine the School Resource Officer program at a macro level through a systemic, structural

framework decoupled from the individuals within that structure. People move in and out of positions; systems, unless changed, remain the same.

History of the SRO Program

In evaluating the efficacy of any system, one must first inquire as to its purpose, and then examine whether the structures within it are optimal for achieving that purpose. Although the Brookline Police Department and Public Schools of Brookline share a long history of partnership in very specific areas, such as the Legal Studies program of the 1980s, the DARE program of the 1990s, and the AWARE program of the 2000s, the School Resource Officer program itself only dates back to October of 2019. At that time, Interim Superintendent of the Public Schools of Brookline, Ben Lummis, and Interim Chief of the Brookline Police Department Andrew Lipson, entered into a Memorandum of Agreement along with the Norfolk County District Attorney's Office "…to facilitate a safe and secure environment for students, faculty, staff and the entire school community in the Town of Brookline." This Memorandum was executed without the knowledge or consultation of the School Committee.

The October 2019 MOA establishes that the Public Schools of Brookline, Brookline Police Department and Norfolk County District Attorney's Office will "coordinate their efforts and share information in order to prevent violence involving the students of the Public Schools of Brookline…prevent the use, abuse, and distribution of alcohol and other controlled substances…and to promote a safe and nurturing environment in the school community." The MOA explicitly reserves non-criminal disciplinary matters to school officials: "…it is the sole prerogative of school officials to impose discipline in accordance with the policies and procedures for infractions of school rules and policies not amounting to criminal or delinquent conduct." School Resource Officers serve as police liaisons "in order to facilitate prompt and clear communications between the school and police personnel." They "are considered a part of the Public Schools of Brookline District's 'Law Enforcement Unit'…" The Brookline Police Department, on its website, defines School Resource Officers as police officers who "work in collaboration with school administration to support students, ensure positive outcomes for youth, and connect the school, students, and families to services and resources in the community."

The October 2019 MOA that implemented the SRO program in Brookline was a delayed response to state legislation enacted in 2014 motivated by a spate of school shootings across the country. The 2014 statute, the Gun Violence Reduction Act[1], mandated that SROs be placed in all municipalities in the state where a school is located. Under legislation passed and signed into law in 2018, the state updated its requirements on the information that school districts provide in their Memorandum of Agreement with their local Police Department(s) regarding the scope of SRO roles and responsibilities. In September of 2018, the Massachusetts Attorney General issued a sample Memorandum of Agreement to be used as a template. Currently, the state does not require municipalities to retain SROs. Each city and town can decide for itself, subject to a request by the superintendent of schools.[2]

[1] https://malegislature.gov/laws/sessionlaws/acts/2014/chapter284
[2] https://malegislature.gov/Laws/SessionLaws/Acts/2020/Chapter253

Community Input

The Public Schools of Brookline solicited various forms of community input to reach our recommendation. A major finding from these data points was the significant racial disparity in perceptions of safety and comfort in the SRO program. The remainder of this section details our community input.

Community conversation around the purposes of the SRO program primarily highlighted promotion of a safe, nurturing environment, social-emotional support for students, positive interactions with police officers, and diversion from criminal court. School Committee members received considerable anecdotal reports, in both directions, about the effectiveness and ineffectiveness of the SRO program in achieving these objectives. In an effort to better quantify the positions of the most directly affected stakeholders, we surveyed staff and students in multiple choice and narrative response formats. The goal of the survey was not merely to determine where a majority of respondents landed on any one particular question, but to discern any patterns in the responses based on subgroupings by grade level, race, and stakeholder group (i.e. student or staff). Nearly everyone involved at any stage of this SRO program review, both in favor of the program and against, recognized the importance of applying these social and racial lenses as an acknowledgement of the disparate experiences of minorities in our community and throughout the nation. To strictly adhere to majoritarian numbers, in either direction, would by definition override and effectively suppress the voices of those in the minority. The School Committee strives to hear all voices.

The SRO survey was conducted over a 3-day span during the last week of May. Students in Grades 6-12, along with staff, received an opportunity to respond to the survey. More than 600 students participated, as did over 250 staff members. A small number of school building leaders provided narrative feedback.

The first question asked whether respondents knew that an SRO is a police officer. 70% of students responded that they did not know SROs are police officers, compared to 17% of staff. 30% of students reported that they knew their school had an SRO, compared to 66% of staff. Among those who reported awareness of SROs in their school buildings, only 15% of students strongly agreed that SRO presence made them feel safer (54% disagreed or strongly disagreed). By more than double (31%), staff respondents strongly agreed that students feel safer with SROs in the buildings. This suggests that adult perceptions of student feelings on safety with SROs do not align with actual student perceptions.

While a majority of students, irrespective of race, who knew about SROs in their school buildings disagreed or strongly disagreed that they feel safer with SROs, the percentage of African-American/Black and Latinx students who disagreed or strongly disagreed was even greater: 66%. Only 3% of African-American/Black and Latinx students strongly agreed that SROs make them feel safer. Looking at Asian and White students only, 55% disagreed or strongly disagreed that SROs make them feel safer.

Middle schoolers responded quite differently than high schoolers. 72% of middle school students who knew about SROs in their school buildings (39 students) agreed or strongly agreed that

SROs make them feel safer. Only 37% of high school students who knew about SROs in their school buildings (126 students) felt the same. This divide between middle school and high school also manifested itself in the results to a question about student comfort level with speaking to SROs. 58% of middle schoolers agreed or strongly agreed with feeling comfortable talking to SROs, compared to 43% of high schoolers. Only 8% of middle schoolers said they strongly disagreed with feeling comfortable talking to SROs, while 36% of high schoolers strongly disagreed.

By race, not even one African-American/Black or Latinx student strongly agreed with feeling comfortable talking to SROs, while 58% disagreed or strongly disagreed. Among Asian and White students, a narrow majority (51%) disagreed or strongly disagreed with feeling comfortable talking to SROs.

These combined data points, though limited by sample size, at minimum suggest a need to deliberatively rethink how the Town of Brookline, the Police Department, and the Public Schools of Brookline can best achieve the Police Department's worthy stated objective to "work in collaboration with school administration to support students, ensure positive outcomes for youth, and connect the school, students, and families to services and resources in the community." The fact that 70% of respondents did not know about the SRO program (or its affiliation with the Brookline Police Department) suggests limited efficacy based on numbers alone. A majority of high school students disagreeing that they feel safer around SROs, and disagreeing that they feel comfortable talking to SROs, concerns the School Committee. That these numbers are even more pronounced in our African-American/Black and Latinx student responses makes swift reform all the more important. We believe that the Public Schools of Brookline must create a climate and culture of physical and psychological safety for every student. Without feeling safe, students will not be able to grow and learn at their best.

Next Steps

The School Committee's recommendation to end the SRO program should not be construed as a desire to sever all relationships between the Public Schools of Brookline and the Brookline Police Department. Nor should this recommendation be interpreted as an indictment against any particular individual or School Resource Officer. The School Committee routinely reviews programs in all categories, whether academic, administrative, athletic, operational, or wellness-related. In reviewing such programs, we remind ourselves that we are not critiquing or evaluating the individuals involved, but rather the positions, structures, and systems in place. Even when one program ends, the individuals who held positions within that program sometimes remain involved under a different capacity better-suited for the needs of the district.

The Brookline Police Department and Public Schools of Brookline share a decades-long relationship that survives any one particular program. Termination of the DARE program in 2008 clearly did not mark the end of the schools' relationship with the police. Nor would termination of the SRO program. As it always remains the objective of the School Committee to promote the best interests of our school community, we want to carefully evaluate how to optimize the delivery of support services for our students, a subject for which we have devoted

significant time and consideration to during the last year and a half in relation to the COVID-19 pandemic. The School Committee believes that a combination of educators, guidance counselors, mental health professionals, and public health experts would better serve many of the objectives identified as purposes of the SRO program, albeit not necessarily to the exclusion of police officers and other professionals who could provide support as guest speakers and mentors upon student request.

Ending the SRO program requires additional process. The School Committee insists that any such proposal be comprehensive, well-articulated, and reflective of school leader input. Several school principals and other district leaders expressed support for the SRO program in testimony to the Select Board's Task Force, and in public meetings convened by the School Committee. Any new program that replaces the SRO program must identify a specific plan, timing, funding, and reallocation of resources to maintain and enhance student support. This summer, the School Committee would like the Public Schools of Brookline Administration to provide the following information to help plan the next phase of how services currently provided by SROs might be provided to students going forward: 1) a review of the roles that SROs play in the school buildings currently; 2) whether those roles need to be performed; 3) who would be best to carry out those roles based on skills and expertise required (e.g. guidance counselors, health educators, social workers, police officers, etc.); and 4) where funds would come from to fund those activities. We would like this to include input from principals and vice principals, senior staff, and the Brookline Police Department, as applicable. In the fall, we can discuss this approach with all public and community stakeholders.

SELECT BOARD COMMITTEE ON POLICING REFORMS

Supporting material for:

1. Select Board Agenda items:
   - Reform and Reimagining Recommendations Discussion
   - SRO and Walk and Talk Programs Discussion

2. The Reforms Committee's motion voted on June 9, 2021, regarding the SRO and Walk and Talk programs:

   In light of the fact that both the Brookline Housing Authority and School Committee have recognized positive aspects of the Walk and Talk and School Resource Officer programs and would like to see specific changes, the Committee on Policing Reforms moves to urge the Select Board not to abolish either program and await further input from the Housing Authority, the Superintendent, and School Committee to provide recommendations on what positive aspects of the programs should be maintained and/or developed.

The establishment of the Policing Reforms Committee was premised on the view that the Brookline Police Department's successful implementation of a community policing culture and practice has created a very good, though of course not perfect, police force. Community policing is employed in the School Resource Officer program in the schools and the Walk and Talk program in Brookline Housing Authority properties, among other areas.

Community policing models acknowledge that change is the norm. Not change that results in unknown consequences, such as the loss of services for students and residents or a breakdown in their security but change that strengthens services and security. The Reforms Committee's motion voted at its June 9 meeting acknowledges that both the School Committee and the Brookline Housing Authority Board of Trustees (both implicitly and explicitly in their final and draft reports to the Select Board) agree with the Reforms Committee on the desirability of positive changes to improve the SRO and Walk and Talk programs. We all also acknowledge the positive impacts of these programs for students, residents of the Housing Authority, and the wider community.

Much of what is popularly known as community policing comes from *"The President's* [Obama] *Task Force on 21st Century Policing* (May 2015)." The Task Force's final report can be found HERE. I suggest that people review the final report, especially Appendix E. Recommendations and Actions, to compare the best practices recommended by Obama's Task Force and the operations of the BPD. Most of the final report's recommendations have been a part of policing in Brookline for many years. Those recommendations that have not been adopted are recommended in the report of the Reforms Committee (e.g., strengthening and expanding responses to mental health or substance use crises 4.3), are required by the new Massachusetts police reform law (e.g., policies and procedures for policing mass demonstrations – 2.7), or will be on the agenda of the Police Commissioners Advisory Committee (e.g., increasing the police department's community engagement efforts – 4.1). These changes will result in Brookline moving towards having an even better police department.

In addition, the Police Commissioners Advisory Committee can use the significant good will between the community and our progressive police department to implement a truly groundbreaking process that both the Committee and the Task Force to Reimagine Policing should be able to agree will be invaluable to the future of policing in Brookline – co-producing public safety. The final report recommends that:

> *Community policing emphasizes working with neighborhood residents to co-produce public safety. Law enforcement agencies should work with community residents to identify problems and collaborate on implementing solutions that produce meaningful results for the community – 4.5.*

Below is Pillar #4 of the final report that discusses Community Policing. This was cut and pasted from the final report and the emphasized language was provided by me. The full final report is also linked below.

Bernard Greene
Chair, Select Board's Committee on Policing Reform

The President's [Obama] Task Force on 21st Century Policing (May 2015)" – Final Report

PILLAR 4. COMMUNITY POLICING & CRIME REDUCTION

Community policing requires the active building of positive relationships with members of the community.

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime.[71]

Over the past few decades, rates of both violent and property crime have dropped dramatically across the United States.[72] However, some communities and segments of the population have not benefited from the decrease as much as others, and some not at all.[73] Though law enforcement must concentrate their efforts in these neighborhoods to maintain public safety, sometimes those specific efforts arouse resentment in the neighborhoods the police are striving to protect.

Police interventions must be implemented with strong policies and training in place, rooted in an understanding of procedural justice. Indeed, without that, police interventions can easily devolve into racial profiling, excessive use of force, and other practices that disregard civil rights, causing negative reactions from people living in already challenged communities.

Yet mutual trust and cooperation, two key elements of community policing, are vital to protecting residents of these communities from the crime that plagues them. Community policing combines a focus on intervention and prevention through problem solving with building collaborative partnerships between law enforcement agencies and schools, social services, and other stakeholders. In this way, community policing not only improves public safety but also enhances social connectivity and economic strength, which increases community resilience to crime. And, as noted by one speaker, it improves job satisfaction for line officers, too.

In his testimony to the task force, Camden County, New Jersey, Police Chief J. Scott Thomson noted that community policing starts on the street corner, with respectful interaction between a police officer and a local resident, a discussion that need not be related to a criminal matter.[74] In fact, it is important that not all interactions be based on emergency calls or crime investigations.

Another aspect of community policing that was discussed in the listening session on this topic is the premise that officers enforce the law with the people not just on the people. In reflecting this belief, some commented on the negative results of zero tolerance policies, which mete out automatic and predetermined actions by officers regardless of extenuating circumstances.

Community policing requires the active building of positive relationships with members of the community—on an agency as well as on a personal basis. This can be done through assigning officers to geographic areas on a consistent basis, so that through the continuity of assignment they have the opportunity to know the members of the community. It can also be aided by the use of programs such as Eagle County, Colorado's Law Enforcement Immigrant Advisory Committee,

which the police department formed with Catholic Charities to help the local immigrant community.[75] This type of policing also requires participation in community organizations, local meetings and public service activities.

To be most effective, community policing also requires collaborative partnerships with agencies beyond law enforcement, such as Philadelphia's successful Police Diversion Program described by Kevin Bethel, Deputy Commissioner of Patrol Operations in the Philadelphia Police Department in his testimony to the task force.[76] This partnership with the Philadelphia Department of Human Services, the school district, the District Attorney's office, Family Court, and other stakeholders significantly reduced the number of arrests of minority youths for minor offenses.

Problem solving, another key element of community policing, is critical to prevention. And problems must be solved in partnership with the community in order to effectively address chronic crime and disorder problems. As Office of Community Oriented Policing Services Director Ronald L. Davis has said, "We need to teach new recruits that law enforcement is more than just cuffing 'perps'—it's understanding why people do what they do."[77]

In summary, law enforcement's obligation is not only to reduce crime but also to do so fairly while protecting the rights of citizens. Any prevention strategy that unintentionally violates civil rights, compromises police legitimacy, or undermines trust is counterproductive from both ethical and cost-benefit perspectives. Ignoring these considerations can have both financial costs (e.g., lawsuits) and social costs (e.g., loss of public support).

It must also be stressed that the absence of crime is not the final goal of law enforcement. Rather, it is the promotion and protection of public safety while respecting the dignity and rights of all. And public safety and well-being cannot be attained without the community's belief that their wellbeing is at the heart of all law enforcement activities. It is critical to help community members see police as allies rather than as an occupying force and to work in concert with other community stakeholders to create more economically and socially stable neighborhoods.

Footnotes:

71. Community Policing Defined (Washington, DC: Office of Community Oriented Policing Services, 2014), http://ric-zai-inc.com/Publications/cops-p157-pub.pdf.

72. "Crime Statistics for 2013 Released: Decrease in Violent Crimes and Property Crimes," Federal Bureau of Investigation, last modified November 10, 2014, http://www.fbi.gov/news/stories/2014/november/crime-statistics-for-2013-released/crime-statistics-for-2013-released.

73. Listening Session on Community Policing and Crime Reduction: Building Community Policing Organizations (oral testimony of Chris Magnus, chief, Richmond [CA] Police Department, for the President's Task Force on 21st Century Policing, Phoenix, AZ, February 13, 2015). Yet mutual trust and cooperation, two key elements of community policing, are vital to protecting residents of these communities from the crime that plagues them. Community policing combines a focus on intervention and prevention through problem solving with building collaborative partnerships between law enforcement agencies and schools, social services, and other stakeholders. In this way, community policing not only improves public safety but also enhances social connectivity and economic strength, which increases community resilience to crime. And, as noted by one speaker, it improves job satisfaction for line officers, too.

[74.] Listening Session on Community Policing and Crime Reduction: Using Community Policing to Reduce Crime (oral testimony of J. Scott Thomson, chief, Camden County [NJ] Police Department, for the President's Task Force on 21st Century Policing, Phoenix, AZ, February 13, 2015)

[75.] Listening Session on Community Policing and Crime Reduction: Building Community Policing Organizations oral testimony of Chris Magnus, chief, Richmond [CA] Police Department, for the President's Task Force on 21st Century Policing, Phoenix, AZ, February 13, 2015).

[76.] Listening Session on Community Policing and Crime Reduction: Using Community Policing to Reduce Crime (oral testimony of Kevin Bethel, deputy police commissioner, Philadelphia Police Department, for the President's Task Force on 21st Century Policing, Phoenix, AZ, February 13, 2015).

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SELECT BOARD COMMITTEE ON POLICING REFORMS

WALK AND TALK UNIT

FREQUENTLY ASKED QUESTIONS

Who are the officers of the Walk and Talk Unit?

- Officer Tim Stephenson – also Crisis Negotiator, Advanced Crisis Intervention Team (CIT) trained, Graffiti Investigator, BHS RoundTable Liaison, Past Recipient of the Brookline Teen Center Impact Award
- Officer Kristin Healy – also LGBTQ+ Liaison, Advanced CIT trained, Rape Aggression Defense (RAD) Instructor, BPD/Youth Basketball Program, one of the Department's liaisons to the Special Olympics (Brookline Chapter)
- Officer David Pilgrim – also Recruitment Officer, Advanced CIT trained, Website & social media, with another officer of color, initiated and is Co-Chair of the BPD Racial Progress Task Force, Bike Unit and Motorcycle Unit

While these Officers' primary role in the Department is the Walk and Talk Unit, all three officers have many other responsibilities as indicated above.

All three officers are members of the Department's Community Service Division in which the Walk and Talk Unit is embedded and are part of the Department's Training Unit.

How do Walk and Talk officers spend their time?

Aside from the various extra duties listed above, these officers, like all officers are assigned a "sector" of Town for which they are responsible. Walk and Talk Officers are responsible for Brookline Housing Authority (BHA) owned properties. This means any call for service during the First Half Tour (3:30pm to 11:30pm) will be serviced by a member of the Walk and Talk Unit. Throughout their day-to-day duties, they would be responding to 911 calls, conducting follow-ups in regard to calls the Department received while they were not working, and also helping to coordinate a solution to any quality of life issues for which the BHA requests help. Walk and Talk Officers are also crucial to assisting the day-to-day operations of the Patrol Division during the early evening hours when many units are assisting on evening commute traffic posts. Walk and Talk Officers also attend community events, visit the Teen Center and support community policing efforts during their shifts town wide.

Do the Walk and Talk officers patrol the interior of BHA properties?

Walk and Talk Officers do not proactively patrol the interior of any BHA property. However, Walk and Talk Officers respond to calls and complaints that may lead them to the interior of a BHA property the same way any call to the Police Department could lead the officer to private

property. Absent an on-going investigation into reported criminal activity or requests to monitor a specific situation/quality of life concern, they do not patrol the exterior of properties either. Almost always, they are on site at BHA properties at the request of a resident or BHA staff for assistance with a specific situation or invitation, following-up on a call/report, or checking in with families/residents with whom they have ongoing positive/supportive relationships. Walk and Talk Officers may also visit properties to engage positively with residents (stopping by to say hi to kids playing outside, visit seniors sitting outside on a nice day, or playing basketball with youth they know, etc.). These activities are not forced and are not an attempt to engage in surveillance of residents in any way but rather to engage with residents and develop relationships in a positive atmosphere.

Walk and Talk officers do not use their presence in BHA properties or on the surrounding public streets for any type of surveillance, including any that would infringe on a person's right to privacy or right to be left alone or that could reasonably be considered a threat to law abiding residents. Any Brookline police officer, including Walk and Talk officers, will monitor a location at the request of BHA or a resident, for example to monitor package thefts. Any police officer, in the course of their normal duties, will keep their eyes and ears alert to situations that may become problems whether in BHA locations or any other part of Town.

In what situations do Walk and Talk Officers enter BHA properties?

Walk and Talk Officers primarily respond to calls for service and 911 calls. Both of which often require officers to enter the property where the situation causing concern is occurring or a crime is taking place. Walk and Talk Officers may also conduct what the Department calls "Park and Walks" in the neighborhoods surrounding and sometimes the courtyard or playground areas of BHA properties or in other areas of Town. The level of meaningful interaction a police department can have with their community significantly decreases while in a vehicle. Therefore we like to have our officers be approachable on foot at various times – hence the origin of their title as Walk and Talk Officers.

Why do Walk and Talk provide so many non-traditional police services to Brookline Housing Authority residents?

The Brookline Police Department has been encouraged by the Brookline community to provide non-traditional community policing services to the Town. Providing such non-traditional community policing services is an important way in which the Town of Brookline has required its police force to eliminate a culture of policing that assumes that the police and community have an adversarial relationship. Walk and Talk has never been intended to replace other services or supports available to residents but rather to augment those services and supports and be part of the important community safety net. Housing managers work during the day and are not available in the evening and on weekends; that is why Walk and Talk works the hours they do.

If a resident anywhere in Town needs assistance or support, the Brookline Police Department tries to assist them. It is the right thing to do and is not exclusive to just BHA. For BHA, however,

we have found that having the same officers assigned for long periods of time has allowed them to develop trusting positive relationships with residents who may be particularly weary of police.

What does the day in the Life of a Walk and Talk Officer look like?

Officer David Pilgrim shared with us the following:

One of my favorite things about police work is that there is no "normal." Every day for me is different. I try to follow similar patterns to keep myself in a routine but at the end of the day we are at the beck and call of the radio and our cell phones.

On a standard day, my shift starts at 3:30 pm. I report to my desk and speak to my coworkers and supervisors who generally have updates as well as follow-up requests to be completed. I check the various computer systems and read through reports to stay apprised of current trends and review any incidents I may have missed while not working. I then respond to any voicemails and emails I have. At this point it is usually about 4:30pm.

I then like to go get coffee and swing by some playgrounds and engage with kids and families. During the evening commute, the majority of the northside Patrol Units are occupied doing traffic posts so I like to be on the street and available to supplement patrol as needed in addition to any community policing activities that have been requested. Those can involve a request for a visit at a birthday party in the park, assisting the Rotary in handing out books to kids in BHA, meeting with a BHA manager to discuss an upcoming event or ongoing situation, stopping by the Teen Center, assisting with a vaccination clinic at BHA senior properties, or attending a community event somewhere in Town.

Throughout my evening, I make sure to visit each BHA property. If I see people out and about, I will wave or engage them in brief conversation. If there are children out and about, they may want to look inside the police car or turn the lights and siren on or otherwise satisfy their curiosity. Residents will almost always engage with me voluntarily. I do not push conversations or interactions beyond a wave or cordial hello if a resident seems uninterested.

By this point, it is usually around 7pm and I will head back to the office to complete any follow-ups that were not done earlier and then I will eat dinner.

From about 8pm to 10pm, I drive around the town as a whole and will assist patrol with any calls I happen to be nearby. Prior to the end of my shift at 11:30 pm, I will complete any reports, do some website updates, and ensure that all my follow-ups are in order.

The reality is if I am not being called to a BHA property by a resident or a manager, I am not spending very much time there. There are several ongoing quality of life issues that are brought to our attention that we will monitor without being called every day. For example, recently we were asked by BHA to mediate an ongoing noise complaint from Dummer Street residents about youth playing basketball and music in the Egmont courtyard in the evening time. The managers were unable to mediate this situation nor are they working when the noise was occurring. Myself and fellow Walk and Talk officers met with residents of both Egmont and Dummer as well as BHA

staff. The officers were able to work with both sides to reach a compromise that all parties were satisfied with and that would not have been achieved in the absence of the Walk and Talk officers and their relationships with the youth, residents, and management.

Another example that is ongoing are complaints by various area residents and BHA management about marijuana smoking and loud music at one of their property's courtyard. We are actively working with BHA management to find solutions to this problem as the smoking is not taking place in our presence or upon arrival following a dispatched call. While this is more of an ongoing BHA management issue to address with their residents, we will "walk" through the courtyard and "talk" with residents about the ongoing complaint and explain the various town by-laws and state laws regarding marijuana consumption and loud music/nuisance if needed. Because of our ongoing respectful relationships with youth and residents, these types of situations can be resolved and the resolution can be sustained to the benefit of all parties.

SELECT BOARD COMMITTEE ON POLICING REFORMS

SCHOOL RESOURCE OFFICERS

FREQUENTLY ASKED QUESTIONS

Who are the School Resource Officers (SRO)?

Middle School SROs:

- Katie McCabe (& Bear, the Comfort Dog)
- Donal Kerrigan
- Joe Amendola

High School SRO:

- Kaitlin Conneely

Are students and parents aware of the SRO program?

Most students probably don't know these officers by their specific titles as SROs, but if you ask, many do know Officer Katie and Bear, Officer Joe, Officer Donal, and Officer Kaitlin. In fact, nearly every child in in Brookline High School and those in 8th grade have been in their AWARE classes which are taught in every 6 – 8th grade throughout the district. At the beginning of each school year, a letter is sent to all households of 6th, 7th and 8th grader students from the Public Schools of Brookline (PSB) informing parents/guardians about the AWARE program and introducing the SROs.

Understandably, with busy lives, parents may sometimes miss correspondence being sent from the school which is why the program introduction is sent to all grades at the beginning of each year. Current 6th graders and some 7th graders have not yet had these classes due to COVID but letters did go home this year as well and students still may know the SROs from the various other school activities they participate in. Prior to COVID, the SROs regularly held PTO forums on topics such as vaping, emergency preparedness and active threat training, online threats and cyber safety.

What classes do the SROs teach?

The middle school SROs teach a curriculum known as the AWARE program. This AWARE program includes lessons on Building a Safe Community, Healthy Relationships, Substance Abuse/Awareness, Cyber-Safety/Awareness, Bullying and Student Empowerment in all eight of the Brookline elementary schools in grades 6-8. The SROs are invited in by the health teachers to teach these courses (and occasionally additional material as needed) and they are scheduled by teachers via a shared google calendar.

SROs are often invited to school community events, to visit BEEP classrooms and to participate in school activities (spring fair, field days, etc.), enabling them to continue building relationships with the middle school students outside of the classroom. At the High School, the SRO works in collaboration with the Legal Studies teacher to run a BHS Citizen Police Academy.

If the AWARE classes are canceled, these topics – which teens often struggle with – would not be taught or would need to be added to the teaching curriculum. Some health teachers may not feel comfortable or competent discussing these topics without additional training/curriculum development. School Resource Officers have extensive and unique experience as law enforcement officers who have participated in the investigation and prosecution of offenses in which youth were in grave danger. Such offenses include statutory rape, child exploitation, distribution of pornographic material, cyber risks, including chat rooms with child predators, etc. This experience, coupled with their advanced knowledge of the law and juvenile justice system, is why SROs are uniquely qualified to teach this material to youth.

Over the last year, due to COVID-19 and the controversy surrounding the role of SROs in our schools, the SROs were not invited to teach the AWARE classes. There was no replacement put in place, so students did not have instruction in these extremely important issues. As a result, our SROs have received many calls regarding students struggling with issues that would have been addressed in the classroom.

By example, recently SROs were called to assist at a school after one child committed an act against another that had an unintended consequence which amounted to a sex offense. The SROs were immediately on scene and were able to communicate with the staff, determine the location of one child who fled the school and initiate outreach to the children and parents. The SRO spoke with the parents who were understandably irate. Initially, they wanted to file criminal charges against the other student but the SRO was able to walk them through the process of requesting a safety plan and to de-escalate the situation, which was unfortunate but lacked criminal intent, in favor of more appropriate outcome for the offending youth, which was not to involve the criminal justice system. The SRO offered services to the family, including a conversation with our Department social worker and followed up with the school and other family involved. The SROs role in this situation undeniably led to the most positive and appropriate outcome for both students involved. The topics they would have taught that could have prevented this situation include the segment on healthy relationships (which includes inappropriate touching), bullying and behaving in a way as to promote a safe community.

Do SROs teach racial justice?

No.

During the fall, the Middle School SROs and their supervisors worked with the PSB K-12 Coordinator for Wellness Education on the delivery of the AWARE program during remote/hybrid learning. As part of that discussion, the idea to include a conversation around racial justice issues was introduced by the PSB K-12 Wellness Education Coordinator as a way to address the "elephant in the room." The annual AWARE Intro letter was jointly updated to include that conversation, as well as include COVID resources for families.

Together, the PSB and the Brookline Police Department (BPD) acknowledged the importance of being sensitive to all that has transpired since last May and agreed that, although racial justice is not part of the AWARE curriculum, it would be reasonable to expect that students would have questions and concerns about police and policing in America. It was important to share the SROs willingness to answer questions and engage in conversations around concerns students would have because the SROs share in those concerns.

That portion of the letter read: "this year AWARE Officers will also discuss issues of racial justice, policing in America and community-police relations in Brookline. We are sure your children have many questions about policing, and we are prepared to have some difficult and candid discussions around the events we have all witnessed in America this past year." These letters were distributed to parents of 6th, 7th, and 8th graders, as is done each year prior to the start of AWARE classes, along with a link to a Google form where parents could provide feedback and/or ask questions.

Are Brookline SROs responsible for the "School to Prison Pipeline"?

No.

This does not happen in Brookline. In fact, in Brookline, our SROs have NEVER arrested a student in the performance of their SRO duties. The goal of the SRO program is to divert youth away from the criminal justice system by using: (1) their deep understanding of the various resources available to assist youth and their families in Brookline; (2) their knowledge of juvenile justice laws and systems; (3) their ability and authority to exercise diversion options, and 4) the strong relationships they've built with partners in the schools, the courts, the mental health system, Teen Center, etc. that enable them to work out alternatives for youth. Equally important, the training that SROs are given in child development enables them to understand the variations in adolescent functioning and not view all problematic youthful behaviors as criminal.

On a regular basis, the SROs work closely with school staff and students (and their families) to ensure the most positive outcomes and to prevent students from entering into the criminal justice system. Our goal is to work with all parties involved to prevent relatively minor issues from developing into larger issues, or even criminal matters. For example, often SROs are asked to speak with students or groups of students whose online behavior (on platforms like Snapchat, TicTok, Musicly, chat rooms in various online games and social media apps that attract adult predators) are bordering on inappropriate and could potentially lead to victimization or criminal acts (bullying, sexting/dissemination of pornographic material, etc.).

Currently, SROs are available to students, families, and staff as they are needed (basically on call) and the schools can rest assured they will have trained, trusted and familiar faces coming in to assist with difficult situations. Our SROs are regularly contacted after hours by school staff and families to assist and/or provide guidance.

Without dedicated SROs, calls involving youth would be serviced by route officers in Patrol who have rotating schedules and assignments. Patrol officers generally do not have the flexibly in their daily schedules to fully invest in each situation or the specialized training, preexisting

relationships with staff or familiarity with the complexity of juvenile issues that the SROs have to do so effectively. Because of this, route officers also do not have the authority to exercise the level of discretion that our SROs have. Without the specialized training (including training in teenage developmental stages), knowledge, relationships and understanding of the juvenile justice system that SROs bring, we may see more youth ending up in the criminal justice system.

For example, this spring, a student attacked a teacher, causing a laceration on the teacher's face requiring stitches. The student left the building and staff immediately contacted SRO Connelly. SRO Connelly worked with staff to ensure their safety (two teachers were assaulted, but only one required medical attention). She was then able to initiate contact with the student by phone, ensure he was safe, and engage in a conversation with him about his actions. Meanwhile, a Walk and Talk Officer who had been working with the student's mother in the days leading up to the assault, reached out to the mother. The SRO and the Walk and Talk Officer, in consultation with the teacher and mother, counseled the student and informed him that he would be summoned to court for the assault and battery with a dangerous weapon with the goal of getting him needed help.

Had the SRO position not existed, an officer from patrol who was unfamiliar with this youth, the teachers, and the mother, would have likely arrested the student. SRO Connelly in this case PREVENTED the school to prison pipeline. In fact, because of the available resources that the SRO brings, no student has been arrested by the BHS SRO. There have been numerous cases of diversion, mediation and court involvement with the goal of services and not criminal justice punishment.

Situations like this one with such a level of violence, thankfully, are rare. Situations in which our SRO works with students, staff and families are not - those are daily occurrences. SRO Conneely is part of the safety net for our struggling study body and students choose to seek out her counsel, support, and mentorship.

Aren't SRO intimidating to kids?

All of our SROs are highly trained, community policing minded officers who are parents themselves (in fact, between them, they have more than 10 children of their own). They are professionally trained in how best to interact with children and youth, including those who are in crisis, have developmental disabilities, struggle with substance misuse or abuse, have been victims, etc. Our SROs are introduced to students often long before the AWARE curriculum is delivered in 6th grade. Classroom visits always include an introduction to the police uniform and equipment – which does include their firearm. Outside of these classroom visits, or an incident, students are not required to engage with officers. Yet, on a daily basis, many high schoolers "choose" to visit our BHS SRO in her office.

There have been questions about the SROs being armed. Police in America are armed. It is the practice in America that police carry guns and consequently there is an expectation that officers can and will respond to the highest levels of threats which may occur (including in the school building, on route to/from school, etc.). There is also an understanding among those wishing to cause harm that police are armed and capable of protecting the public, including school children,

which has a deterrent effect. This practice brings with it the responsibility for police officers to constantly train in the use of their weapons and to know how to avoid unnecessary use and misuse of it. Because of their extensive training in firearms as well as de-escalation, Brookline Police almost never use their firearms (in fact, there has not been a fatal shooting in Brookline in over 50 years). Having said that, our officers, including SROs, continue to carry firearms in the course of their duties. Each of our SROs are also members of the BPD's Training Division, and two are state certified instructors (through the MPTC) in firearms safety and de-escalation techniques.

Our SROs wear what is called a "soft uniform," which consists of a polo shirt with their name embroidered and navy-blue khakis. This uniform is designed to make them more approachable and provide greater functionality to the work they perform – like sitting down on the floor reading a book with students, sitting at a youth-sized cafeteria table chatting with kids during lunch, or joining in during a gym class or after school pick-up basketball game. Our comfort dog, Bear, who is partners with an SRO Katie, spends time visiting students and staff at schools and they are frequently invited to help calm kids during stressful times – like mid-terms/finals, during times of loss within the school community, following national tragedies, or even when a child or staff is feeling out of sorts.

With the removal of the SROs from the schools, students will lose an additional valuable resource and trusted adult with whom they can discuss difficult situations they may encounter in their increasingly complex lives (i.e. vaping, marijuana, bullying/cyberbullying, sexting, unhealthy relationships). They also lose the value of developing these early relationships and the establishment of trust and that could have negative long term impacts. Youth who don't experience positive, healthy and supportive interactions with police in their youth may carry a sense of fear into adulthood which may prevent them from seeking assistance when they need it, feeling apprehensive when they have casual or transactional interactions with law enforcement, or even displaying a level of fear that is misinterpreted as suspicious or unstable by officers who have not had the training provided by the BPD.

The SROs are constantly working on developing stronger relationships with the students and school administration to assist students and provide the safest school environment possible. SROs ensure that lines of communication between the BPS and BPD remain open at all hours. We saw the benefit of this program during the most recent COVID crisis. While the schools were teaching remote, the SROs were in continuous contact with the schools and offering services to families that needed it.

SROs also assist the schools with extra-curricular activities, for example open houses at the schools, graduations, RAFT dances, and field trips. Every summer the SROs host 20 rising 7th graders in a weeklong program. Throughout the week, students engage in team building exercises, problem solving activities, and educational presentations.

History of the SRO program

The BPD has a long history of working with the PSB to support students and to work collaboratively to ensure positive outcomes for our youth. From the early days of the DARE program to the BHS Citizen Police Academy to coaching sports and teaching in Health classes, the BPD has been an important part of the education of students and other youth in Brookline for more than three decades. Currently, there are four officers assigned to work with the schools. They have been called different things over the years – safety officers, DARE officers, AWARE officers – but none fully encapsulated what it is they do. When the High School SRO position was created in the spring of 2019, the BPD renamed the other school officers also as SROs – School Resource Officers – because that is what they are - a resource. They do not just teach classes, they are a robust part of the school community who can bring additional services, perspective, and knowledge to a myriad of issues faced by students and staff.

Is the effort to remove SROs from the schools the result of an "incident" they were involved in?

No. There was no incident involving the SROs prior to this current discussion. The effort to remove the SROs has been initiated as part of an effort to re-imagine policing in Brookline following the death of George Floyd and other people of color at the hands of police across America.

The Brookline Select Board Committee on Policing Reforms reviewed the work of the SROs, heard from district leaders and staff, students, families, the METCO director, etc. and compiled a comprehensive list of reforms to improve and strengthen the SRO program and to address concerns which have been raised about potential issues with having officers as part of the school community, including additional transparency and public outreach, increased communication and collaboration with the School Superintendent and School Committee, more specific job descriptions of their roles and responsibilities and participating in professional development with teachers.

Is there a financial impact to removing the SROs from the schools?

Yes. Removing the SROs will have significant impacts on the school community and budget. The SROs are an integral part of the safety net for youth in Brookline and provide many services at zero cost to the PSB – from hours teaching in the classroom, to assisting with school events, to staffing traffic posts, to working with families and students after school and on weekends, to being a constantly available resource to support school leadership in addressing various situations.

The PSB would now be responsible for training teachers in the topics currently taught exclusively by the SROs and to field the myriad of questions they are asked by staff, students and families regarding issues such as cyber bullying, dating violence, consensual sex/age of consent, etc. Additionally, the time which the SROs relieves teachers from classroom obligations is lost, time during which teachers can do lesson planning, grading papers, collaborative work with peers, etc.

The removal of SROs from the schools because of a belief that the SROs presence make students, particularly students of color, feel intimidated is also a reason to eliminate the many traffic posts that officers staff outside elementary schools and the BHS at the beginning and ending of every school day. Providing safe replacements for these officers would place a heavy burden on the PSB's budget.

New Common Victualler / Entertainment/ Outdoor seating

Applicant: NZ RFIC JFK, LLC.
DBA: Far Out Ice Cream
Location: 419 Harvard Street, Brookline. Ma 02446

Application Details:

Question of approving the application of a new Common Victualler for NZ RFIC JFK, LLC d/b/a Far Out Ice Cream at 419 Harvard Street. Hours of operation will be Sunday – Saturday 11:00 am to 10:00 pm. Seating will consist of 12 inside seats and 16 outside seats.

Question of approving the application of a new entertainment for NZ RFIC JFK, LLC d/b/a Far Out Ice Cream at 419 Harvard Street. Entertainment will consist of radio and recorded music Monday –Saturday 12:00 pm to 9:00 pm.

Reports (Attached):

Health Department (Approved)
Building Department (Approved)
Police Department (Approved)
Fire Department (Approved)
DPW (Pending)

Checklist for Common Victualler w/o Alcohol

- ☑ Common Victualler Application
- ☑ Description of Operations
- ☑ Copy of menu
- ☑ Vote of Corporation
- ☑ Litter Letter
- ☑ Delivery description
- ☑ Renovation Form
- ☑ License Interview Form
- ☑ State Tax Verification Form
- ☑ Three letters of reference
- ☑ A set of: a description, illustration, and/or detailed plans
- ☑ Legal Right to Occupy, a lease or deed
- ☐ Business Certificate (Town Clerk's Office)
- ☑ General Liability Insurance Certificate (required prior to opening)
- ☐ Certificate of Occupancy, Use, or Inspection (required prior to opening)
- ☑ Workers' Compensation Form (required prior to opening)
- ☑ Entertainment Application
- ☑ Outdoor Seating Application

- ☑ Report from Brookline Police
- ☑ Report from Building
- ☑ Report from Fire
- ☑ Report from Health
- ☒ DPW (Outside seating only)

Revised May 18, 2021

TOWN OF BROOKLINE
DEPARTMENT OF PUBLIC HEALTH
11 Pierce Street, Brookline, Massachusetts, 02445
Telephone: (617) 730-2300 Facsimile: (617) 730-2296
Website: www.brooklinema.gov

Our vision is an inclusive community that is healthy, safe, connected & equitable for all!

Dr. Swannie Jett, DrPH, MSc
Director of Public Health
& Human Services

BROOKLINE DEPARTMENT OF PUBLIC HEALTH
M E M O R A N D U M

To: Melvin Kleckner,
Town Administrator
for the Select Board

From: Dr. Swannie Jett, SJ
Director of Public Health and Human Services

Date: June 9, 2021
Re: Far Out Ice Cream
419 Harvard St
NZ RFIC JFK, LLC, Applicant

Please be advised that this Department has reviewed the application and plans for the above noted establishment. The Department of Public Health has no objection to the issuance of a Food Vendor/Entertainment/Outdoor Seating license.

This recommendation is under the following conditions:

- The operator must comply with the Restaurant Health and Safety Standards outlined in the State's Reopening Plan.
- The establishment is renovated to comply with Health Code requirements.
- The operator maintains Food Safety and Allergy Awareness Certification

- An odor control system should be installed and maintained to prevent excessive cooking odors should the Department receive valid nuisance complaints.

- The establishment receives a pre-operational inspection before the license is released.

- All approved outdoor seating must be posted "No Smoking" as required by Town By-Law.

- All required applications and fees are submitted to Department as required.

- The establishment must comply with the Town By-Laws on the use of artificial Trans-Fats, Polystyrene and Offering Public Water.

S:food SelectBoard/FarOutIceCreamCV-ENT-ODS2021

BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

SUPT. MARK P. MORGAN
ACTING CHIEF OF POLICE

Sergeant David Hill
Patrol Supervisor
Brookline Police Dept.
617-730-2654
dhill@brooklinema.gov

June 2, 2021

TO: Superintendent Morgan

RE: Common Victualler License – Far Out Ice Cream

Sir,

I received a memorandum from Town Hall regarding a request by Andrew Beja and August Radbill on behalf of NZ RFIC JFK, LLC for a new Common Victualler License at 419 Harvard St. This location was previously occupied by 4A Coffee. The new establishment will be doing business as *Far Out Ice Cream* with a menu consisting of ice cream, coffee, and baked goods. Business hours will be 11:00AM to 10:00PM seven days a week. The location is being renovated, and the existing space appears sufficient for the requested indoor seating capacity of 12. There is a request for an outdoor seating capacity of 16, with 7 tables set on Harvard St and Fuller St at the building façade. This request is consistent with neighboring businesses in JFK Crossing, and should be in compliance with regulations concerning sidewalk obstructions. There will not be alcohol on the premises.

The applicants appear to have previously held Common Victualler licenses in other parts of the state. Their application includes references from individuals that know them both personally and professionally, and there have been no documented interactions with this police department. I find no public safety reasons to deny this license.

Included in this application is a request for an entertainment license for radio and taped music, Monday through Saturday from 12:00PM to 9:00PM. I have no objections to this request.

Respectfully submitted,

Sgt. David Hill S·14

Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ❖ Facsimile (617) 730-8454

TOWN of BROOKLINE
Massachusetts

BUILDING DEPARTMENT

Daniel F. Bennett
Building Commissioner

INTEROFFICE MEMORANDUM

Date: May 25, 2021

To: Melvin Kleckner
Town Administrator

From: Daniel Bennett
Building Commissioner

Re: **419 Harvard Street** – Application from NZ RFIC JFK, LLC., d/b/a Far Out Ice Cream, Andrew Beja, CEO, to temporarily extend licensed premises for Facade seating to December 31, 2021 (application dated March 31, 2021).

The request is for 7 tables with 16 seats at the building façade along Harvard St. and Fuller St. The applicant has indicated they are proposing no outdoor seating elements.

The applicant must maintain a minimum 4 ft. clear continuous unobstructed path of travel on the sidewalk and access to seating per MAAB/ADA. Restaurants are responsible to take down tents, canopies, umbrellas and secure loose items in advance of weather incidents.

The applicant shall maintain a free and unobstructed path of egress at the main entrance. The applicant is reminded that adding outdoor seating elements not part of this application, will require an amendment to the outdoor seating license and may require permits and approvals from various Town agencies prior to installation. The applicant is encouraged to contact the Building Department if they have any questions.

The Building Department has no objection with the application from from NZ RFIC JFK, LLC., d/b/a Far Out Ice Cream, Andrew Beja, CEO, to temporarily extend licensed premises for Facade seating to December 31, 2021 for 7 tables with 16 seats at the building façade along Harvard St. and Fuller St.

333 Washington Street, Brookline, Massachusetts 02445
Tel: (617) 730-2100 Fax: (617) 739-7542
www.brooklinema.gov

TOWN of BROOKLINE

Massachusetts

BUILDING DEPARTMENT

Daniel F. Bennett
Building Commissioner

INTEROFFICE MEMORANDUM

Date: May 25, 2021

To: Melvin Kleckner
Town Administrator

From: Daniel Bennett
Building Commissioner

Re: **419 Harvard Street** – Application from NZ RFIC JFK, LLC., d/b/a Far Out Ice Cream, Andrew Beja, CEO, for a Common Victualler and Entertainment (Radio & Taped Music) License with a seating capacity of 12 and operating hours of Sunday- Saturday 11am-10pm (Your memo dated May 21, 2021).

The subject premises is located in a L-1.0 (Local) Business District and the use of the premises as a restaurant of less than 5,000 sf is permitted by right under Section 4.30, Use #30, of the Town of Brookline Zoning By Law. The premises conforms to the pertinent provisions of the State Building Code for use as a restaurant with a maximum seating capacity of 12.

The applicant is reminded that any change in signage will require review by the Planning Board and a sign permit from this office. It should also be noted that all building, plumbing, gasfitting, wiring and mechanical work requires permits from the Building Department.

If an odor problem occurs as a result of this use, an odor/exhaust control system designed and stamped by a registered professional engineer must be installed with a maintenance and cleaning schedule submitted to the Building Department.

The Building Department has no objection with the application from NZ RFIC JFK, LLC., d/b/a Far Out Ice Cream, Andrew Beja, CEO, for a Common Victualler and Entertainment (Radio & Taped Music) License with a seating capacity of 12 and operating hours of Sunday- Saturday 11am-10pm

333 Washington Street, Brookline, Massachusetts 02445
Tel: (617) 730-2100 Fax: (617) 739-7542
www.brooklinema.gov

Tiffany Souza

From: David A Randolph
Sent: Monday, May 24, 2021 9:28 AM
To: Tiffany Souza
Subject: Re: Request for Report - Far Out Ice Cream

Hi Tiffany,

The Fire Department has no issues with the Common Victuallar license for ***Far Out Ice Cream***- 419 Harvard St.

Sincerely,

David Randolph
Deputy Chief
Fire Prevention Division
Brookline Fire Department
(617) 730-2266 (o)
http://www.brooklinema.gov/fireprevention

From: Tiffany Souza <tsouza@brooklinema.gov>
Sent: Friday, May 21, 2021 12:59 PM
To: Dai Nguyen <dnguyen@brooklinema.gov>; Dan Bennett <dbennett@brooklinema.gov>; David Hill <dhill@brooklinema.gov>; David A Randolph <drandolph@brooklinema.gov>; Jasmine Stokes <jstokes@brooklinema.gov>; Kristen Curtis <kcurtis@brooklinema.gov>; Mark Morgan <mmorgan@brooklinema.gov>; Swannie Jett <sjett@brooklinema.gov>; Tiffany Souza <tsouza@brooklinema.gov>; Todd Kirrane <tkirrane@brooklinema.gov>
Subject: Request for Report - Far Out Ice Cream

Tiffany Souza

Administrative Assistant – Licensing

Town of Brookline | Select Board's Office
333 Washington Street, 6th FL
Brookline, MA 02445-6853
☎: (617) 730-2203 | 🖷: (617) 730-2054

OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

APPLICATION FOR
COMMON VICTUALLER LICENSE

DATE: MAY 18, 2021

LOCATION: 419 HARVARD ST.

APPLICANT: NZ RFIC JFK LLC

INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: FAR OUT ICE CREAM

BUSINESS OWNERSHIP- INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:

ANDREW BEJA CEO DREW@FAROUTICECREAM.COM

NAME TITLE EMAIL ADDRESS

[redacted]

TELEPHONE # ADDRESS

AUGUST RADBILL PRESIDENT AUGUST@FAROUTICECREAM.COM

NAME TITLE EMAIL ADDRESS

[redacted]

TELEPHONE # ADDRESS

NAME TITLE EMAIL ADDRESS

TELEPHONE # ADDRESS

HAVE YOU PREVIOUSLY HELD A COMMON VICTUALLER LICENSE IN BROOKLINE/ELSEWHERE? YES
IF YES, LOCATION: AND DATES: HULL, MA JUNE 2020-OCTOBER 2020

IF NOT, DO YOU HAVE PRIOR EXPERIENCE IN THE FOOD SERVICE BUSINESS: N/A
IF YES, LOCATION: AND DATES N/A

HOURS OF OPERATION FOR FOOD SERVICE:

DAYS: 7 DAYS/WEEK HOURS: 11 AM - 10 PM

DAYS: HOURS:

DAYS: HOURS:

HOURS OF OPERATION FOR ALCOHOLIC BEVERAGES SERVICE: (If applicable)

DAYS: HOURS:

DAYS: N/A HOURS:

DAYS: HOURS:

PLEASE NOTE:

THE TOWN'S PREPARED FOOD SALES REGULATIONS SET THE PERMISSIBLE HOURS OF FOOD SALES.

MENU: (GENERAL TYPE OF FOOD SERVED)

ICE CREAM, COFFEE, BAKED GOODS

FLOOR SPACE SQ. FT. 1085

BYOB: Will you permit patrons to bring their own alcoholic beverages onto the premises? NO
(If yes, please be aware of applicable Town regulations governing BYOB.)

SEATING CAPACITY: INSIDE: 12 OUTSIDE: 16

Outside seating only applicable for 6 months from April 15th – October 15th.

(Please attach plan showing location and layout of outdoor seating.)

If outdoor seating is proposed to be located on any portion of the public sidewalk that is Town property, this application must be accompanied by proof that the applicant has secured, and that there is in effect during the period of time for which there will be outdoor seating, a general liability policy naming the Town as an additional insured in a minimum amount of $250,000.00/$500,000.00.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with use by the applicant of the Town's portion of a public sidewalk. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's sidewalk resulting from the applicant's use of it, and agrees to indemnify the Town for any expenses the Town incurs in restoring the Town's sidewalk to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).

Applicant agrees to outside seating terms and conditions: YES

NUMBER OF BATHROOMS : EMPLOYEE: 1 PUBLIC: 1 ADA

NUMBER OF PARKING SPACES (IF ANY): 1

NUMBER OF EMPLOYEES: 8

All Common Victualler Licenses are issued subject to and conditioned on the licensee's compliance with Massachusetts General Laws Chapter 140, Section 2 et seq., Article 8.10 of the TownBy-Laws, and the Town's Prepared Food Sales Regulations.

Application Agrees to terms and conditions YES

APPLICANT SIGNATURE TITLE: CEO PHONE# 617.680.8662

EMAIL ADDRESS DREW@FAROUTICECREAM.COM

VOTE OF CORPORATION

DATE: MAY 14, 2021

AT A MEETING OF THE BOARD OF DIRECTORS OF NZ RFIC JFK LLC

HELD AT: [redacted] ON: MAY 14, 2021 AT 11:15 AM

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

COMMON VICTUALLER LICENSE

(TYPE OF LICENSE)

FOR THE YEAR 2021 TO BE EXERCISED ON THE PREMISES LOCATED AT

419 HARVARD STREET

VOTED: TO AUTHORIZE ANDREW BEJA TO SIGN

THE APPLICATION FOR THE LICENSES IN THE NAME OF NZ RFIC JFK

AND TO EXECUITE ON ITS BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE GRANTING OF THE LICENSE.

THIS CORPORATION HAS _____ BEEN RESOLVED.

A TRUE COPY

ATTEST: _____

CLERK

RENOVATION FORM

IF RENOVATIONS ARE BEING MADE TO LOCATION: PLEASE DESCRIBE IN DETAIL WHAT RENOVATIONS WILL BE MADE, DATE AND SIGN BELOW.

(1) A COMPLETE GUT OF THE PREMISES (FORMER LOCATION OF 4A COFFEE), EXCEPT FOR THE EMPLOYEE BATHROOM, WHICH WILL BE UPDATED. CONSTRUCTION OF COUNTERS

(2) FOR THE SALE OF ICE CREAM, AS PER THE ATTACHED DRAWINGS. INCLUDED ARE SIGNAGE AND FACADE ALTERATIONS, WHICH WERE

(3) APPROVED BY THE PLANNING BOARD ON APRIL 28, 2021

(4)

(5)

(6)

DATE: 5/16/21 SIGNATURE OF APPLICANT:

(PLEASE SUBMIT A SET OF PLANS)

LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: COMMON VICTUALLER

NAME: ANDREW BEJA, CEO

ADDRESS: [redacted]

EMAIL ADDRESS: DREW@FAROUTICECREAM.COM

PHONE #: 617-680-8662

PLACE OF BIRTH: COLUMBUS, OHIO

FATHER'S NAME: MORRIS BEJA MOTHER'S MAIDEN NAME: FRIEDMAN

ARE YOU A CITIZEN? YES ☑ NO ☐ ALIEN CARD #

ARE YOU A VETERAN: YES ☐ NO ☑

RESIDENCES FOR LAST FIVE YEARS

DATE: 2015 – 2021 LOCATION: [redacted]

DATE: LOCATION:

DATE: LOCATION:

DATE: LOCATION:

DATE: LOCATION:

EDUCATION

DATE: 1984 **LOCATION:** MIAMI UNIVERSITY, OHIO

DATE: **LOCATION:**

DATE: **LOCATION:**

DATE: **LOCATION:**

EMPLOYMENT HISTORY

DATE: 12/2011 → NOW **LOCATION:** GRANAHAN INVEST **POSITION** PORTFOLIO MANAGER

DATE: 2000 → 2011 **LOCATION:** LEE MUNDER CAP. **POSITION** MD & PORTFOLIO MGR

DATE: 1996 → 2000 **LOCATION:** STANDISH **POSITION** PORTFOLIO MGR

DATE: 1985 → 1996 **LOCATION:** ADVEST **POSITION** ANALYST

DATE: **LOCATION:** **POSITION**

SIGNATURE: **DATE:**

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

STATE TAX VERIFICATION FORM

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

_____ _____

*Signature of Individual By: Corporate Officer

[redacted] Andrew C Beja

** Social Security #

Voluntary or Federal ID #

*This license will not be issued unless this certification clause is signed by the applicant.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.

OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

Certificate of Occupancy or Certificate of Use Agreement

All new establishments, pursuant to780 CMR The Massachusetts State Building Code Section R110.0 or 111.0 as amended, are required to obtain a Certificate of Occupancy or Certificate of Use from the Building Department.

After the Select Board approval, prior to the start of business, a Certificate of Occupancy or Certificate of Use must be provided to the Select Board's Office to be filed with the application.

With the submittal of the Certificate of Occupancy or Certificate of Use you will then, and only then, be issued the license(s) associated with your establishment. These licenses are required to be in your possession prior to your establishment being open to the public.

Operating an establishment without proper licensing and/or Certificate may result in fines and possibly closure of the establishment until you have been cleared, by departmental approval, to open.

Any questions or concerns in regards to obtaining a Certificate of Occupancy or Certificate of Use can be answered at the Brookline Building Department 617-730-2100.

Application Agrees to terms and conditions:

APPLICANT SIGNATURE _____ TITLE: CEO

PHONE#: 617- 680-8662 EMAIL ADDRESS: DREW@FAROUTICECREAM.COM

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information **Please Print Legibly**

Business/Organization Name: NZ RFIC JFK LLC

Address: [redacted]

City/State/Zip: [redacted] Phone #: 617-680-8662

Are you an employer? Check the appropriate box:

1. ☒ I am a employer with 3 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: LIBERTY MUTUAL FIRE INSURANCE COMPANY

Insurer's Address: PO BOX 66400 LONDON KY 40742-6400

City/State/Zip:

Policy # or Self-ins. Lic. # WC2-31S-624615-010 Expiration Date: 6/30/2022

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

Failure to secure coverage as required under Section 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: Date: MAY 14, 2021

Phone #: 617 680 8662

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

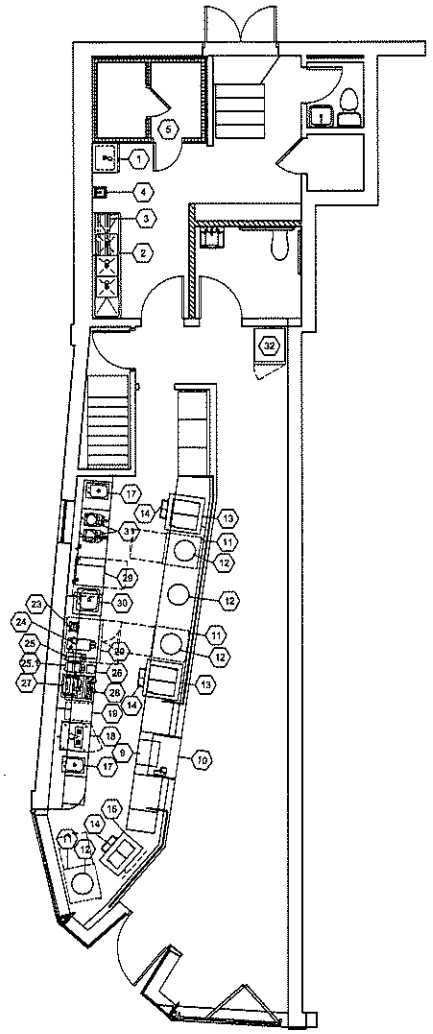
City or Town: **Permit/License #**

Issuing Authority (circle one):
1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other

Contact Person: **Phone #:**

EQUIPMENT SCHEDULE

ITEM NO	QTY	EQUIPMENT CATEGORY	AMPS	KW	HP	VOLTS	PHASE	DIRECT	PLUG	NEMA	ELECTRICAL AFF (IN)	COLD WATER SIZE (IN)	COLD WATER AFF (IN)	HOT WATER SIZE (IN)	HOT WATER AFF (IN)	DIRECT DRAIN SIZE (IN)	DIRECT DRAIN AFF (IN)	INDIR DRAIN SIZE (IN)	GAS SIZE (IN)	MBTUH	GAS AFF (IN)	EQUIPMENT REMARKS
1	1	MOP SINK STORAGE CABINET	–	–	–	–	–	–	–	–	–	1/2	16	1/2	16	2	–	–	–	–	–	–
2	1	THREE (3) COMPARTMENT SINK	–	–	–	–	–	–	–	–	–	1/2	16	1/2	16	(3)2	–	–	–	–	–	–
3	1	SHELF, DRAINAGE	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
4	1	SINK, HAND, WALL MOUNT	–	–	–	–	–	–	–	–	–	1/2	16	1/2	16	1-1/2	14	–	–	–	–	–
5	1	WALK IN COOLER/FREEZER COMBO	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	REFERENCE AP SHOPS FOR REQUIREMENTS
6	1	WALK IN COOLER/FREEZER MECHANICALS	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	REFERENCE AP SHOPS FOR REQUIREMENTS
7	1	COOLER/FREEZER SHELVING UNITS	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
8	1	SPARE NUMBER	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
9	1	DISPLAY CASE, PASTRY, COUNTERTOP	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
10	1	REFRIDERATED SELF-SERVICE COUNTER CASE	12.0	1.0	–	120	1	–	X	5-15P	12	–	–	–	–	–	–	–	–	–	–	–
11	4	UNDERCOUNTER FREEZER DRAWER	1.7	–	1/4	115	1	–	X	5-15P	12	–	–	–	–	–	–	–	–	–	–	–
12	4	LITTLE JEM MACHINE (NIC)	15.0	1.3	–	115	1	–	X	5-15P	–	–	–	–	–	–	–	–	–	–	–	NIC-VERIFY UTILITIES
13	2	ICE CREAM DIPPING CABINET	2.7	–	1/4	115	1	–	X	5-15P	12	–	–	–	–	–	–	–	–	–	–	–
14	3	DIPPERWELL SERVICE UTENSIL HOLDER	3.3	–	–	120	1	–	X	5-15P	12	–	–	–	–	–	–	–	–	–	–	–
15	1	SPARE NUMBER	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
16	1	ICE CREAM DIPPING CABINET	2.1	–	1/4	115	1	–	X	5-15P	12	–	–	–	–	–	–	–	–	–	–	–
17	2	HAND SINK, DROP-IN	–	–	–	–	–	–	–	–	–	1/2	16	1/2	16	1-1/2	14	–	–	–	–	–
18	1	NITRO COFFEE KEDERATOR (NIC)	5.0	–	–	120	1	–	X	5-15P	12	–	–	–	–	–	–	–	–	–	–	NIC-VERIFY UTILITIES
19	1	ICE MAKER, NUGGET STYLE	5.0	–	–	115	1	–	–	–	12	1/4	16	–	–	–	–	5/8	–	–	–	–
20	1	REFRIDERATOR, UNDERCOUNTER	2.5	–	1/5	115	1	–	X	5-15P	12	–	–	–	–	–	–	–	–	–	–	–
21-22	1	SPARE NUMBER	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
23	1	BLENDER, BAR	15.0	–	3	120	1	–	X	5-15P	48	–	–	–	–	–	–	–	–	–	–	2 INDEPENDENT MOTORS; 1 PLUG
24	1	COFFEE BREWER (NIC)	–	–	–	120	1	–	–	–	–	3/8	–	–	–	–	–	–	–	–	–	NIC-VERIFY UTILITIES. CW VIA FILTER BY OWNER
25	1	COFFEE GRINDER (NIC)	–	–	–	120	1	–	X	5-15P	–	–	–	–	–	–	–	–	–	–	–	NIC-VERIFY UTILITIES
25.1	1	ESPRESSO GRINDER (NIC)	–	–	–	120	1	–	X	5-15P	–	–	–	–	–	–	–	–	–	–	–	NIC-VERIFY UTILITIES
26	1	KNOCK BOX	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
27	1	ESPRESSO CAPPUCCINO MACHINE (NIC)	–	–	–	220	1	–	–	–	–	3/8	–	–	–	–	–	–	–	–	–	NIC-VERIFY UTILITIES. CW VIA FILTER BY OWNER
28	1	DRIP PAN, GLASS RINSER	–	–	–	–	–	–	–	–	–	1/2	16	–	–	–	–	1/2	–	–	–	–
29	1	WAREWASHER, UNDERCOUNTER	36.0	8.0	1.0	208-240	1	X	–	–	12	–	–	1/2	16	–	–	5/8	–	–	–	–
30	1	UTILITY SINK, DROP-IN	–	–	–	–	–	–	–	–	–	1/2	16	1/2	16	–	–	1-1/2	–	–	–	–
31	2	WAFFLE CONE MAKER	–	1.2	–	120	1	–	X	5-15P	48	–	–	–	–	–	–	–	–	–	–	–
32	1	DISPLAY CASE, FROZEN	9.5	–	–	115	1	–	X	5-15P	12	–	–	–	–	–	–	–	–	–	–	–



NOTE: UTILITIES FOR ALL EQUIPMENT NOT PROVIDED BY KEC NEED TO BE VERIFIED BY CONTRACTOR.

NOTE: NOT FOR CONSTRUCTION, FOR REFERENCE ONLY.

GRAPHIC SCALES

1/4"=1'-0" 0 2' 4' 8' 12'

CHECK GRAPHIC SCALES BEFORE USING

PROJECT:
FAR OUT
BROOKLINE, MA

BOSTON SHOWCASE COMPANY
Since 1913
55 WINCHESTER STREET | NEWTON HIGHLANDS, MA 02461
617.965.1100 | TOLL FREE:800.422.5290 | FAX:617.965.6326
INFO@BOSTONSHOWCASE.COM | WWW.BOSTONSHOWCASE.COM

Rev. No.	Date	Description
1	5/13/21	REVISED LAYOUT
2	5/18/21	ADDED UTILITY MATRIX

Title: FOOD SERVICE EQUIPMENT LAYOUT & SCHEDULE

Date: 4/26/21 | Scale: 1/4"=1'-0" | Drawn: JLD | Checked:

JOB NUMBER:

DRAWING NUMBER: K-1

SHEET 1 of 3

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/16/2021

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 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
DEMPSEY INSURANCE AGENCY INC
BOX 308 145 RAILROAD AVENUE
NORWOOD MA 02062

CONTACT NAME: Patrick R Dempsey
PHONE (A/C, No, Ext): (781) 762-0042 FAX (A/C, No):
E-MAIL ADDRESS: patrick@demsure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LIBERTY MUTUAL FIRE INS CO	23035
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NZ RFIC LLC
DBA FAR OUT ICE CREAM
197 8TH ST 408
BOSTON MA 02129

COVERAGES CERTIFICATE NUMBER: 655838 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	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			N/A			EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			N/A			COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			N/A			EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N/A	N/A	WC231S624615010	06/30/2020	06/30/2021	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
				N/A				

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

Workers' Compensation benefits will be paid to Massachusetts employees only. Pursuant to Endorsement WC 20 03 06 B, no authorization is given to pay claims for benefits to employees in states other than Massachusetts if the insured hires, or has hired those employees outside of Massachusetts.

This certificate of insurance shows the policy in force on the date that this certificate was issued (unless the expiration date on the above policy precedes the issue date of this certificate of insurance). The status of this coverage can be monitored daily by accessing the Proof of Coverage - Coverage Verification Search tool at www.mass.gov/lwd/workers-compensation/investigations/.

CERTIFICATE HOLDER

Brookline
333 Washington Street
Brookline MA 02445

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
Daniel M. Crowley, CPCU, Vice President – Residual Market – WCRIBMA

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

Far Out Ice Cream | Description + Trash Plan

Description:

Far Out Ice Cream is a New Zealand style ice cream concept that its members are looking to make popular in the United States. New Zealand style ice cream is a delicious combination of frozen fruit and ice cream that gets blended together in a special machine made in NZ. The product is creamy, light, and colorful ice cream that is like nothing you have had before.

Last summer we opened a "Pop-up" on Nantasket Beach in Hull, MA where we developed a large following of loyal and wonderful customers. We had a good deal of success and felt like our time there warranted us to open a flagship store.

We searched for months relatively unsatisfied with the options that were presented to us, until we came across JFK corner in Brookline. We knew immediately that this was the perfect spot for our first store.

Far Out will be serving NZ style ice cream, milkshakes, coffee, and baked goods to the community of JFK corner. We plan to have indoor and outdoor seating and will provide a new public ADA bathroom for our great (future) customers. We are also sustainably focused. We will be putting in a new higher efficiency HVAC unit, added new higher efficiency windows, using the Brookline Opt-Up program for renewable energy, and of course using compostable serving ware.

Trash Plan:

FOIC takes cleanliness very seriously and views ourselves as stewards of the community. We will have a dedicated teammate survey the indoor and outdoor space every 30 minutes to clean up any residual trashed either caused by our patrons or within the vicinity of our location. We will actively be monitoring our outdoor trash receptacles to make sure they are clean and emptied frequently.

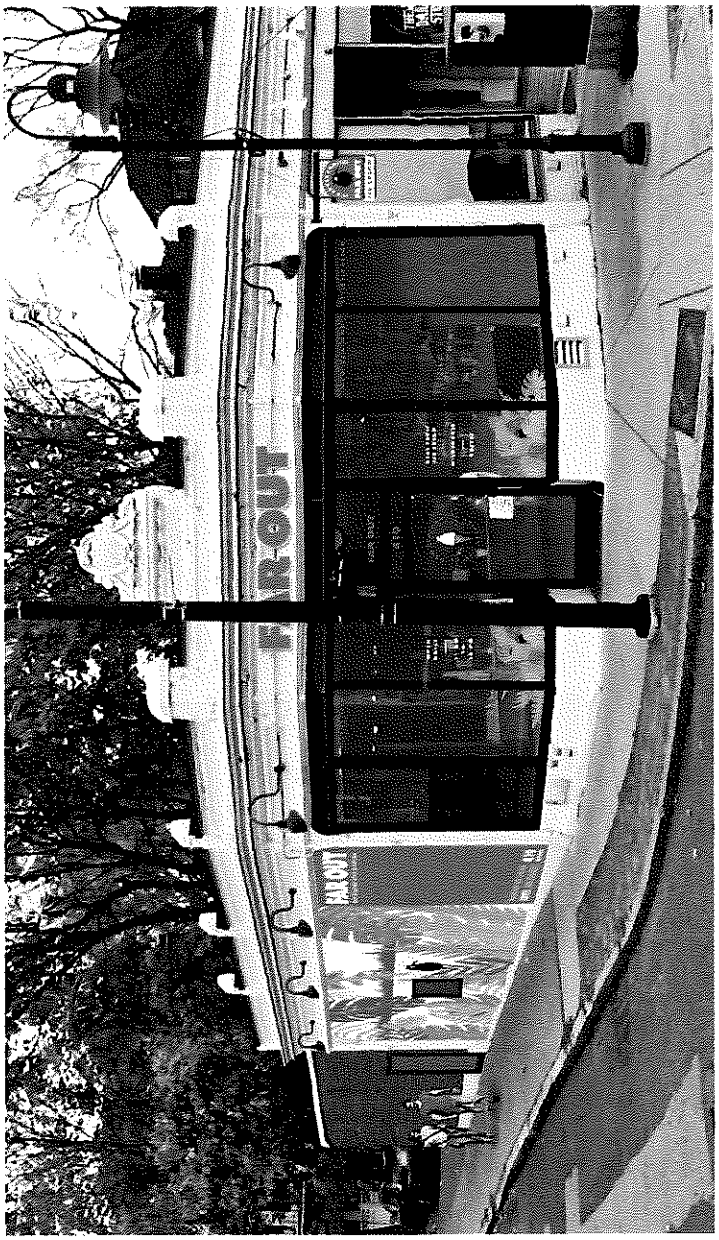
We will be partnering with RTS who will provide us with the appropriate dumpsters and systems to dispose of our trash responsibly. We plan to have them come twice a week (more if need be) to remove our rubbish.

Far Out Ice Cream - Coffee Menu
Coffee Based Drinks
Item
Drip Coffee
Cafe Au Lait
Red Eye
Iced Coffee
Cold Brew
Nitro Cold Brew
Cold Brew Float
Espresso Based Drinks
Item
Espresso (Short Black)
Long Black (Americano)
Flat White*
Caffe Latte*
Cappuccino*
Affogato
Mocha Latte
Seasonal Latte
Other
Item
Hot Chocolate
Flavor Syrups
Cold Brew Growler
Reusable Cups

Far Out Ice Cream - Ice Cream
RFIC (Vanilla or Chocolate / Dairy or Non-Dairy)
Item
Raspberry
Strawberry
Blueberry
Mango
Banana
Kookaberry
Flavor of the Month
Milkshakes
Item
Raspberry
Strawberry
Blueberry
Mango
Banana
Kookaberry
Flavor of the Month
Toppings
Item
Chocolate
Hokey Pokey
Other
Item
Waffle Cone
Water
Coconut Water
Kombucha
Cookies
Future Baked Good
Merch
T-Shirt
Hoodies
Mugs
Hats

FAR OUT

OVERVIEW

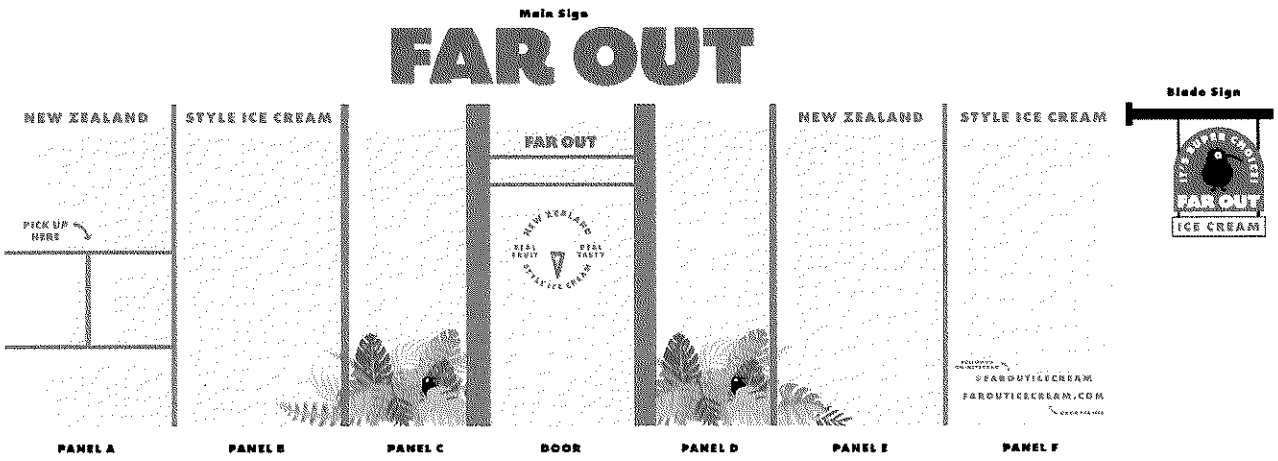


FAR OUT

MURAL OVERVIEW

FAR OUT

SIGNAGE BREAKDOWN



ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/14/2021

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
Kaplansky Insurance
253 Washington St
Weymouth MA 02188

CONTACT NAME:
PHONE (A/C, No, Ext): 781-331-5200 FAX (A/C, No): 781-340-1817
E-MAIL ADDRESS: certificates@kaplansky.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Mount Vernon Fire Insurance Company	
INSURER B : USLI -United States Liability Insurance	
INSURER C : Mapfre Commerce Insurance Company	34754
INSURER D :	
INSURER E :	
INSURER F :	

INSURED COCKLLC-01
Cocktails, LLC
c/o Jim Dentremont
5 Nanset Rd
Weymouth MA 02191

COVERAGES CERTIFICATE NUMBER: 781747906 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	X COMMERCIAL GENERAL LIABILITY			GL 2010506	3/7/2021	3/7/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X ** See Below						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			BDQC09	11/20/2020	11/20/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			XL 2560409	3/7/2021	3/7/2022	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $						Prod/CO Agg	$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Liquor Liability			LQ1003596	3/7/2021	3/7/2022	Per Person Limit Per Accident Limit Aggregate Limit	1,000,000 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
** Contractual Liability per general liability form CG0001 1207, liquor liability form CG0033 1207, LQ355MA 0710 and excess liability form XL MA 0720.
Classification limitation per L-232s 0905. Excess policy is excess over general liability only.
Liquor Liability Assault or Battery Sublimit per LQ357 0415:
Per Person $1,000,000
Per Accident $2,000,000

Operations: Catering and Bartending Services

See Attached...

CERTIFICATE HOLDER

Townof Brookline
333 Washington Street
Brookline MA 02445

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

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AGENCY CUSTOMER ID: COCKLLC-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Kaplansky Insurance	Cocktails, LLC c/o Jim Dentremont 5 Nanset Rd Weymouth MA 02191
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is included as an additional insured as respects general liability if required by written agreement with the insured per company form L-723 0209.
Certificate holder is included as additional insured with a waiver of subrogation as respects auto liability if required by written agreement with the insured per policy form CIC957 1006.

Re: For an event to take place at the Larz Anderson Auto Museum on Thursday, June 17, 2021.

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CERTIFIED

TiPS eTIPS On Premise 3.1

Issued: 3/7/2021 Expires: 3/7/2024

ID#: 5436463

Brendan Bonn
12 James St
Plainville, MA 02762-2105

For service visit us online at www.gettips.com

May 14, 2021

RE: Town of Brookline, Letter of Character Reference,
Common Victualler License Application

To Whom It May Concern,

I hereby represent that August Radbill is an upstanding citizen for whom I am happy to be a reference.

Please do not hesitate to reach out to me with any questions or concerns.

Sincerely,

Alex Ortega
Technical Support Engineer

401 1st st
Hoboken NJ, 07030

617-780-1666
aortega@jungroup.com
afortega28@gmail.com
LinkedIn: https://www.linkedin.com/in/alexanderfortega/

May 15, 2021

RE: Town of Brookline, Letter of Character Reference,
Common Victualler License Application

To Whom It May Concern,

I hereby represent that August Radbill is an upstanding citizen for whom I am happy to be a reference.

Please do not hesitate to reach out to me with any questions or concerns.

Sincerely,

Seamus McGrath

141 Far Fields Road,
Brewster MA 02631

508-736-5422
seamus.mcgrath90@gmail.com

May 14, 2021

RE: Town of Brookline, Letter of Character Reference,
Common Victualler License Application

To Whom It May Concern,

I hereby represent that August Radbill is an upstanding citizen for whom I am happy to be a reference.

Please do not hesitate to reach out to me with any questions or concerns.

Sincerely,

Desmond Pieri
Interim CEO

42 8th Street #3525
Charlestown, MA, 02129

781-223-8471
DesmondPieri@GMail.com
LinkedIn linkedin.com/in/desmondpieri

May 15, 2021

RE: Town of Brookline, Letter of Character Reference,
Common Victualler License Application

To Whom It May Concern,

I hereby represent that Andrew Beja is an upstanding citizen for whom I am happy to be a reference.

Please do not hesitate to reach out to me with any questions or concerns.

Sincerely,

Roger McDonald
781 301 1342
Roger.h.mcdonald@gmail.com

May 15, 2021

RE: Town of Brookline, Letter of Character Reference,
Common Victualler License Application

To Whom It May Concern,

I hereby represent that Andrew Beja is an upstanding citizen for whom I am happy to be a reference.

Please do not hesitate to reach out to me with any questions or concerns.

Sincerely,

Jules Pieri
197 8th St. #407
Charlestown, MA, 02129

781-248-3099
julespieri@gmail.com

May 14, 2021

RE: Town of Brookline, Letter of Character Reference,
Common Victualler License Application

To Whom It May Concern,

I hereby represent that Andrew Beja is an upstanding citizen for whom I am happy to be a reference.

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Sincerely,

Desmond Pieri
Interim CEO

42 8th Street #3525
Charlestown, MA, 02129

781-223-8471
DesmondPieri@GMail.com
LinkedIn linkedin.com/in/desmondpieri

MA SOC Filing Number: 202137117600 Date: 3/4/2021 5:41:00 PM

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $500.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Certificate of Organization
(General Laws, Chapter)

Identification Number: [redacted]

1. The exact name of the limited liability company is: NZ RFIC JFK LLC

2a. Location of its principal office:
No. and Street: [redacted]
City or Town: Zip: 02129 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:
No. and Street: [redacted]
City or Town: Zip: 02129 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
THE GENERAL CHARACTER OF THE COMPANY'S BUSINESS SHALL BE THE PRODUCTION, MANUFACTURING AND AND SALE OF ICE CREAM , OTHER FROZEN OR DESSERT PRODUCTS AND OTHER FOOD PRODUCTS AT WHOLESALE OR RETAIL AND THE OPERATION OF ONE OR MORE RETAIL SHOPS FOR THE SALE OF ICE CREAM, FROZEN AND DESSERT PRODUCTS AND OTHER FOOD PRODUCTS. THE COMPANY MAY ENGAGE IN ANY LAWFUL ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY ORGANIZED UNDER M.G.L. CHAPTER 156C MAY ENGAGE. THE COMPANY SHALL HAVE THE AUTHORITY TO DO ALL THINGS NECESSARY OR CONVENIENT TO ACCOMPLISH ITS PURPOSE. THE COMPANY MAY EXERCISE ALL POWERS ENUMERATED IN OR PERMITTED UNDER M.G.L. CHAPTER 156C NECESSARY, DESIRABLE APPROPRIATE OR CONVENIENT TO THE CONDUCT, PROMOTION OR ATTAINMENT OF THE BUSINESS OR PURPOSE SET FORTH HEREIN OR ANY OTHER PURPOSE OR BUSINESS PERMITTED TO BE CONDUCTED BY A MASSACHUSETTS LIMITED LIABILITY COMPANY, WITHOUT LIMITATION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: ANDREW BEJA
No. and Street: [redacted]
City or Town: Zip: 02129 Country: USA

I, ANDREW BEJA resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name	Address (no PO Box)

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
MANAGER	ANDREW BEJA	[redacted]

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	ANDREW BEJA	[redacted]

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ANDREW BEJA	[redacted]

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 4 Day of March, 2021,
ANDREW BEJA

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

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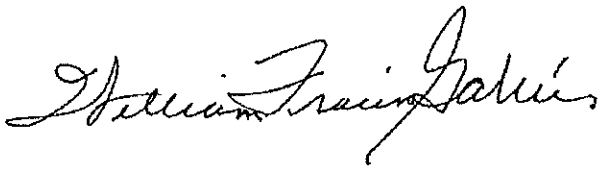
MA SOC Filing Number: 202137117600 Date: 3/4/2021 5:41:00 PM

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:

March 04, 2021 05:41 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Bk 39210 Pg30 #41576
03-30-2021 @ 01:07p

NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws Chapter 183, Section 4, notice is hereby given of the following Lease:

Landlord:	Harvard Street II, LLC, a Massachusetts limited liability company, having a principal office at 20 Gaines Road, Sharon, MA 02067
Tenant:	NZ RFIC JFK LLC, a Massachusetts limited liability company with an address of [redacted]
Date of Lease:	March 18, 2021
Premises:	Approximately 1,085 square feet of floor area on the street level and together with the lower level of the building at 419 Harvard Street, Brookline, Massachusetts and such appurtenant rights set forth in the Lease
Title:	Deed dated April 30, 2012 recorded at Norfolk County Registry of Deeds at Book 29968, Page 435
Commencement Date:	A date set forth in the Lease which shall be no later than July 15, 2021 except as set forth in the lease
Term:	Five (5) years
Options:	Tenant has two (2) options to extend the term of the lease each for an additional term of five (5) years.

[END OF PAGE - SIGNATURES ON NEXT PAGE]

WILLIAM P. O'DONNELL, REGISTER
NORFOLK COUNTY REGISTRY OF DEEDS
RECEIVED & RECORDED ELECTRONICALLY

Bk 39210 Pg31 #41576

WITNESS the execution hereof under seal this 15 day of March, 2021.

HARVARD STREET II, LLC

By: _____
Walter Gelerman

NZ RFIC JFK LLC

By: Andrew Beja
Title: Manager

The Commonwealth of Massachusetts
On this 15 day of March 20 21.
Walter Gelerman
personally appeared before me, and proved to me through satisfactory evidence of identification, which were MA Drivers License, to be the person whose name is signed on the preceding or attached document in my presence.

Notary Public
My Commission Expires _____

ANDREW CARL
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES
09/02/27

Bk 39210 Pg32 #41576

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS

On this 15 day of March, 2021, before me, the undersigned notary public, personally appeared the above-named Walter Gelerman, proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed the foregoing document voluntarily as authorized signatory for Harvard Street II, LLC, and for its stated purpose.

Notary Public
My commission expires:

ANDREW CARL
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES
09/02/27

COMMONWEALTH OF MASSACHUSETTS

Suffolk, SS

On this 11 day of March, 2021, before me, the undersigned notary public, personally appeared the above-named Andrew Beja, proved to me through satisfactory evidence of identification, which was Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed the foregoing document voluntarily as Manager of NZ RFIC JFK LLC, and for its stated purpose.

Anela Marjanovic

Notary Public
My commission expires: 09/23/2027

ANELA MARJANOVIC
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 23, 2027

C:\Users\Public\DATA\WP Files\NZ RFIC LLC\Notice of Lease.doc

GREATER BOSTON REAL ESTATE BOARD

From the Office of: _____

STANDARD FORM COMMERCIAL LEASE

1. PARTIES *(fill in)*

Harvard St. II, LLC
LESSOR, which expression shall include Harvard St. II, LLC, its heirs, successors, and assigns where the context so admits, does hereby lease to

LESSEE, which expression shall include NZ RFIC JFK LLC its successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:

2. PREMISES *(fill in and include, if applicable, suite number, floor number, and square feet)*

commercial store located at 419 Harvard Street, Brookline, MA 02446 containing approximately 1,085 square feet of space

SEE INSERT.

together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto.

3. TERM *(fill in)*

The term of this lease shall be for SEE ADDENDUM A commencing on and ending on (or later if extended)

4. RENT *(fill in)*

The LESSEE shall pay to the LESSOR fixed rent at the rate of SEE ADDENDUM A dollars per year, payable in advance in monthly installments of , subject to proration in the case of any partial calendar month. All rent shall be payable without offset or deduction.

5. SECURITY DEPOSIT *(fill in)*

Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of SEE ADDENDUM A dollars, which shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this lease, without interest, subject to the LESSEE's satisfactory compliance with the conditions hereof.

~~6. RENT ADJUSTMENT~~

~~A. TAX ESCALATION *(fill in or delete)*~~

~~If in any tax year commencing with the fiscal year , the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year (hereinafter called the "Base Year"), LESSEE will pay to LESSOR as additional rent hereunder, when and as designated by notice in writing by LESSOR, percent of such excess that may occur in each year of the term of this lease or any extension or renewal thereof and proportionately for any part of a fiscal year. If the LESSOR obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the LESSEE.~~

6 B. OPERATING COST ESCALATION *(fill in or delete)*

The LESSEE shall pay to the LESSOR as additional rent hereunder when and as designated by notice in writing by LESSOR, twenty percent of any increase in operating expenses over those incurred during the calendar year 2021. Operating expenses are defined for the purposes of this agreement as all costs and expenses incurred by the LESSOR during any calendar year ~~in connection with the operation and maintenance of the land and buildings of which the leased premises are a part, including without limitation~~ insurance premiums, ~~license fees, janitorial service, landscaping and~~ snow removal, ~~employee compensation and fringe benefits, equipment and materials, utility costs, repairs, maintenance and any capital expenditure (reasonably amortized with interest) incurred in order to reduce other operating expenses or comply with any governmental requirement.~~ for
Lessee will only be responsible for the costs that exceed 3%, year over year.

See Addendum A

This increase shall be prorated should this lease be in effect with respect to only a portion of any calendar year.

C. CONSUMER ~~PRICE ESCALATION *(fill in or delete)*~~

~~(1) LESSEE agrees that in the event the "Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items (1982-84=100)" (hereinafter referred to as the "Price Index") published by the Bureau of Labor Statistics of the United States Department of Labor, or any comparable successor or substitute index designated by the LESSOR appropriately adjusted, reflects an increase in the cost of living over and above the cost of living as reflected by the Price Index for the month of , 20 (hereinafter called the "Base Price Index"), the fixed rent shall be adjusted in accordance with sub-paragraph (2) of this Article.~~

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EQUAL HOUSING OPPORTUNITY

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~~(2) Commencing as of the first anniversary of the term commencement date, there shall be an adjustment (hereinafter referred to as "Adjustment") in the fixed rent calculated by multiplying the fixed rent set forth in Article 4 by a fraction, the numerator of which shall be the Price Index for the month of "and the denominator of which (for each such fraction) shall be the Base Price Index, PROVIDED, HOWEVER, no Adjustment shall reduce the fixed rent as previously payable in accordance with this Article or Article 4.~~

~~(3) In the event the Price Index ceases to use the 1982-84 average of 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in the Price Index, then the Price Index shall be adjusted to the figure that would have been arrived at had the manner of computing the Price Index in effect at the date of this lease not been changed.~~

7. UTILITIES

"delete "air conditioning" if not applicable

The LESSEE shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, and all bills for fuel furnished to a separate tank servicing the leased premises exclusively. ~~The LESSOR agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning* (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) to the leased premises, the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating and air conditioning* seasons of each year, to furnish elevator service and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control.~~

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

8. USE OF LEASED PREMISES *(fill in)*

The LESSEE shall use the leased premises only for the purpose of ~~the sale of~~ ~~and other products~~. SEE ADDENDUM A

9. COMPLIANCE WITH LAWS

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

10. FIRE INSURANCE

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises. 10. See below continued

11. MAINTENANCE

A. LESSEE'S OBLIGATIONS

The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.

B. LESSOR'S OBLIGATIONS

The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible. SEE ADDENDUM A

12. ALTERATIONS - ADDITIONS

The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR.
If the Lessee installs an awning, ~~it shall be at Lessee's expense and shall be similar in style as that of the adjacent Thai restaurant.~~ ADDENDUM A

Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

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10. Fire Insurance (Continued from above) Landlord verifys that the sale of ice cream and the coffee roasting use does is in compliance with the landlords policies and that there is no premium associated with said use that would impact the tenants costs.

13. ASSIGNMENT - SUBLEASING

The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

14. SUBORDINATION

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, deeds of trust or other such instruments in the nature of a mortgage.

15. LESSOR'S ACCESS

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

16. INDEMNIFICATION AND LIABILITY *(fill in)*

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by anything occuring on the leased premises unless caused by the negligence or misconduct of the LESSOR, and from all loss damage wherever occurring occasioned by any omission, fault, neglect or other misconduct of the LESSEE. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be Lessee's responsibility.

17. LESSEE'S LIABILITY INSURANCE *(fill in)*

The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of $1 million with property damage insurance in limits of $1 million in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.

18. FIRE, CASUALTY - EMINENT DOMAIN

In the case of

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

based on the nature and extent of the casualty

(a) ~~The LESSOR~~ fails to give written notice within thirty (30) days of intention to restore leased premises, or
(b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

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

19. DEFAULT AND BANKRUPTCY *(fill in)*

In the event that:

(a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
(b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
(c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,

then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of eight (8) percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

INCENTS

20. NOTICE *(fill in)*

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if ~~left at the leased premises addressed to the LESSEE, or~~ if mailed to the ~~leased premises~~, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at 20 Gaines Road, Sharon, MA 02067

Insert

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

~~22. BROKERAGE (fill in or delete)~~ — ~~The Broker(s) named herein warrant(s) that he (they) is (are) duly licensed as such by the Commonwealth of Massachusetts, and join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to him (them), and to any amendments or modifications of such provisions to which he (they) agree(s) in writing.~~

~~LESSOR agrees to pay the above-named Broker upon the term commencement date a fee for professional services of~~ ~~or pursuant to Broker's attached commission schedule. The LESSEE warrants and represents that it has dealt with no other broker entitled to claim a commission in connection with this transaction and shall indemnify the LESSOR from and against any such claim, including without limitation reasonable attorneys' fees incurred by the LESSOR in connection therewith.~~

23. CONDITION OF PREMISES — Except as may be otherwise expressly set forth herein, the LESSEE shall accept the leased premises "as is" in their condition as of the commencement of the term of this lease, and the LESSOR shall be obligated to perform no work whatsoever in order to prepare the leased premises for occupancy by the LESSEE. SEE ADDENDUM A

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

25. LATE CHARGE — If rent or any other sum payable hereunder remains outstanding for a period of ten (10) days, the LESSEE shall pay to the LESSOR a late charge equal to one and one-half percent (1.5%) of the amount due for each month or portion thereof during which the arrearage continues.

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

27. OTHER PROVISIONS — It is also understood and agreed that
See ADDENDUM A which is incorporated herein by reference.

IN WITNESS HEREOF, the said parties hereunto set their hands and seals this March 18th day of March, 2021

NZ RFIC JFK LLC LESSEE	LESSOR Harvard St. II, LLC
MANAGER LESSEE	LESSOR
NONE BROKER(S)	NONE BROKER(S) 3/22/21

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DEBORAH A. DAMON
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 08/10/2023

INSERTS TO

STANDARD FORM COMMERCIAL LEASE

1. Section 2. "on the ground floor level together with the lower level, as shown on the attached plan. Lessee shall also have the right at no additional cost to park one car in the area behind the premises against the rear wall of the building, provided that Lessor may terminate Lessee's right to park a car in this area if Lessor receives any objection from the Town of Brookline (including the Town of Brookline fire department) or Lessor's insurance company. Lessee may, subject to availability, lease additional numbered parking spaces in the parking lot at a monthly charge equal to Lessor's then applicable market charge which is at this time a rental charge of $200 per month. Lessee may utilize the area in front of the premises for outdoor seasonal seating subject to obtaining any required permits from the Town of Brookline".

2. Section 19. In the event of a termination of this lease, Lessee shall remain liable for the payment of rent for the duration of what would have been the term, on the days on which rent would have been payable provided that Lessee shall be credited with any rent received by Lessor from reletting the premises.

3. Section 20. "to the Lessee at 197 8th Street #407, Charlestown, MA 02129".

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ADDENDUM A

28. RENT: The Lessee shall pay rent for the leased premises as follows: Lessee's obligation to pay rent shall commence on the Rent Commencement Date (as hereinafter defined). Lessor will also waive Lessee's responsibility to pay 20% of the building's real estate tax for the period prior to the Rent Commencement Date. Furthermore, Lessor will credit the Lessee one thousand dollars off the base rent for the months of June through September, 2021.

	MONTHLY	ANNUALLY
Rent Commencement Date through May 31, 2022	$3,800	$45,600
June 1, 2022 through May 31, 2023	3,914	46,968
June 1, 2023 through May 31, 2024	4,031	48,372
June 1, 2024 through May 31, 2025	4,152	49,824
June 1, 2025 through May 31, 2026	4,277	51,324

As used herein, the Rent Commencement Date shall mean the earlier of (i) June 1, 2021 or (ii) the date Lessee opens its business to the public. If the Rent Commencement Date is other than the first day of a month, base rent and Lessee's obligations to pay real estate taxes shall be adjusted on a pro rata basis. Notwithstanding the foregoing, provided that the Lessee applies for its building permit within 7 days of the date the Lessor approves Lessee's plans, and responds in a timely manner to all requests from the Town of Brookline Building Department, if Lessee does not receive its building permit on or before May 1, 2021 the Rent Commencement Date shall be extended by one day for each day after May 1,2021 during which Lessee has not obtained its building permit provided that in no event shall the Rent Commencement Date be extended to a date that is later than July 1, 2021. Lessee shall have possession of the premises upon the execution of the Lease for the purpose of constructing Lessee's improvements and fitting out the premises for Lessee's use, subject to Lessee obtaining all required approvals and permits.

29. At Lessee's Option to Extend Lease Term: At the expiration of the initial term of this Lease, provided that this Lease shall be in full force and effect and the Lessee shall have performed and observed all material terms, covenants and conditions, the Lessee shall have the option to extend the term of this Lease upon the same terms, covenants and conditions, except for the rent as herein below set forth, for an extended term of five (5) years and then for an additional extended term of five (5) years commencing after the expiration of the first five year extended term. The Lessee shall exercise each such option by notifying Lessor in writing within the six (6) months prior to the expiration of the then current term.

During the extended term, Lessee's rent shall be increased by three percent (3%) per year over the amount paid in the last year of the initial term.

30. License Permit Contingencies. Lessee's obligations under this Lease are contingent upon Lessee obtaining all licenses and permits from the Town of Brookline for the operation of Lessee's business at the premises and the construction of Lessee's improvements at the premises, including, but not limited to, a building permit and a common victualer's license. Lessee shall have a period of ninety (90) days from the date of this lease ("Permit Contingency Period") to obtain such permits. If Lessee is not able to obtain such permits, Lessee may at any time prior to the expiration of the Permit Contingency Period terminate this Lease in which case one-half of the security deposit shall be refunded to Lessee and one-half of the security deposit shall be retained by Lessor and this Lease shall be without recourse.

31. Use and Restrictions.

a. The Lessee shall use the premises for the sale of ice cream, frozen yogurt and coffee together with the sale of baked goods and other food products and accessories related thereto for both on premises consumption (including outdoor seating provided that Lessee obtains any required approvals from the Town of Brookline) and takeout and for the roasting of coffee and the retail and wholesale sale of roasted coffee beans. Notwithstanding the foregoing, the Lessee shall not use the premises for the sale of pizza, Italian foods, packaged, fresh or frozen kosher meats or kosher poultry or prepared kosher or Thai foods and/or so-called Thai foods or products, nor will the Lessee sell prepared kosher food or permit such food to be consumed or eaten on the premises, carry a preponderance of Jewish and/or Thai ethnic foods either manufactured in Israel or elsewhere (provided that nothing herein shall restrict Lessee from the sale of ice cream, frozen yogurt, coffee and baked goods).

b. Lessor agrees that during the term of this Lease (including any extension terms), Lessor shall not enter into a new lease (or consent to the assignment or sublease by an existing tenant for space in the building) which allows the new tenant (assignee or subtenant) to sell (and such new lease or consent shall include language which specifically prohibits the sale of) ice cream, frozen yogurt, coffee or to roast coffee, other than the use of space by a restaurant which offers but does not feature as a primary or main offering coffee (or roasted coffee) as one of a number of beverage choices on its menu (Incidental Beverage Choice) or offers but does not feature as a primary or main offering ice cream or frozen yogurt as one of a number of dessert choices on its menu (Incidental Dessert Choice).

c. The Lessee shall neither use nor suffer of permit the use by any person on the premises for any purpose or in any manner which is contrary to any applicable law or regulation which may constitute a nuisance, or which adversely affects any insurance coverage thereon. Lessee may operate during such hours that Lessee may elect subject to obtaining any required municipal approval.

VV

32. Broker: Lessor and Lessee acknowledge that Conviser Property Group Inc. ("CPG") is the sole broker involved in this Lease. Lessor and Lessee shall participate in the payment of the commission payable to CPG in the manner set forth in the separate agreement entered into by and between Lessor, Lessee and CPG.

33. Abatement: If Lessor shall obtain any abatement of the real estate taxes on the premises or entire premises for any tax period included within the term of this lease, or any extended term, then the Lessor, after deducting the cost of obtaining such abatement, shall refund to Lessee a prorate share thereof, if any, with respect to the tax period to which said abatement applies and to which Lessee shall have been obligated to pay as its share of the real estate taxes.

34. Notwithstanding anything to the contrary herein, Lessee's obligation to subordinate its lease of the premises is subject to Lessee obtaining from Lessor or any third party a commercially reasonable non-disturbance agreement from any entity holding a mortgage or lien on the property or requesting Lessee to subordinate its lease. Further, Lessee's obligations under this lease are contingent upon Lessee obtaining a commercially reasonable nondisturbance agreement from any mortgagee currently holding a mortgage which encumbers the building in which the premises are located.

35. Simultaneous with the execution hereon, Lessor and Lessee shall execute a Notice of Lease in a form and substance suitable for recording at the Norfolk County Registry of Deeds.

36. Lessor shall defend, indemnify and hold Lessee harmless from and against any claim, demand, liabilities and damages or cause of action related directly or indirectly to or arising out of any failure by Lessor to perform or observe any obligation of Lessor hereunder or any negligent act or omission of Lessor or any condition of the building or premises which Lessor is obligated to maintain, repair or replace. Lessee shall defend, indemnify and hold Lessor harmless from and against any claim, demand or cause of action related to the negligence of Lessee, its agents, servants, employees and contractors.

37. Lessee shall pay a security deposit of two months of the base rent to the Lessor. Lessor shall hold the funds in a separate interest-bearing account with interest accruing to and for the benefit of Lessee. During the term of the Lease, as extended, at the request of the Lessor, Lessee shall increase the security deposit so that the security deposit shall at all times be equal to two months of the then current base rent.

38. Notwithstanding anything to the contrary herein, commencing on the Rent Commencement Date, Lessee shall be responsible for twenty percent (20%) of the total real estate tax on the improvements located at 411-419 Harvard Street, Brookline, MA. Lessee will make such payment to Lessor with fourteen (14) days of receipt of a copy of the tax bill from Lessor verifying the total tax. It is anticipated that Lessee will make such payments on a quarterly basis, as issued by the Town of Brookline, MA.

39. Lessee is responsible for water and sewer bills as recorded by a separate sub meter for the leased premises. If rent is not paid by the 2nd business day of each month, Lessor may impose a $75 late charge.

40. The Lessor shall be named as an additional insured on the Lessee's liability insurance policy.

41. The premises shall be surrendered in the same condition as it was at the beginning of the lease term reasonable wear and tear excepted, as required hereunder. Lessee may remove all equipment and movable items at the expiration of the term.

42. Lessee shall have the right to install its brand storefront sign and install an awning provided that Lessee obtains Lessor's prior approval which shall not be unreasonably withheld or delayed and Lessee obtains all required governmental permits. Lessee shall also be permitted to place vinyl graphics in the storefront subject to obtaining all governmental permits.

43. Any roof penetrations by the Lessee shall require prior approval by the LESSOR. LESSOR reserves the right to have such roof penetrations patched by a contractor of their choosing but at the expense of the Lessee.

44. Lessee is responsible for removing snow from the sidewalks in front of their leased space and to the side of the leased space.

45. Lessee is responsible for service fees, court fees and legal costs should the preparation and service of a fourteen-day notice be necessitated. Said costs and fees are payable to Lessor upon demand even if the breach is rectified.

46. In furtherance of Section 6B, "operating expenses" shall only include the cost of snow removal and Lessor's insurance on the building and no other expenses.

47. Notwithstanding the provisions of Section 9, Lessee shall not be prohibited from using any chemicals or other substances which are customarily used in premises used for the uses permitted under this lease and which are allowed by applicable law.

48. Lessor agrees that Lessor shall reimburse Lessee for one-half of the cost of creating an ADA compliant customer entrance to the premises and bathroom in the premises, provided that the maximum amount of Lessor's reimbursement shall be $5,000. Lessor shall reimburse Lessee for such costs by providing Lessee with a credit against rent, to be taken proportionately, over the first 10 months following the Rent Commencement Date.

49. Notwithstanding the provisions of Section 12, Lessee shall, within thirty (30) days after the date of this Lease, submit to Lessor the preliminary plans for Lessee's alterations to the premises. Lessor shall have a period of seven (7) days to review Lessee's plans. If Lessor does not approve Lessee's plans within such seven (7) day period, Lessee may at any time prior to obtaining such approval terminate the Lease in

which chase the security deposit shall be refunded to Lessee and this lease shall be without recourse.

50. Notwithstanding the provisions of Section 13(i), Lessor's consent to a request to assign the Lease or sublet all or any portion of the premises shall not be unreasonably withheld or delayed or be made conditional. Lessor agrees that Lessor shall not withhold consent to a request to assign or sublet all or any portion of the premises provided that (a) the net worth of the proposed assignee or subtenant shall be in Lessor's reasonable judgment sufficient to assure the performance of its obligations hereunder; (b) the proposed assignee or subtenant will use the premises for a use which does not violate any other lease at the building and (c) the managerial and operation experience of the proposed subtenant or assignee must be similar to the managerial and operational experience of the Lessee on the date hereof.

51. Notwithstanding the provisions of Section 18, in the event the premises become partially damaged (as opposed to substantially damaged) by fire or casualty, Lessor shall utilize any available insurance proceeds to restore the premises following any fire or casualty. As used herein, "substantially damaged" shall mean that the premises or the remainder of the building have been damaged to the extent that the cost or restoration shall exceed a sum constituting 60% of the total replacement cost of the premises or the building (as the case may be).

52. Notwithstanding the provisions of Section 7, Lessor represents and shall ensure that all gas, electric, water and sewer service shall be available to the premises.

53. In furtherance, of the provisions of Section 11, Lessor shall be responsible to maintain in good repair and condition the building including, but not limited to, the structure, the roof (and shall ensure that the roof shall be free of leaks), the foundation and all mechanical, utility, plumbing or electrical systems lying outside of the premises or which do not exclusively serve the premises. Lessor shall maintain the common areas including the parking lot, in good repair and condition. Lessor will be responsible for plowing the parking lot. In connection with the Lessee's initial alteration and fit out of the premises for Lessee's use, Lessee will purchase and arrange for a qualified HVAC to install a new 5 ton HVAC system in the premises. (Lessee shall confer with Lessor in connection with Lessee's selection of the new HVAC system). Lessee shall arrange for the existing (old) HVAC system to be removed and disposed of by such contractor. The Lessor shall contribute $10,000 toward (but in no event not more than the total cost of) the purchase and installation of such new HVAC and costs related thereto (including, but not limited to, permits, electrical wiring and gas fitting). The Lessee shall be responsible for all costs for the purchase and installation of such new HVAC system in excess of $10,000. Lessee shall be responsible for changing the filters in the HVAC system when necessary and for ordinary maintenance and repair of the HVAC system. If during any year the cost of maintaining and/or repairing the HVAC system (exclusive of the cost of filter changes) exceeds $1,000, Lessor shall reimburse Lessee for such costs which are in excess of $1,000

54. Notwithstanding the provisions of Section 23, Lessor shall deliver the premises with either the HVAC system in good working order or with a new HVAC system installed and paid for as provided at Section 53 and with all mechanical, electric, water and sewer, plumbing systems shall be in good working order and all life safety systems shall be in compliance with applicable code requirements at the time of the delivery of the premises to Lessee.

Lessor
Harvard Street II, LLC

By _____

Lessee
NZ RFIC JFK LLC

By _____
Andrew Beja, Manager

The Commonwealth of Massachusetts
On this 15 day of March 20 21
Walter Gelerman
personally appeared before me, and 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 in my presence.

Notary Public
My Commission Expires _____

ANDREW CARL
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES
03/32/2[illegible]

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OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

ENTERTAINMENT APPLICATION

IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 140, SECTION 181 (*183A) OF THE MASSACHUSETTS GENERAL LAWS, THE UNDERSIGNED HEREBY APPLIES FOR A LICENSE FOR THE FOLLOWING FORMS OF ENTERTAINMENT:

APPLICANT: NZ RFIC JFK, LLC

D/B/A Far Out Ice Cream

LOCATION: 419 Harvard Street, Brookline, MA, 02446

TELEPHONE # 508-397-3034 EMAIL ADDRESS: August@farouticecream.com

TYPE OF ENTERTAINMENT:

(1) RADIO ✓ TAPED MUSIC ✓ JUKE BOX____ TELEVISION____

DAYS: Monday - Saturday HOURS: FROM: 12pm TO: 9pm

(2) MOVIES____

DAYS:____ HOURS: FROM:____ TO:____

(3) DANCING____ PRIVATE____ PUBLIC____

DAYS:____ HOURS: FROM:____ TO:____

(4) INSTRUMENTAL MUSIC_____TYPE OF INSTRUMENTS:_____
#OF INSTRUMENTS_____

DAYS:_____HOURS: FROM:_____TO:_____

(5) VOCAL MUSIC :_____#OF VOCALIST:_____

DAYS:_____HOURS: FROM:_____TO:_____

(6) EXHIBITION (DESCRIBE):_____

DAYS:_____HOURS: FROM:_____TO:_____

(7) FLOOR SHOW (DESCRIBE):_____

DAYS:_____HOURS: FROM:_____TO:_____

OR 05/17/2021

SIGNATURE OF APPLICANT DATE

(*SECTION 183A APPLIES ONLY TO COMMON VICTUALLERS, FOOD VENDORS AND INNHOLDERS)

THE FOLLOWING FORMS OF ENTERTAINMENT IF BEING CONDUCTED ON SUNDAYS REQUIRES A SEPARATE SUNDAY ENTERTAINMENT LICENSE FROM THE COMMONWEALTH OF MASSACHUSETTS AND REQUIRES A SEPARATE FEE OF $100:

DANCING
JUKE BOX
LIVE ENTERTAINMENT

OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

OUTDOOR DINING PROGRAM APPLICATION
(For outdoor seating as of April 1, 2021)

DATE: 5/17/2021

ADDRESS OF LICENSED PREMISES: 419 HARVARD STREET

APPLICANT: NZ RPIC JFK LLC
INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: FAR OUT ICE CREAM

TYPE OF LIQUOR LICENSE: _____ All Kinds _____ Beer and Wine X None

LIQUOR LICENSEES: PLEASE ATTACH PROOF THAT THE LICENSEE'S LIQUOR LIABILITY INSURANCE POLICY REQUIRED BY MASSACHUSETTS GENERAL LAWS c. 138, s. 12 AND SECTION B(6) OF THE TOWN'S LIQUOR REGULATIONS COVERS THE PROPOSED EXTENDED PREMISES, AND THAT THE TOWN IS LISTED AS AN ADDITIONAL INSURED.

ARE YOU SEEKING AN EXTENSION OF PREMISES WITH REGARD TO AN **EXISTING** ENTERTAINMENT LICENSE? X NO _____ YES _____ TYPE OF ENTERTAINMENT

DAYS AND HOURS OF OUTDOOR TABLE SERVICE:

DAYS: 7 HOURS: 11 AM - 10 PM

DAYS: _____ HOURS: _____

DAYS: _____ HOURS: _____

NUMBER OF OUTDOOR TABLES AND SEATS: 7 TABLES, 16 SEATS

NUMBER OF INDOOR SEATING DURING MONTHS OF OUTDOOR SERVICE: 5 TABLES, 12 SEATS

LOCATION OF OUTDOOR TABLES AND SEATS: 419 HARVARD ST

PROPOSED EXTENDED PREMISES MUST COMPLY WITH ALL STATE AND LOCAL COVID-19 REQUIREMENTS, INCLUDING THE COVID-19 ORDER NOS. 35 AND 50 OF GOVERNOR CHARLES D. BAKER, AS AMENDED, AND THE COMMONWEALTH'S "SAFETY STANDARDS AND CHECKLIST: RESTAURANTS". FOR MORE INFORMATION, SEE "TOWN OF BROOKLINE PHASE 1-4 REOPENING PACKET – RESTAURANTS", FOUND AT: https://www.brooklinema.gov/DocumentCenter/View/21901 .

PROPOSED EXTENDED PREMISES MUST COMPLY WITH ALL OTHER LEGAL REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO: ***THE TOWN OF BROOKLINE'S OUTDOOR DINING REGULATIONS AND GUIDELINES,*** *THE TOWN OF BROOKLINE'S PREPARED FOOD SALES REGULATIONS, THE TOWN OF BROOKLINE'S SALES OF ALCOHOLIC BEVERAGES REGULATIONS AND THE ABCC'S PATIO GUIDELINES, IF THERE WILL BE ALCOHOL SALES; AND THE LAWS GOVERNING ACCESS BY PEOPLE WITH DISABILITIES.*

The applicant may be fined or be subject to disciplinary action for any violations occurring on the premises. The applicant must obtain and maintain any and all other permits, licenses, authorizations, etc. to allow the expansion of the premises.

1) **What type of outdoor dining configuration are you proposing?** (See Outdoor Seating Configurations section of the Town of Brookline's Outdoor Dining Program Regulations and Guidelines effective April 1, 2021 for reference.)

   ☒ **Façade Seating:** Outdoor seating located on the sidewalk immediately adjacent to a building

   ☐ **Curbside Seating:** Outdoor seating located on the sidewalk along the curb

   ☐ **On-Street Seating:** Outdoor seating located in parking spaces in front of a restaurant storefront.
   - *Protective concrete jersey barriers required for on-street seating. Contact Todd Kirrane, Transportation Administrator, tkirrane@brooklinema.gov to request review of your location and installation of the jersey barriers.*

   ☐ **Combination Façade & Roadway Seating**

   ☐ **Combination Curbside & Roadway Seating**

2) **Are the outdoor seating areas proposed in this application currently included in your Common Victuallers and/or liquor license? (i.e. Did you have these outdoor seating areas pre-COVID?)**

   ☐ **Yes**

   ☒ **No**

   Licensees with pre-COVID outside seating: Describe additional seating area(s) not included under your pre-COVID Common Victuallers and/or liquor license. N/A

3) **Please check any of the outdoor seating elements proposed for your outdoor seating area (from April 1 – December 31, 2021):** NONE PROPOSED

- ☐ Propane heater (*Fire Department approval required*)
- ☐ Electric heater *(May require electrical permit through the Building Department)*
- ☐ Tent, canopy, or awning (Less than 120 sq.ft.)
- ☐ Tent, canopy, or awning (Greater than 120 sq.ft.) *(Building Department approval required)*
- ☐ Other – Please specify: _____
- ☐ Outdoor lighting elements (e.g. string lights)
- ☐ Planters
- ☐ Umbrellas
- ☐ Semi-permanent outdoor seating structure or protective barriers (*DPW and possibly Building Department approval required*)

4) **Required plans and documentation checklist:**

☒ **A description of the proposed plans and a diagram showing the street, sidewalk, or private property area to be used in relation to the restaurant, conforming to the requirements outlined in the Outdoor Dining Program Guidelines and Regulations (effective April 1, 2021) and detailing:**

ATTACHED
- o Eye-level photos of the proposed location.

N/A
- o Points of access and egress.

IN DRAWING
- o How the seating area will meet PROWAG and MAAB accessibility compliance including a demonstration that tables will be PROWAG and MAAB accessible to those using wheelchairs.

N/A
- o Materials and design for walls separating the outdoor dining between the pedestrians and the outdoor dining area for those on the sidewalk.

N/A
- o Professionally designed plans showing proposed heights, dimensions, etc. for applicants seeking to build structures in on-street outdoor seating areas.

IN DRAWING
- o Size/type of tables, seats, service stations, and any other items proposed to be placed in the proposed premises extension, such as barriers, planters, fans and heaters; fencing or other barriers to separate patrons from high traffic areas including public sidewalks, if 6' separation is not possible.

IN DRAWING
- o Existing signs, streetlights, parking meters, street furniture and other items in the proposed extended premises.

N/A
- o Property line between Town and private property; and location of buildings in relation to property line, along the entire façade of the building.

☑ **For outdoor seating proposed on public property:**

C.V. NOT YET OBTAINED

- License Agreement

ATTACHED

- **Certificate of Liability Insurance**: Restaurants with outdoor seating on public property must provide certificate of liability insurance naming the Town of Brookline as an additionally insured party in the amount of $500,000/$1 million providing coverage through December 31, 2021.

N/A

- **Certificate of Liquor Liability Insurance**: A certificate of liquor liability insurance in the amount required by Mass. Gen. Laws Ch. 138, s. 12 and Section B(7) of the Town's Sales of Alcoholic Beverages Regulations listing the Town as an additional insured, demonstrating coverage of the extended outdoor premises through December 31, 2021.

N/A

- **DPW Occupancy permit** for the installation of any permanent or semi-permanent item on public property

- **Emergency Notification Contact:** Restaurants must provide the Town with a valid and reliable email address to receive emergency notifications from the Town, such as snow removal, high wind advisory notifications, etc.

N/A ☐ **Proof of consent by third parties**: Restaurants with proposed outdoor seating on the private property of third parties must submit proof of consent by the third party to for such use, such as a lease or other agreement.

N/A ☐ **Fire Department** permit for any proposed propane heating lamps.

N/A ☐ **Building Department permit** for any tents exceeding 120 sq. ft., on-street structures with roofs, etc.

Any approval of this application may be exercised immediately upon filing of the Town's notice of approval with the Town clerk.

The applicant absolves the Town and its officials, officers, employees, agents and representatives (collectively, the "Town") from all liability in connection with the applicant's Town-permitted and licensed outdoor dining, the applicant's exercise and use of it, and any Town extensions of licensed premises. To the greatest extent permitted by law, the applicant agrees to defend, indemnify and hold harmless the Town of and from any and all claims, liabilities and actions for damages or other relief, whether sounding in contract, tort, or otherwise, on account of or in any way arising out of and/or relating to outdoor dining, including, but not limited to, incidents involving the Town's negligence. The duty to defend shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact at trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims not covered by this agreement.

APPLICANT SIGNATURE: _____ TITLE: PRESIDENT

NAME (PRINT): AUGUST RADBILL 24-HOUR PHONE (CELL): _____

EMAIL ADDRESS: AUGUSTRADBILL@FAROUTICECREAM.COM

Delivery Options

USFoods:

1. Delivery Service provided:
    a. Providing frozen IQF fruits, smallwares, all restaurant supplies, coffee, and baked goods
2. Mode of Transportation:
    a. Smaller van for frequent deliveries
3. Parking Arrangements:
    a. Back lot on Fuller street **off the public road** owned by building with loading dock door to Far Out Ice Cream
4. Delivery Hours: 8am - 10am

Maple Valley Ice Cream:

1. Delivery Service provided:
    a. Dairy and Non-Dairy Ice Cream (vanilla and chocolate)
2. Mode of Transportation:
    a. Small truck with freezer (think Ford F-150)
3. Parking Arrangements:
    a. Back lot on Fuller street **off the public road** owned by building with loading dock door to Far Out Ice Cream
4. Delivery Hours: 8am - 10am

v. 2021-03-17

REVOCABLE LICENSE AGREEMENT FOR THE
TEMPORARY EXTENSION OF LICENSED PREMISES FOR OUTDOOR SEATING
(COMMONWEALTH OF MASSACHUSETTS COVID-19 ORDER NO. 35, AS AMENDED)

This confirms the terms of the Revocable License Agreement for the Temporary Extension of Licensed Premises for Outdoor Seating (Commonwealth of Massachusetts Covid-19 Order No. 35, as amended) between

NZ RFIC JFK LLC

(Business Name)

(hereafter the "Temporary Licensee"), and the Town of Brookline, a municipal corporation with its offices located at 333 Washington Street, Brookline, Massachusetts 02445 (hereafter, the "Town"), as follows:

The Town grants a revocable temporary license to the Temporary Licensee to use the portion of Town property described in the Temporary Licensee's Application to Temporarily Extend Licensed Premises for Outdoor Seating (Commonwealth of Massachusetts Covid-19 Order No. 35) ("Application"), for the purposes set forth in that Application (the "Property"). The purpose of this revocable temporary license is to facilitate the Temporary Licensee's use of the Town's temporary extension of its licensed premises for outside seating, service of food and/or alcoholic beverages, and transit by staff and others between the Licensed Premises and the temporarily extended licensed premises, pursuant to Covid-19 Order Nos. 35 and 50 issued by Governor Charles D. Baker, as amended.

This revocable temporary license is subject to the Temporary Licensee's compliance with all applicable law, including, but not limited to, Covid-19 Order Nos. 35 and 50, as amended; the Commonwealth's "Safety Standards and Checklist: Restaurants" as it may be amended; the Town's Prepared Food Sales Regulations; in the case of liquor licenses, the ABCC's "Guidelines for Extension of Premises to Patio and Outside Areas" and the Town's Sales of Alcoholic Beverages Regulations; and the Town's regulations and guidelines for extended outdoor seating, as they may be amended.

The hours in which this Temporary License may be exercised are limited to the Town-approved hours of operation, in addition to one hour immediately prior to the Town-approved opening time and an additional hour immediately following the Town-approved closing time.

This temporary license is revocable by the Town at the Town's discretion.

The period during which this Temporary License is in effect is the period for temporary extensions of premises permitted by the Commonwealth of Massachusetts Covid-19 Order Nos. 35 and 50 and any amendments thereto, and by the Town of Brookline pursuant to its regulations and guidelines for extended outdoor seating, as they may be amended.

The Temporary Licensee certifies that it has, and will maintain during the term of this Revocable License Agreement, a general liability policy applicable to the Property naming the Town as an additional insured in a minimum amount of $500,000.00/$1,000,000.

The Temporary Licensee certifies that it has, and will maintain during the term of this Revocable License Agreement, all liquor liability insurance required by Mass. Gen. Laws ch. 138, s. 12 and Section B(7) of the Town's liquor regulations covering the Property, and that the Town is listed as an additional insured.

v. 2021-03-17

The Temporary Licensee absolves the Town and its officials, officers, employees, agents and representatives (collectively, the "Town") from all liability in connection with this Revocable Licensee Agreement, the Temporary Licensee's exercise and use of it, and the Town's temporary extension of licensed premises. To the greatest extent permitted by law, the Temporary Licensee agrees to defend, indemnify and hold harmless the Town of and from any and all claims, liabilities and actions for damages or other relief, whether sounding in contract, tort, or otherwise, on account of or in any way arising out of and/or relating to Temporary License and the Temporary Licensee's use of the Property, including but not limited to incidents involving the Town's negligence. The duty to defend shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact at trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims not covered by this agreement.

The undersigned represent and warrant that they have the right, capacity and all necessary authority to execute and deliver this Revocable License Agreement on behalf of the respective party for whom they have signed.

WITNESS:

Temporary Licensee:

Far Out Ice Cream

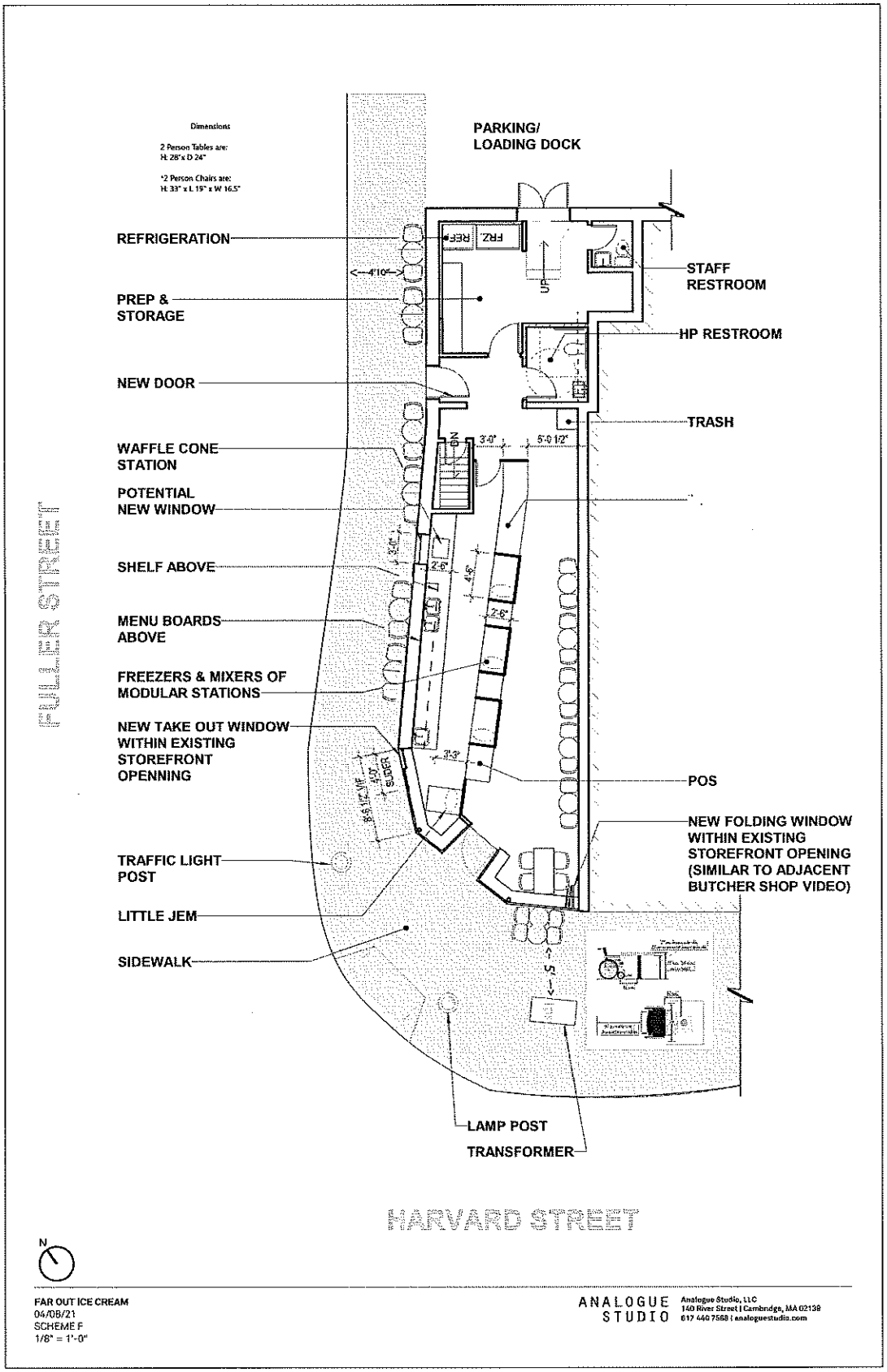
By:
Title:
Date:

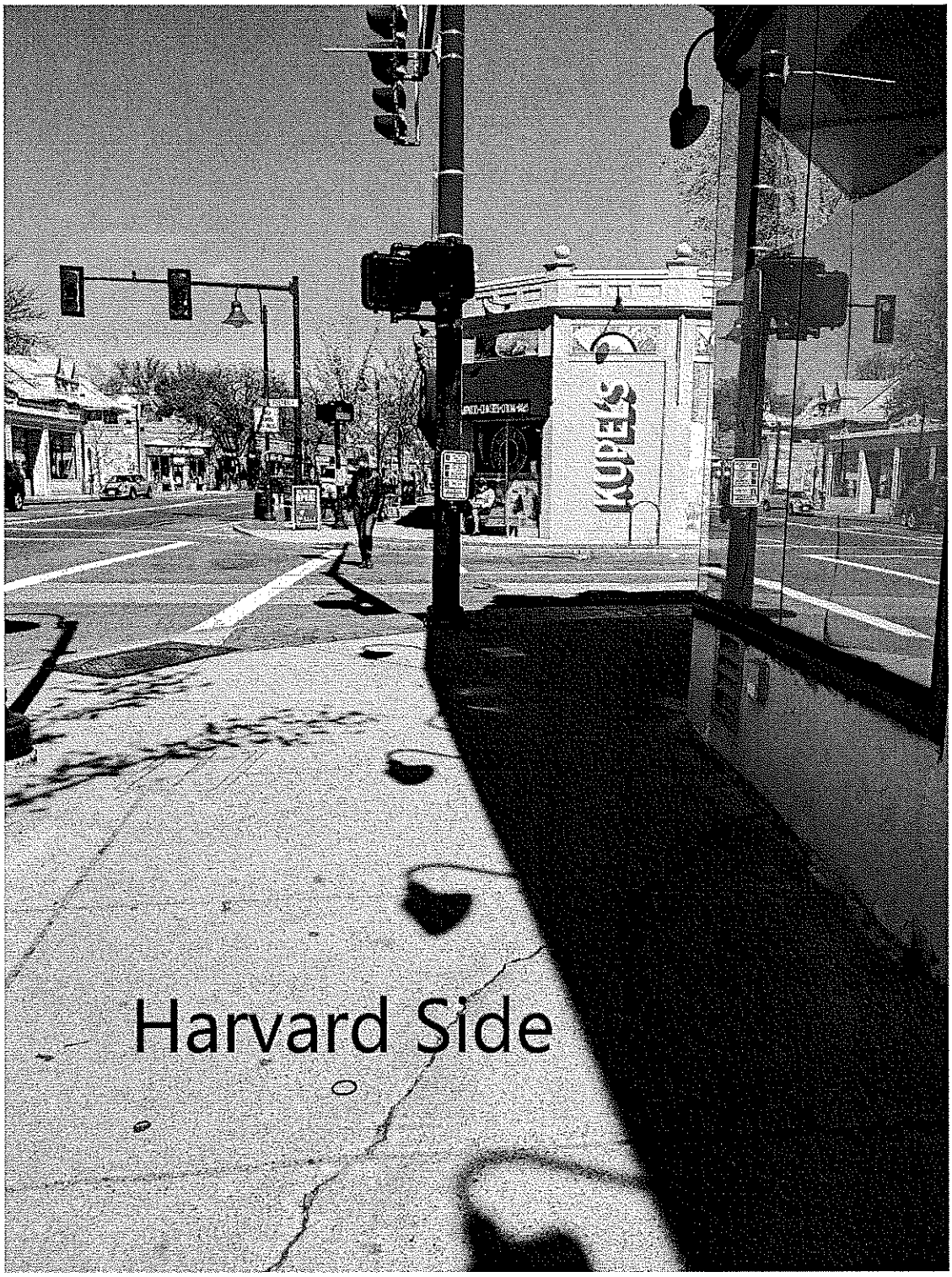
Town of Brookline:

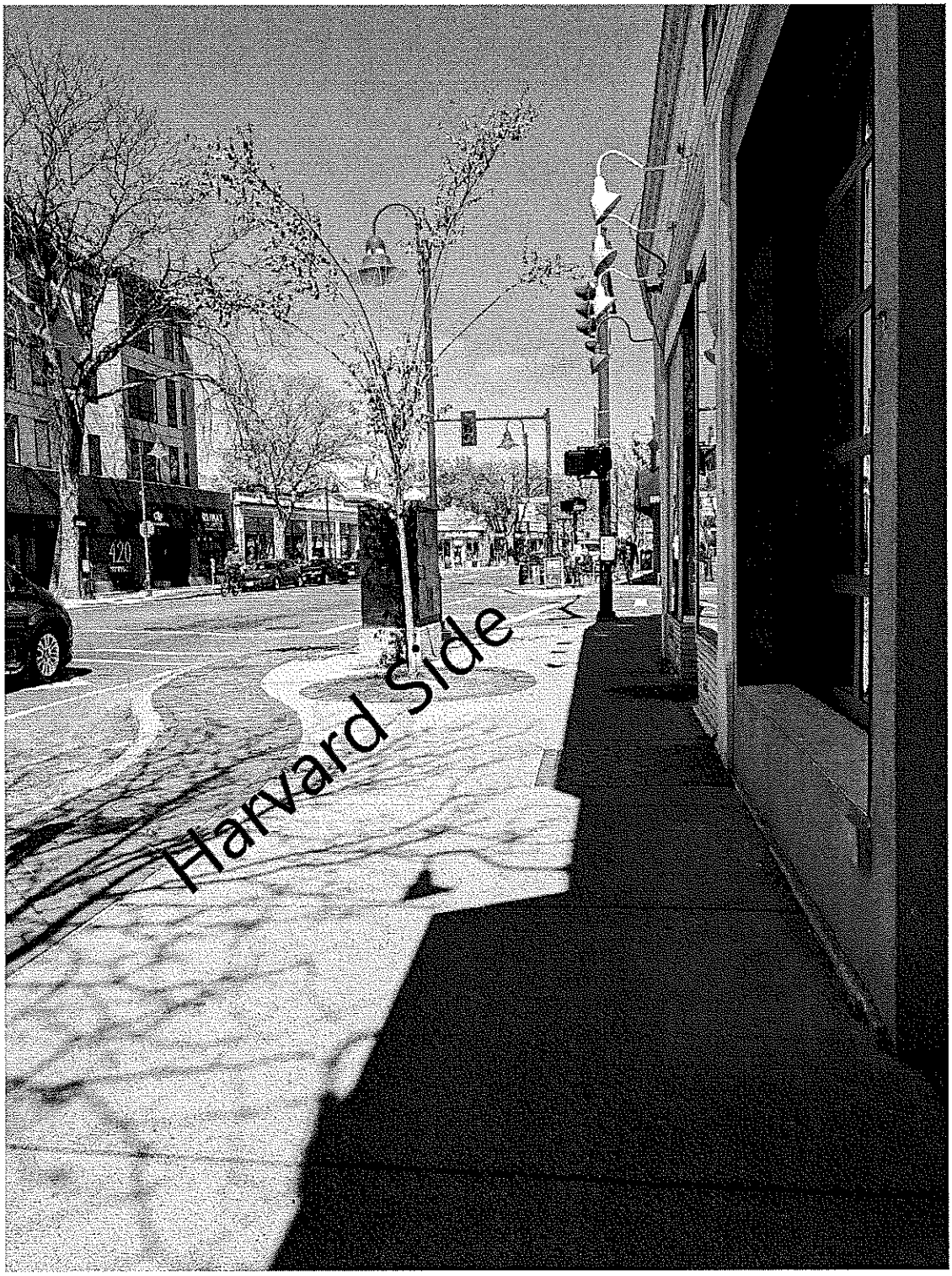
Chair, Select Board
Date:

Town Administrator or Designee
Date:

We would like to provide customers of Far Out Ice cream with the option of outdoor seating along the facades of both Harvard St., and Fuller St. We are proposing 6 tables with 12 seats on Fuller St., and 1 handicap accessible table with 4 seats on the Harvard St.(that is in line with PROWAG and MAAB compliance guidelines.) We will separate seating with outdoor seating barriers per guidelines in place when we open (tentatively planned for August 15, 2021).


Dimensions
2 Person Tables are:
H: 28" x D 24"
*2 Person Chairs are:
H: 33" x L 19" x W 16.5"
PARKING/
LOADING DOCK
REFRIGERATION
PREP &
STORAGE
NEW DOOR
WAFFLE CONE
STATION
POTENTIAL
NEW WINDOW
SHELF ABOVE
MENU BOARDS
ABOVE
FREEZERS & MIXERS OF
MODULAR STATIONS
NEW TAKE OUT WINDOW
WITHIN EXISTING
STOREFRONT
OPENNING
TRAFFIC LIGHT
POST
LITTLE JEM
SIDEWALK
STAFF
RESTROOM
HP RESTROOM
TRASH
POS
NEW FOLDING WINDOW
WITHIN EXISTING
STOREFRONT OPENING
(SIMILAR TO ADJACENT
BUTCHER SHOP VIDEO)
LAMP POST
TRANSFORMER
FULLER STREET
HARVARD STREET
N
FAR OUT ICE CREAM
04/08/21
SCHEME F
1/8" = 1'-0"
ANALOGUE
STUDIO
Analogue Studio, LLC
140 River Street | Cambridge, MA 02139
617 440 7568 | analoguestudio.com


KOPE'S
Harvard Side


Harvard Side

Fuller Side

May 14, 2021

RE: Town of Brookline, Letter of Character Reference,
Common Victualler License Application

To Whom It May Concern,

I hereby represent that August Radbill is an upstanding citizen for whom I am happy to be a reference.

Please do not hesitate to reach out to me with any questions or concerns.

Sincerely,

Alex Ortega

401 1st st Apt 5
Hoboken NJ, 07030

617-780-1666
afortega28@Gmail.com

May 15, 2021

RE: Town of Brookline, Letter of Character Reference,
Common Victualler License Application

To Whom It May Concern,

I hereby represent that August Radbill is an upstanding citizen for whom I am happy to be a reference.

Please do not hesitate to reach out to me with any questions or concerns.

Sincerely,

Seamus McGrath

141 Far Fields Road,
Brewster MA 02631

508-736-5422
seamus.mcgrath90@gmail.com

Open Air Parking

Owner: Lan Mi / Manager of Cobblestone Holdings
Location: 195 Rawson Road Brookline, Ma 02445

Application Details:

Question of a report to approve the application for a transfer of an Open Air Parking License at 195 Rawson Road. Location is 10,240 sq. ft. for 20 cars. Transfer from Janice Hoffman to Lan Mi d/b/a Cobblestone Holdings.

Reports (Attached):

Health Department (Approved)
Building Department (Approved)
Planning Department (Approved)

Checklist for Open Air Parking

- ☑ Open Air Parking Application
- ☐ Check for $10.50 Legal Ads **(Newspaper Notice Must Be Made Within 10 Days of Hearing)**
- ☑ Vote of Corporation
- ☑ License Interview Form
- ☑ State Tax Verification Form
- ☑ Three signed letters of reference
- ☑ A set of: a description, illustration, and/or detailed plans

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- ☑ Report from Building
- ☑ Report from Planning
- ☑ Report from Health

Revised May 18, 2021

TOWN OF BROOKLINE
DEPARTMENT OF PUBLIC HEALTH

11 Pierce Street, Brookline, Massachusetts, 02445
Telephone: (617) 730-2300 Facsimile: (617) 730-2296
Website: www.brooklinema.gov

Our vision is an inclusive community that is healthy, safe, connected & equitable for all!

Dr. Swannie Jett, DrPH, MSc
Director of Public Health
& Human Services

BROOKLINE DEPARTMENT OF PUBLIC HEALTH
M E M O R A N D U M

To: Melvin Kleckner,
Town Administrator
for the Select Board

From: Dr. Swannie Jett, SJ
Director of Public Health and Human Services

Date: June 9, 2021
Re: Open Air Parking
Lan Mi, Manager of Cobblestone Holdings
195 Rawson Rd

Please be advised that this Department has reviewed the application and plans for the above noted property. The Brookline Department of Public Health has no objections to the issuance of a Transfer of Ownership Open Air Parking license.

This recommendation is under the following conditions:

- The operator provides evidence of extermination to the exterior area monthly.
- The operator commits to keep the dumpster(if applicable) clean as requires by Town regulations.

Town of Brookline
Massachusetts

Department of Planning and Community Development

Town Hall, 3rd Floor
333 Washington Street
Brookline, MA 02445-6899
(617) 730-2130 Fax (617) 730-2442

Alison Steinfeld
Director

TO: Select Board
Mel Kleckner, Town Administrator

FROM: Alison Steinfeld, Director of Planning & Community Development
Polly Selkoe, Asst. Director of Regulatory Development

DATE: June 10, 2021

SUBJECT: **Open Air Parking Space License Transfer**
195 Rawson Road

The Planning and Community Development Department does not have any objection to the transfer of the license. We have had no complaints about this open air parking area. As long as the Building Department agrees, the Planning and Community has no objection to the issuance of a requested license for 20 open air parking spaces.

If you have any questions, feel free to contact us.

TOWN of BROOKLINE

Massachusetts

BUILDING DEPARTMENT

Daniel F. Bennett
Building Commissioner

INTEROFFICE MEMORANDUM

Date: June 7, 2021

To: Melvin Kleckner
Town Administrator

From: Daniel F. Bennett
Building Commissioner

Re: **195 Rawson Road** – Application from Lan Mi, Manager of Cobblestone Holdings, for a license to conduct and maintain an open-air parking lot for 20 cars and transfer ownership (your memo dated May 25, 2021).

The subject property is located in an M-1.0 (Apartment House) Residence District and the use as an open-air parking lot for a maximum of twenty (20) vehicles is permitted per Board of Appeals Case #3014 dated January 31, 1977. The Decision limits the use of the parking area to residents within 400 feet of the premises. The actual parking layout differs from the one submitted as part of the application the number of spaces remains at 20. The current layout is more consistent with the attached plan dated "Aug 1976 Rev Nov 1976".

I would ask the applicant to verify compliance with all conditions set forth in the ZBA decision and continue to maintain the lighting and landscaping within the property.

The Building Department has no objection with an open-air parking license for twenty (20) cars at the referenced property.

333 Washington Street, Brookline, Massachusetts 02445
Tel: (617) 730-2100 Fax: (617) 739-7542
www.brooklinema

OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

OPEN AIR PARKING SPACE LICENSE APPLICATION

OPEN AIR PARKING SPACE
(CHAPTER 148, SECTION 56)

DATE: 5.11.2021

The undersigned respectfully petitions for a license to conduct and maintain an Open Air Parking Space with an area of about 10241 square feet at 195 Rawson Rd, Brookline, MA 02445

Number of cars 20.

SIGNATURE OF OWNER OR OCCUPANT: Lan Mi/Manager of Cobblestone Holdings

TELEPHONE NUMBER: [redacted]

EMAIL ADDRESS: lan@miland.us

RESIDENCE: [redacted]

APPROVED: _____ CHIEF OF FIRE

APPROVED: _____ CHIEF OF POLICE

APPROVED: _____ BUILDING COMMISSIONER

VOTE OF CORPORATION

DATE: 5.11.2021

AT A MEETING OF THE BOARD OF DIRECTORS OF _____

_____

HELD AT: 195 Rawson Rd, Brookline, MA 02445 ON: lan@miland.us

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

_____

(TYPE OF LICENSE)

FOR THE YEAR _____ TO BE EXERCISED ON THE PREMISES LOCATED AT

_____

VOTED: TO AUTHORIZE _____ TO SIGN

THE APPLICATION FOR THE LICENSES IN THE NAME OF [redacted]

China _____ AND TO EXECUITE ON ITS BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE GRANTING OF THE LICENSE.

THIS CORPORATION HAS Nanzhen BEEN RESOLVED.

A TRUE COPY

ATTEST: _____

CLERK

STATE TAX VERIFICATION FORM

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

Lan Ho/Manager of Cobblestone Holdings

***Signature of Individual** **By: Corporate Officer**

[redacted]

**** Social Security #**

Voluntary or Federal ID #

***This license will not be issued unless this certification clause is signed by the applicant.**

****Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.**

LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Open Air Parking License

NAME: Lan Mi / Manager of Cobblestone Holdings

ADDRESS: 195 Rawson Rd, Brookline, MA 02445

EMAIL ADDRESS: lan@miland.us

PHONE #: [redacted]

PLACE OF BIRTH: China

FATHER'S NAME: Nanzheng Mi **MOTHER'S MAIDEN NAME:** Youying Xing

ARE YOU A CITIZEN? **YES** ☑ **NO** ☐ **ALIEN CARD #**

ARE YOU A VETERAN: **YES** ☐ **NO** ☑

RESIDENCES FOR LAST FIVE YEARS

DATE: 2016-2021 **LOCATION:** [redacted]

DATE: **LOCATION:**

DATE: **LOCATION:**

DATE: **LOCATION:**

DATE: **LOCATION:**

EDUCATION

DATE: 2008-2010 **LOCATION:** Bentley University

DATE: 1998-2004 **LOCATION:** Jilin University

DATE: **LOCATION:**

DATE: **LOCATION:**

EMPLOYMENT HISTORY

DATE: 2014-2021 **LOCATION:** Boston **POSITION** Realtor

DATE: 2010-2014 **LOCATION:** Boston **POSITION** Financial Analyst

DATE: 2004-2008 **LOCATION:** Shanghai **POSITION** Consultant

DATE: **LOCATION:** **POSITION**

DATE: **LOCATION:** **POSITION**

SIGNATURE: Lan Hi/Manager of Cobblestone Holdings **DATE:** 5/11/2021

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

OPEN AIR PARKING SPACE LICENSE

Advertising fee is $10.50 to be submitted with the application made payable to the TAB

The applicant must first check with The Building Department before we can accept any application. Ten or more cars require a Special Permit from the Board of Appeals.

An 8 ½ x 11 plan must be filed showing the manner in which the cars are to be parked.

Complete the attached Interview Form and return it with three (3) letters of reference.

Fee is not paid until the license is granted

1-9 cars	**$75.00**

$15.00 for EACH car over nine.

GENERAL LAWS OF MASSACHUSETTS

PART I.
ADMINISTRATION OF THE GOVERNMENT

TITLE XX.
PUBLIC SAFETY AND GOOD ORDER

Chapter 148: FIRE PREVENTION

Section 56: Parking space business; licenses; fees; term; suspension and revocation; unlicensed business

Section 56. In any city or town which accepts the provisions of this section, no person shall engage in the business of conducting or maintaining an open-air parking space without a license therefor granted, in the city of Boston, by its commissioner of transportation, and in any other city or town, by the local licensing authority, approved in all cases by the head of the fire department. Each license granted under this section and the application therefor shall specify all the premises to be occupied by the licensee for the purpose of conducting the licensed business, the total area of the space therein to be actually used for parking or storing vehicles, and the maximum number of vehicles to be parked or stored in such area. The fee for each such license shall be such amount as may be established by the authority granting the license, and said authority may reasonably classify said licenses and fees. Licenses granted hereunder shall expire on April thirtieth following the date of issue, or on such date as may be specified therein, and may be suspended or revoked by such authority and by the head of the fire department. Whoever, not being licensed, engages in a business required by this section to be licensed, or is concerned therein, or, being licensed, violates any condition of his license or engages in such business, or is concerned therein, and any other place than that designated in his license or after notice to him that his license has been suspended or revoked, shall be punished by a fine of not more than three hundred dollars. The provisions of this section shall not apply to any open-air parking space established under paragraph (g) of section three of chapter one hundred and sixty-one A or under paragraph (g) of section six of chapter one hundred and sixty-one B and maintained or conducted by the Massachusetts Bay Transportation Authority or by an authority created under said chapter one hundred and sixty-one B or a lessee or licensee thereof.

Tiffany Souza

From: Xi Yang <cissyoung@hotmail.com>
Sent: Friday, May 21, 2021 11:15 PM
To: Tiffany Souza
Subject: Reference Letter for Lan Mi

Hi Ms. Souza,

This is an email of reference for Ms. Lan Mi in regards to her obtaining a parking lot license.

Lan was introduced to me by a friend of mine who bought a property with her assistance. Then, Lan helped me buy my current condo in 2018. After my purchase, I have also recommended her to multiple friends who eventually bought their properties with her service. We all appreciated her being trustworthy and knowledgeable as a real estate agent.

Having known her for 4 years, I'm sure she will be proactive and diligent for her next endeavor.

Thank you for your time and consideration!
Xi Yang

Tiffany Souza

From: Lan Mi <lan@miland.us>
Sent: Monday, May 24, 2021 1:34 PM
To: Tiffany Souza
Subject: Fwd: Letter of Reference, Town of Brookline

Dear Tiffany,
I got another reference letter from our previous parking owner, Janice. Please see below. Thank you

---------- Forwarded message ---------
From: **Janice Hoffman** <jh@sosrg.com>
Date: Sat, May 22, 2021 at 1:04 AM
Subject: Letter of Reference, Town of Brookline
To: Lan Mi <lan@miland.us>

To whom it may concern:

I am writing this letter of reference to speak to Lan Mi's character.

She is the new owner of the open-air parking lot located at 195 Rawson Road. I am writing in support of her being granted her license.

As a Brookline property owner myself, it is my honor and privilege to have Lan Mi in the role as owner of this lot.

She is a real estate professional, and I know that the tenants will be in good hands, and will be glad to work with her.

Likewise, the Town of Brookline is lucky to have her as an owner of a Brookline property. She will take good care of 195 Rawson Rd.

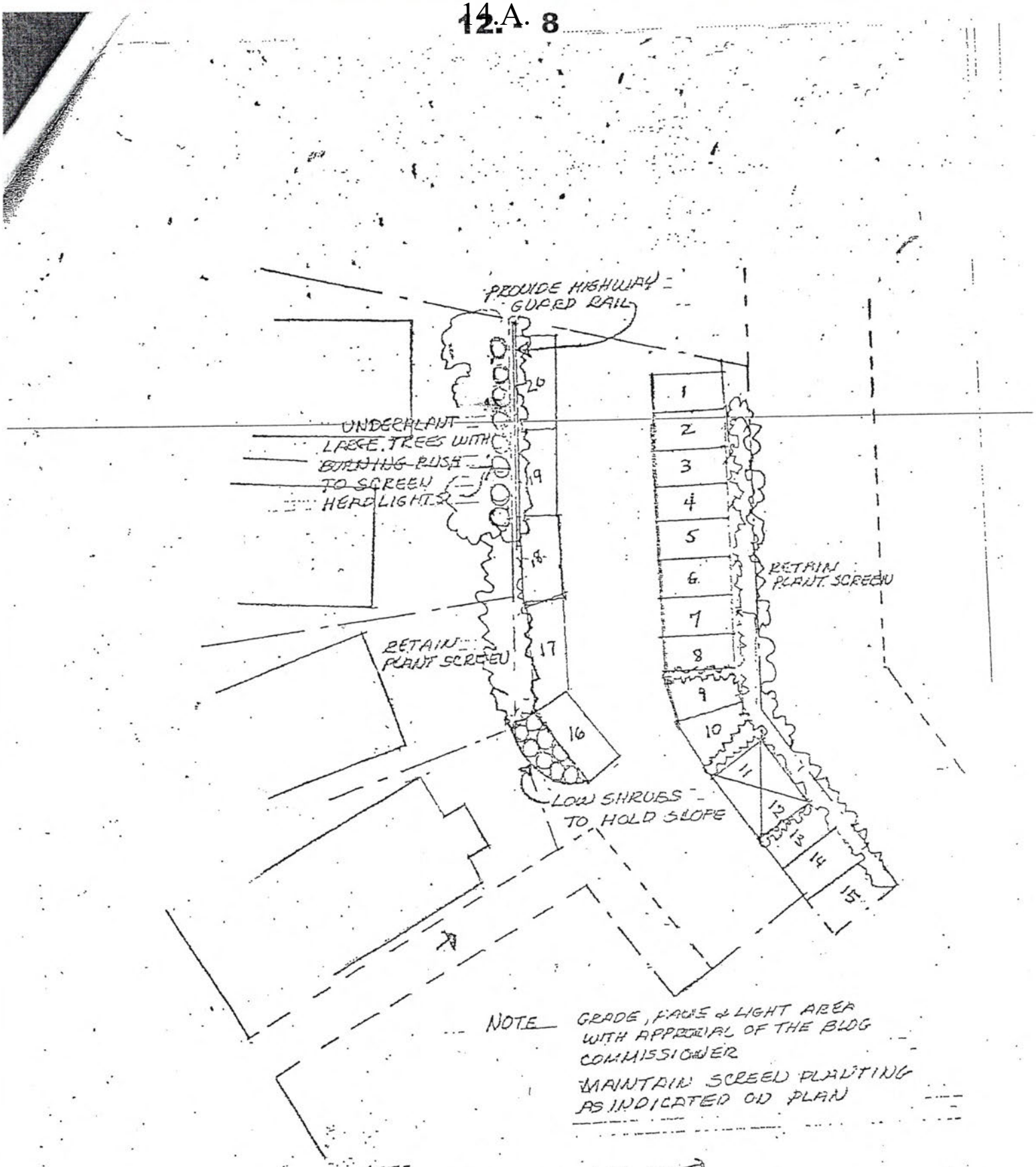
Lan Mi is very smart, and responsible, and is of good and sound character. She is an upstanding citizen. And will make a great addition to the owners who comprise the Town of Brookline

Please let me know if you have any questions, or need any further information.

Thank you.

Sincerely yours,

Janice Hoffman, M.Ed.
CRS, GRI, CBR, Realtor(R)
Managing Partner at
Signs of Success Realty Group, LLC
call or text 617.899.0951
email jh@sosrg.com



LOTS 53+54 REAR LOTS 57-61 RAWSON RD. (193-205) 40 CLAFLIN RD.

PARKING PLAN

BROOKLINE PLANNING DEPT.

AUG. 1976 1"=30'0"

REV NOV 1976

To whom it may concern:

May 24, 2021

I would like go give a very high recommendation to Lan Mi who I have known for over 10 years. She is a qualified and licensed Real Estate Broker. Originally met her when I was looking for a room to rent for a friend of mine where Lan was managing a rental property in Lexington. Since then we have developed a very close friendship and working relationship, which I am greatly appreciative.

Lan is a very honest and trust person who is very hard working and follows the Real Estate laws and rules very precisely/ Recently she upgrades her Sales Agent status to a full Broker in the Massachusetts Real Estate licensing board.

Since I am a Real Estate sales agent I have been working with Lan for close to the 10 years I have known her. We have entered in and closed many rental and sales transactions together. I would recommend her very much in the Massachusetts community and in all Real Estate transactions

Best regards,

William A. Small

Real Estate Agent in MA

617 803 6007

NEW ALL ALCOHOL BEVERAGES LICENSE

Applicant:	Knight Moves Cafe, Inc.
DBA:	Knight Moves Cafe
Location:	1402 Beacon Street

Application Details:

Question of approving the application of an All Alcoholic Beverages License Knight Moves Cafe, Inc. d/b/a Knight Moves Cafe at 1402 Beacon Street. Proposed manager of record is Devon Trevelyan. Proposed Operating Hours are Monday – Thursday 3:00PM – 11:00PM, Friday 3:00PM – 2:00AM, Saturday and Sunday 11:00AM – 2:00AM. Proposed Alcoholic beverage service hours are Monday – Thursday 3:00PM – 11:00PM, Friday 3:00PM – 2:00AM, Saturday and Sunday 11:00AM – 2:00AM.

Reports (Attached):

Police Department (Approved)

Checklist for Alcohol License

- ☐ Cover Letter for Application with list of enclosed documents with page numbers
- ☑ Filing Fee receipt paid to the Alcoholic Beverages Control Commission
- ☑ Monetary Transmittal Form
- ☑ Check for $10.50 Legal Ads **(Newspaper Notice Must Be Made Within 10 Days of Hearing)**
- ☑ Check for 5% of license filing fee **(New Applications)**
- ☑ New Retail Application
- ☑ Manager Application
- ☑ Vote of Corporate Board
- ☑ **CORI Authorization Form** for proposed manager of record and ANY individuals with direct or indirect beneficial or financial interest in the proposed license
- ☑ Proof of Citizenship for proposed manager of record
- ☑ Business Structure Documents
  - If Sole Proprietor, **Business Certificate**
  - If Partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- N/A Supporting Financial Records
- ☑ Floor Plans
- ☑ Legal Right to Occupy, a lease or deed
- ☑ Business Certificate (Town Clerk's Office)
- ☐ General and Liquor Liability Insurance Certificate
- ☐ Workers' Compensation Insurance Affidavit
- ☑ Common Victualler or Package Store Application
- N/A Entertainment Application (if applicable)
- ☐ Alternate Manager Application (if applicable)
- ☐ Outdoor Seating Application (if applicable)

- ☐ Abutter Notification (**Must be sent by CERTIFIED MAIL**)
- ☑ Copy of Legal Ad
- ☑ Report from Brookline Police
- ☑ Report from Building
- N/A Report from Fire
- N/A Report from Health

Revised March 18, 2021

BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

MARK P. MORGAN
ACTING CHIEF OF POLICE

TO: Acting Chief Mark P. Morgan

FROM: Lt. Michael P. Murphy #31

DATE: 6 June 2021

RE: Knight Moves Café Inc., d/b/a as Knight Moves Cafe, 1402 Beacon St., Brookline, MA: Request for a New All Alcoholic Beverage License & Manager of Record

Sir,

Knight Moves Cafe, 1402 Beacon St., Brookline, MA 02445 has applied for the approval of a new On-Premises s.12-Restaurant, All Alcohol Beverage License. Knight Moves Cafe is a board game cafe in Brookline that offers espresso, cold drinks, and sandwiches. They have been in business since 2013 and have a current Common Victualler license. Mr. Devon S. Trevelyan, as applicant and owner, also request the position of Manager of Record. The proposed hours of operation will be Monday–Thursday, 3:00 pm –11:00 pm, Friday 3:00 pm – 2:00 am, and Saturday and Sunday 11:00 am – 2:00 am. The proposed hours for alcohol service will be the same.

Mr. Devon S. Trevelyan Owner & Proposed Manager of Record

Mr. Trevelyan a US citizen over 21 years of age and as proof provided a U.S. Passport and active Massachusetts Driver's License. Mr. Trevelyan has also provided a TIPS safe service of alcohol certificate.

Mr. Trevelyan has yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's previous policy against in-person fingerprinting. Fingerprinting has resumed as of June 1st,

Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ❖ Facsimile (617) 730-8454

2021 and Mr. Trevelyan has been instructed to schedule an appointment. If any negative information is revealed through fingerprints, a supplemental report will be submitted.

A check of our Master Name Record system reveals no contacts with Mr. Trevelyan. A query of other applicable law enforcement databases reveals no information that would disqualify him from being named as the Manager of Record.

I have sent Mr. Trevelyan the Town's Sales of Alcoholic Beverages Regulations, the highlights of those regulations. I will meet with him at a later date, prior to alcohol service, to review the regulations and what is expected during an administrative inspection.

At this time, I see no reason to deny this application for a new All Alcohol Beverage License for Knight Moves Cafe or for Mr. Devon Trevelyan to be named as Manager of Record

Respectfully submitted,
Lt. Michael P. Murphy #31

Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ❖ Facsimile (617) 730-8454

TOWN of BROOKLINE
Massachusetts

BUILDING DEPARTMENT

Daniel F. Bennett
Building Commissioner

INTEROFFICE MEMORANDUM

Date: June 7, 2021

To: Melvin Kleckner
Town Administrator

From: Daniel Bennett
Building Commissioner

Re: **1402 Beacon Street** - Application from Knight Moves Café, Inc., d/b/a Knight Moves Cafe Devon Trevelyan, Owner, for an All Alcoholic Beverages License with an existing Common Victuallers license permitting 16 seats and proposed operating hours of Monday-Thursday 3pm-11pm, Friday 3pm -2am and Saturday and Sunday 11am-2am (your memo dated May 25, 2021).

The subject premises is located in a G-1.75 (CC) Coolidge Corner (General Business) Business District. The use as a restaurant of less than 5,000 square feet is permitted as of right per Section 4.07, Use #30 of the Town of Brookline Zoning By-Law.

The applicant is reminded that all signs and advertising devices require permits prior to installation and must be approved pursuant to the Zoning By-Law. It should also be noted that all building, plumbing, gasfitting, wiring and mechanical work requires permits from the Building Department. Building Department staff has discussed the increase in seats from 16 to 31. If the applicant chooses to move forward with increasing the seating an additional handicapped accessible is required. An architectural plan should be submitted showing a new accessible bathroom as well as a seating layout so a plan review to ensure compliance with all applicable building regulations can be completed.

If an odor problem occurs as a result of this use an odor control system designed and stamped by a registered professional engineer must be installed with a maintenance and cleaning schedule approved by the Building Department.

The Building Department has no objection with the application from Knight Moves Café, Inc., d/b/a Knight Moves Cafe Devon Trevelyan, Owner, for an All Alcoholic Beverages License and proposed operating hours of Monday-Thursday 3pm-11pm, Friday 3pm -2am and Saturday and Sunday 11am-2am. However, I cannot, at this time approve additional seating until a proper plan review can be completed.

333 Washington Street, Brookline, Massachusetts 02445
Tel: (617) 730-2100 Fax: (617) 739-7542

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

APPLICATION FOR A NEW LICENSE

Municipality: Brookline

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	§12 Restaurant	All Alcoholic Beverages	Annual

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

Knight Moves Cafe is a Board Game Cafe. Customers would purchase alcoholic beverages while they play boardgames. Only table service, no bar.

Is this license application pursuant to special legislation? (Yes) No Chapter 268 Acts of 2018

2. BUSINESS ENTITY INFORMATION

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

Entity Name: Knight Moves Cafe Inc
FEIN: [redacted]
DBA: Knight Moves Cafe
Manager of Record: Devon Trevelyan
Street Address: 1402 Beacon st Suite 1
Phone: 6175488979
Email: knightmovescafe@gmail.com
Alternative Phone: 6174875259
Website: knightmovescafe.com

3. DESCRIPTION OF PREMISES

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

Knight Moves Cafe is a single floor with an out door seating area in 2 parking spaces (as of Covid-19) Inside there are 3 areas totaling 1000 sq ft

Total Square Footage: 1000
Number of Entrances: 1
Seating Capacity: 16
Number of Floors: 1
Number of Exits: 3
Occupancy Number: 16

4. APPLICATION CONTACT

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

Name: Devon Trevelyan
Phone: 617 548 8979
Title: Owner
Email: knightmovescafe@gmail.com

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure: Corporation

Date of Incorporation: 5/15/2013

State of Incorporation: Massachusetts

Is the Corporation publicly traded? ○ Yes ◉ No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Devon Trevelyan	[redacted]		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Owner	100%	◉ Yes ○ No	◉ Yes ○ No	◉ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ 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

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒

If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6Aor 6B ever been suspended, revoked or cancelled?

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

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

7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises: Lease

Landlord Name: Rome Reymonde

Landlord Phone: 781-975-3294

Landlord Email: jacobm8000@gmail.com

Landlord Address: [redacted]

Lease Beginning Date: 5/1/2021

Rent per Month: 5200

Lease Ending Date: 5/1/2022

Rent per Year: 62,400

Will the Landlord receive revenue based on percentage of alcohol sales? ○ Yes ◉ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

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

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
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.
			◯ Yes ◯ No
			◯ Yes ◯ No
			◯ Yes ◯ No
			◯ Yes ◯ No

FINANCIAL INFORMATION

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

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ◯ Yes ◉ No

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

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name: Devon Trevelyan Date of Birth: [redacted] SSN: [redacted]

Residential Address: [redacted]

Email: knightmovescafe@gmail.com Phone: 617-548-8979

Please indicate how many hours per week you intend to be on the licensed premises: 80

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* (●) Yes ( ) No *Manager must be a U.S. Citizen

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

Have you ever been convicted of a state, federal, or military crime? ( ) Yes (●) No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
5/15/2013	NA	Owner	Knight Moves Cafe	NA

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: [signature] Date: 5/17/2021

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? ◯ Yes ◉ No
If yes, please fill out section 11.

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.*

11A. 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

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? ◯ Yes ◯ No
If yes, attach an affidavit providing the details of any and all convictions.

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 11A, 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

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, 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

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, 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

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D 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

11F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee? Yes ☐ No ☐

b. Will the licensee retain control of the business finances? Yes ☐ No ☐

c. Does the management entity handle the payroll for the business? 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: _____

Date: _____

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.

APPLICANT'S STATEMENT

I, [signature] the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager

Authorized Signatory

of Knight Moves Cafe

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: [signature] Date: 5/17/2021

Title: Owner

CORPORATE VOTE

The Board of Directors or LLC Managers of Knight Moves Cafe
Entity Name

duly voted to apply to the Licensing Authority of Brookline and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 5/17/2021
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize Devon Trevelyan
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 Devon Trevelyan
Name of Liquor License Manager

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

A true copy attest,

Corporate Officer /LLC Manager Signature

Devon Trevelyan
(Print Name)

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature

Devon Trevelyan
(Print Name)

ADDENDUM A

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

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

Entity Name

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director/ LLC Manager ◯ Yes ◯ No | US Citizen ◯ Yes ◯ No | MA Resident ◯ Yes ◯ No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director/ LLC Manager ◯ Yes ◯ No | US Citizen ◯ Yes ◯ No | MA Resident ◯ Yes ◯ No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director/ LLC Manager ◯ Yes ◯ No | US Citizen ◯ Yes ◯ No | MA Resident ◯ Yes ◯ No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director/ LLC Manager ◯ Yes ◯ No | US Citizen ◯ Yes ◯ No | MA Resident ◯ Yes ◯ No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director/ LLC Manager ◯ Yes ◯ No | US Citizen ◯ Yes ◯ No | MA Resident ◯ Yes ◯ No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director/ LLC Manager ◯ Yes ◯ No | US Citizen ◯ Yes ◯ No | MA Resident ◯ Yes ◯ No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director/ LLC Manager ◯ Yes ◯ No | US Citizen ◯ Yes ◯ No | MA Resident ◯ Yes ◯ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? ◯ Yes ◯ No
If yes, attach an affidavit providing the details of any and all convictions.

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

Please make $200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME Knight Moves Cafe

ADDRESS 1402 Beacon st

CITY/TOWN Brookline **STATE** MA **ZIP CODE** 02446

For the following transactions (Check all that apply):

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

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

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

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

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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: (IF EXISTING LICENSEE) | **LICENSEE NAME:** Knight Moves Cafe | **CITY/TOWN:** Brookline

APPLICANT INFORMATION

LAST NAME: Trevelyan | FIRST NAME: Devon | MIDDLE NAME: Stuart

MAIDEN NAME OR ALIAS (IF APPLICABLE): | PLACE OF BIRTH: Battle Creek, MI

DATE OF BIRTH: [redacted] | SSN: [redacted] | ID THEFT INDEX PIN (IF APPLICABLE):

MOTHER'S MAIDEN NAME: Margaret | DRIVER'S LICENSE #: [redacted] | STATE LIC. ISSUED: Massachusetts

GENDER: MALE | HEIGHT: 5 7 | WEIGHT: 160 | EYE COLOR: brown

CURRENT ADDRESS: [redacted]

CITY/TOWN: Boston | STATE: MA | ZIP: 02134

FORMER ADDRESS: [redacted]

CITY/TOWN: Brookline | STATE: MA | ZIP: 02446

PRINT AND SIGN

PRINTED NAME: Devon Trevelyan | APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this 5th month 20th day, 2021 before me, the undersigned notary public, personally appeared Devon Trevelyan (name of document signer), proved to me through satisfactory evidence of identification, which were Massachussetts 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.

NOTARY

CEDRIC Y. DYBAUD
Notary Public. Commonwealth of Massachusetts
My Commission Expires March 27, 2026

DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORI AUTHORIZED EMPLOYEE

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

Gmail

Knight Moves <knightmovescafe@gmail.com>

Receipt from nCourt

1 message

customerservice@ncourt.com <customerservice@ncourt.com>
To: knightmovescafe@gmail.com

Mon, May 17, 2021 at 1:38 PM

YOUR RECEIPT >>

Please include the payment receipt with your application. Thank you.

Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail
Address 1: 95 Fourth Street, Suite 3
Address 2:
City: Chelsea
State: Massachusetts
Zip: 02150

Payment On Behalf Of

First Name: Devon
Last Name: Trevelyan
Address 1: 85 Brainerd Rd
Address 2: #201
City: Allston
State: MA
Zip: 02134

Description	ID	Service Fee	Amount
FILING FEES-RETAIL	Knight Moves Cafe	$4.70	$200.00

Receipt Date: 5/17/2021 1:38:10 PM EDT
Invoice Number: cf929e93-2eca-4c24-8ef3-3e911006f2d5

Total Amount Paid: $204.70

Billing Information

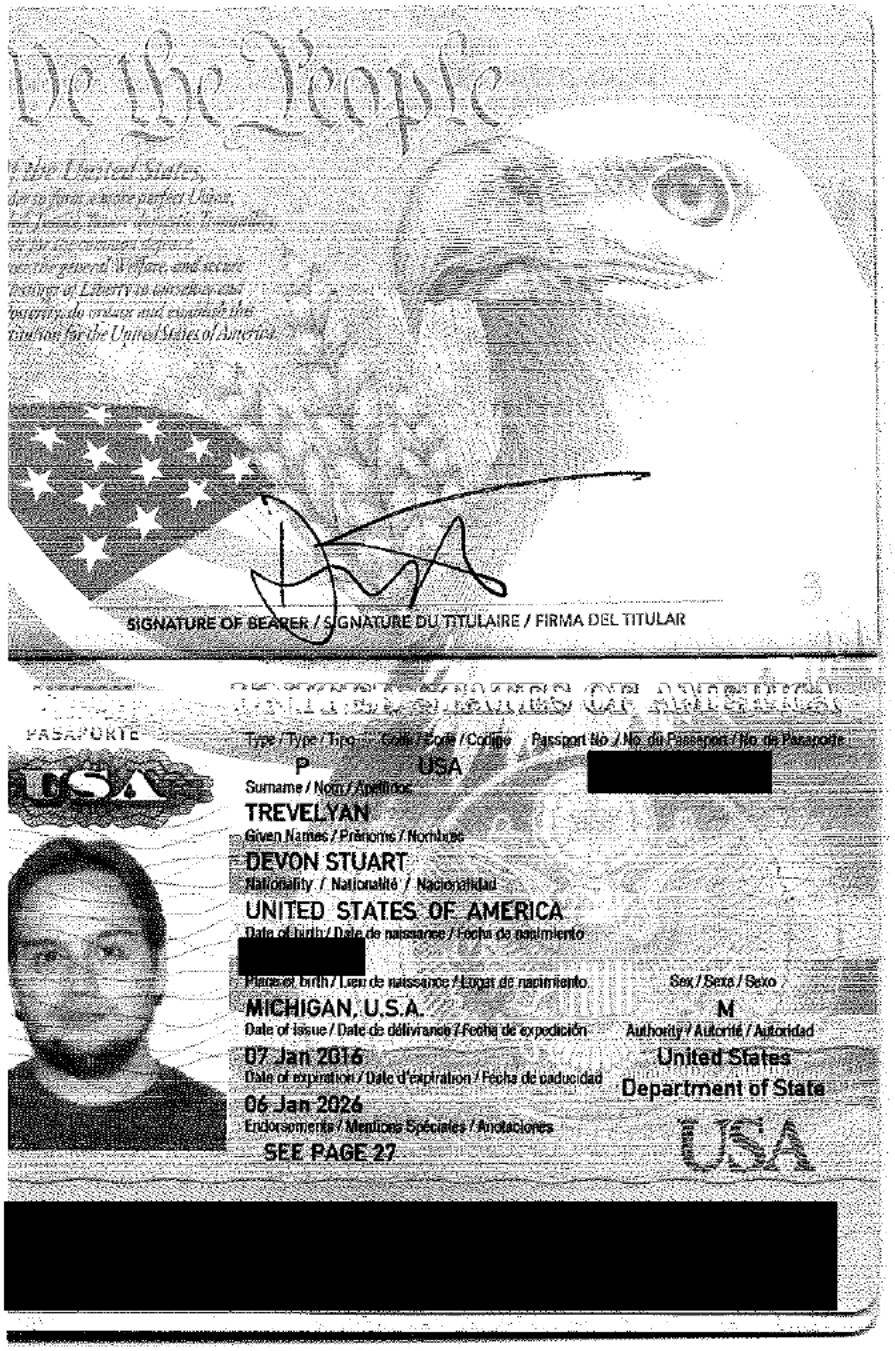
First Name	Devon
Last Name	Trevelyan
Email	knightmovescafe@gmail.com
Street	1402 Beacon St, Suite 1
City	Brookline
State/Territory	MA
Zip	02446
Phone Number	(617) 548-8979

Credit / Debit Card Information

Card Type	Visa
Card Number	**********1546

IMPORTANT INFORMATION >>

Please verify the information shown above. Your payment has been submitted to the location listed above.


We The People
SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR
PASAPORTE
USA
Type / Type / Tipo
P
Code / Code / Código
USA
Passport No / No. du Passeport / No. de Pasaporte
[redacted]
Surname / Nom / Apellidos
TREVELYAN
Given Names / Prénoms / Nombres
DEVON STUART
Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA
Date of birth / Date de naissance / Fecha de nacimiento
[redacted]
Place of birth / Lieu de naissance / Lugar de nacimiento
MICHIGAN, U.S.A.
Sex / Sexe / Sexo
M
Date of issue / Date de délivrance / Fecha de expedición
07 Jan 2016
Authority / Autorité / Autoridad
United States
Department of State
Date of expiration / Date d'expiration / Fecha de caducidad
06 Jan 2026
Endorsements / Mentions Spéciales / Anotaciones
SEE PAGE 27
USA
[redacted]

MA SOC Filing Number: 201335925460 Date: 5/7/2013 3:04:00 PM

D

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED **Articles of Organization** FORM MUST BE TYPED

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

ARTICLE I

The exact name of the corporation is:

Knight Moves Cafe Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

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.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
		Common	2000	$0.01

**G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*

P.C.

MAY-07-2013 14:09 608 827 5601 608 827 5601 P.002

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

ARTICLE V

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

ARTICLE VI

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

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization of the corporation is 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 the 90th day after the articles are received for filing:

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

a. The street address of the initial registered office of the corporation in the commonwealth:

155 Federal Street, Ste 700, Boston, Massachusetts 02110

b. The name of its initial registered agent at its registered office: Business Filings Incorporated

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):

President: Devon Trevelyan, 1284 Beacon St. Apt 316, Brookline, Massachusetts 02446

Treasurer: Devon Trevelyan, 1284 Beacon St. Apt 316, Brookline, Massachusetts 02446

Secretary: Devon Trevelyan, 1284 Beacon St. Apt 316, Brookline, Massachusetts 02446

Director(s): Devon Trevelyan, 1284 Beacon St. Apt 316, Brookline, Massachusetts 02446

d. The fiscal year end of the corporation: December

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

Board game cafe

f. The street address of the principal office of the corporation:

1402 Beacon St. Unit 1, Brookline, Massachusetts 02446

g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

1402 Beacon St. Unit 1, Brookline, Massachusetts 02446, which is

(number, street, city or town, state, zip code)

- [x] its principal office;
- [ ] an office of its transfer agent;
- [ ] an office of its secretary/assistant secretary;
- [ ] its registered office.

Signed this 7th day of May, 2013 by the incorporator(s):

Signature: MWill

Name: Business Filings Incorporated Mark Williams, AVP

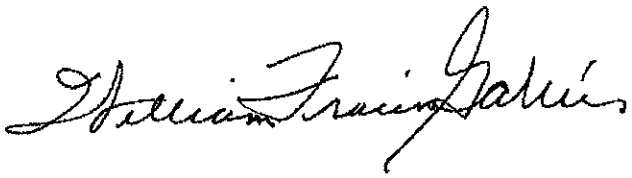
Address: 8040 Excelsior Dr Suite 200, Madison, Wisconsin 53717

MA SOC Filing Number: 201335925460 Date: 5/7/2013 3:04:00 PM

THE COMMONWEALTH OF MASSACHUSETTS

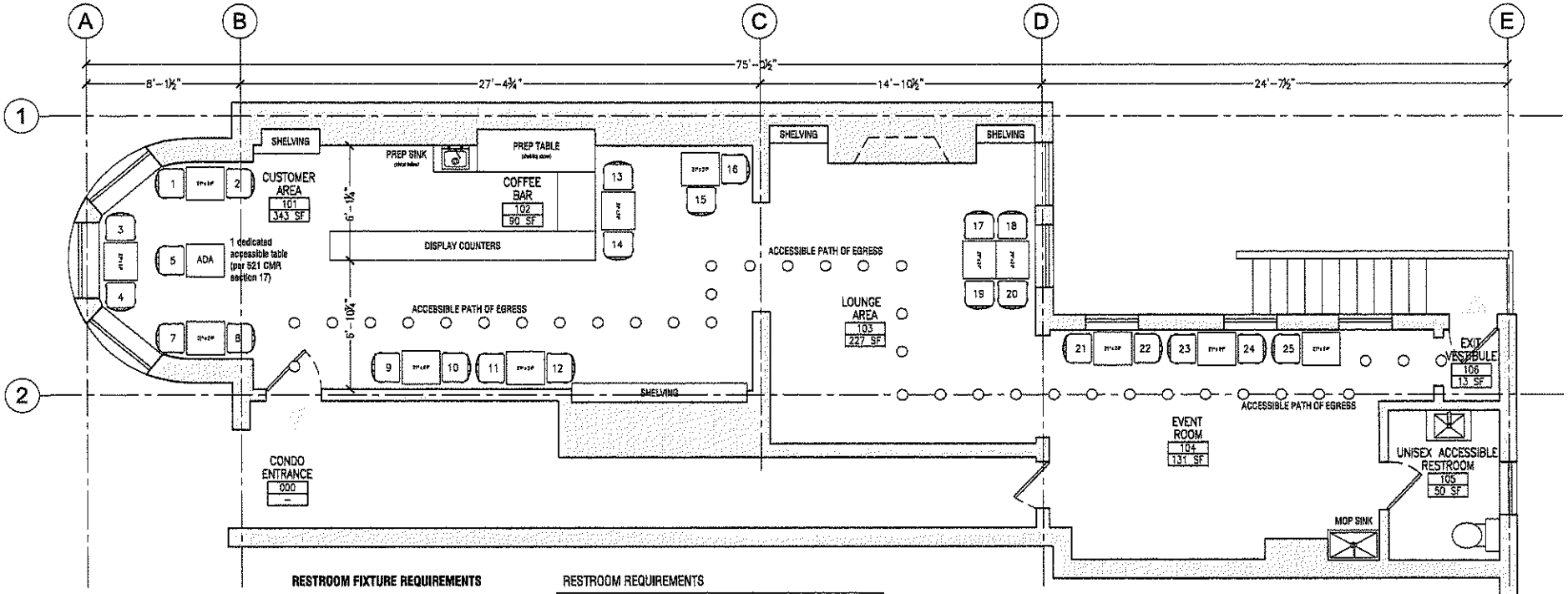
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

May 07, 2013 03:04 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



SEATING CAPACITY	AREA (sf)
CUSTOMER AREA	343
LOUNGE AREA	227
EVENT ROOM	131
PATH OF EGRESS	225
NET CUSTOMER AREA	476

area per seated occupants	15 sf / occupant
MAX ALLOWABLE SEATING	31 seats
ACTUAL SEATING	25 seats

RESTROOM FIXTURE REQUIREMENTS

ASSEMBLY TYPE: A-3 (RESTAURANT)

RESTAURANT SEATING: 25 seats

RESTROOM REQUIREMENTS

	TOILETS			LAVATORIES
	MEN 1/60	WOMEN 1/30	ACCESSIBLE STALL	1/200
REQUIRED	1	1	1 male/ 1female	1 male/1 female
PROVIDED	0	0	1 unisex	1

1 FIRST FLOOR PLAN
Existing
SCALE: 3/8" = 1'-0"

REVISIONS NO.	DESCRIPTION	DRAWN BY	DATE

1402 BEACON STREET

PROJECT OCCUPANCY CHANGE

SUBMISSION ISSUED FOR PERMITTING ONLY

Knight Moves

SITE Knight Moves Cafe
1402 Beacon Street
Brookline | MA | 02446

OWNER Devon Trevelyan
1402 Beacon Street
Brookline | MA | 02446
617.548.8979

ARCHITECT XChange Architects
38 Buckminster Rd
Brookline | MA | 02445

Contact: Derrick Choi | AIA
E: xchangearch@gmail.com
617.850.0468

STAMP
REGISTERED ARCHITECT
DERRICK K.Y. CHOI
No. 30993
BROOKLINE
MASS.
COMMONWEALTH OF MASSACHUSETTS
DATE 5/15/2021

TITLE
FLOOR PLAN - PROPOSED
MAIN FLOOR

JOB # Occupancy Change
DATE 15 March 2021
SCALE As Noted

SHEET
A-101

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GREATER BOSTON REAL ESTATE BOARD

From the Office of: Classic Realty

STANDARD FORM COMMERCIAL LEASE

1. PARTIES *(fill in)*

Rome Reymonde Rongen Levy Trust
LESSOR, which expression shall include **all** heirs, successors, and assigns where the context so admits, does hereby lease to
Devon Trevelyan 1284 Beacon Street #316 Brookline, MA 02446
LESSEE, which expression shall include **Devon Trevelyan 1284 Beacon Street #316 Brookline, MA 02446** successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:

2. PREMISES *(fill in and include, if applicable, suite number, floor number, and square feet)*

1402 Beacon Street Brookline, MA 02446 Unit #1 consisting of 955 Sq. Ft. on first floor and 332 Sq. Ft. in basement
The rent is Month to Month
Two Month notice before leaving RRJ

together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto.

3. TERM *(fill in)*

The term of this lease shall be for **(3) Three years** commencing on **May 1, 2021** $5,200 M/O and ending on MAY 1 2022 RR

4. RENT *(fill in)*

The LESSEE shall pay to the LESSOR fixed rent at the rate of **See addendum #A** dollars per year, payable in advance in monthly installments of , subject to proration in the case of any partial calendar month. All rent shall be payable without offset or deduction.

5. SECURITY DEPOSIT *(fill in)*

Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of dollars, which shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this lease, without interest, subject to the LESSEE's satisfactory compliance with the conditions hereof.

6. RENT ADJUSTMENT

A. TAX ESCALATION *(fill in or delete)*

If in any tax year commencing with the fiscal year , the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year (hereinafter called the "Base Year"), LESSEE will pay to LESSOR as additional rent hereunder, when and as designated by notice in writing by LESSOR, percent of such excess that may occur in each year of the term of this lease or any extension or renewal thereof and proportionately for any part of a fiscal year. If the LESSOR obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the LESSEE.

B. OPERATING COST ESCALATION *(fill in or delete)*

The LESSEE shall pay to the LESSOR as additional rent hereunder when and as designated by notice in writing by LESSOR, percent of any increase in operating expenses over those incurred during the calendar year . Operating expenses are defined for the purposes of this agreement as all costs and expenses incurred by the LESSOR during any calendar year in connection with the operation and maintenance of the land and buildings of which the leased premises are a part, including without limitation insurance premiums, license fees, janitorial service, landscaping and snow removal, employee compensation and fringe benefits, equipment and materials, utility costs, repairs, maintenance and any capital expenditure (reasonably amortized with interest) incurred in order to reduce other operating expenses or comply with any governmental requirement.
(This agreement is only for 1 year) RRJ

This increase shall be prorated should this lease be in effect with respect to only a portion of any calendar year.

C. CONSUMER PRICE ESCALATION *(fill in or delete)*

(1) LESSEE agrees that in the event the "Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items (1982-84=100)" (hereinafter referred to as the "Price Index") published by the Bureau of Labor Statistics of the United States Department of Labor, or any comparable successor or substitute index designated by the LESSOR appropriately adjusted, reflects an increase in the cost of living over and above the cost of living as reflected by the Price Index for the month of , 20 (hereinafter called the "Base Price Index"), the fixed rent shall be adjusted in accordance with sub-paragraph (2) of this Article.

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REVISED 1981, 1994
Form ID: CB288 PD:02/02 5000

EQUAL HOUSING OPPORTUNITY

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13. ASSIGNMENT - SUBLEASING

The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

14. SUBORDINATION

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, deeds of trust or other such instruments in the nature of a mortgage.

15. LESSOR' S ACCESS

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

16. INDEMNIFICATION AND LIABILITY *(fill in)*

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by anything occurring on the leased premises unless caused by the negligence or misconduct of the LESSOR, and from all loss damage wherever occurring occasioned by any omission, fault, neglect or other misconduct of the LESSEE. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be responsibility.

17. LESSEE'S LIABILITY INSURANCE *(fill in)*

The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of **1,000,000.00** with property damage insurance in limits of **1,000,000** in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.

18. FIRE, CASUALTY - EMINENT DOMAIN

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

(a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
(b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

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

19. DEFAULT AND BANKRUPTCY *(fill in)*

In the event that:

(a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
(b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
(c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,

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

20. NOTICE *(fill in)*

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at

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Addendum to Lease 1402 Beacon St. #1 Brookline:

A. If the tenant fails to acquire all necessary permits to open for business within 90 days from the execution of this lease then this lease shall be null and void and the first and last month's rent paid by the tenant shall be retained by the landlord as liquidated damages, and this shall be the Landlord's sole and exclusive remedy at law and in equity Landlord shall refund the security deposit paid by Tenant.

B. In the event of a material default of this Lease by Tenant of more than two month's rent, Landlord may, at any time thereafter, with or without notice or demand, and without limiting Landlord in the exercise of any right or remedy, which Landlord may have by reason of such default terminate Tenant's right to possession of the Leased Premises by any lawful means, in which case this Lease and the Term hereof shall terminate and Tenant shall immediately surrender possession excluding those items belonging to tenant listed below of the Leased Premises to Landlord.

C. Landlord warrants and represents that the use for said premises set forth in paragraph 8 above is authorized under the Condominium Documents , and that written permission has been granted specifically by the Trustees for said use 7 days per week from 9 AM to 11 PM. Landlord certifies that Landlord is in compliance with all requirements for the premises under the Condominium Documents including that all condo fees and special assessments are current and paid in full. Landlord represents that other than individually metered electrical service and the monthly rent, Tenant shall have no other costs for utilities, condo fees, operating expenses or property taxes. Landlord shall be responsible for the maintenance and repair of all utilities including air conditioning for the term of the lease.

D. Tenant shall be entitled, at the termination of the lease, to remove all appliances, shelving, furniture and other removable fixtures including lighting from the premises so long as the premises are returned to their current "as-is" condition except for those items whose alteration has been paid by Landlord. Pursuant to Paragraph 12 of the Standard Form lease, Landlord specifically agrees to the alterations and repairs.

E. Landlord shall provide to Tenant copies of all condominium documents, amendments and the specific written authorization by the Trustees for the operation of the business as set forth in par. 8 above within no more than 48 hours of the signing of this lease. This is a condition precedent to the Tenant's obligation to perform. In the event that Tenant is not satisfied with these documents, all deposits by Tenant shall be refunded no more than 48 hours after written notice from Tenant that documents are not satisfactory. Such notice shall be given within 72 hours of receipt of all documents listed above.

Lessor _____

Lessee _____

COMMONWEALTH OF MASSACHUSETTS

Town of Brookline

Knight Moves Cafe
NAME

1402 BEACON STREET, #1
ADDRESS

NUMBER
DBA-2021-000020

FEE
$75.00

Book: **69** Page: **94**

IS HEREBY GRANTED A BUSINESS CERTIFICATE

In conformity with the provisions of Chapter One Hundred and Ten, Section Five of the General Laws, as amended.

This Business Certificate expires on **Wednesday, May 21, 2025** unless sooner suspended or revoked.

Owner(s): **Devon Trevelyan**
Devon Trevelyan

Town Clerk

Checklist for Common Victualler with Alcohol

☑ Common Victualler Application ☐ New Restaurant ☑ Existing

Only req'd for new rest

- ☐ Description of Operations
- ☐ Copy of menu
- ☐ Vote of Corporation
- ☐ Litter Letter
- ☐ Delivery description
- ☐ Renovation Form
- ☐ License Interview Form
- ☐ State Tax Verification Form
- ☐ CORI Acknowledgement Form
- ☐ Three letters of reference
- ☐ A set of: a description, illustration, and/or detailed plans
- ☐ General and Liquor Liability Insurance Certificate (required prior to opening)
- ☐ Certificate of Occupancy, Use, or Inspection (required prior to opening)
- ☐ Workers' Compensation Form (required prior to opening)

☑ Legal Right to Occupy, a lease or deed

☑ Business Certificate (Town Clerk's Office)

☑ IN-PERSON class for the safe service of alcohol certification (Manager of Record)

☒ Crowd Manager Certification from the Massachusetts Department of Fire Services (Manager of Record – If there is a bar)

☐ Alternate Manager Application (if applicable)

☒ Entertainment Application (if applicable)

☐ Outdoor Seating Application (if applicable)

☐ Report from Brookline Police

☐ Report from Building

☐ Report from Fire

☐ Report from Health

☐ DPW (Outside seating only)

Revised May 18, 2021

OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

APPLICATION FOR
COMMON VICTUALLER LICENSE

DATE: 5/20/2021

LOCATION: 1402 Beacon st

APPLICANT: Knight Moves Cafe Inc

INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: Knight Moves Cafe

BUSINESS OWNERSHIP- INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:

NAME	TITLE	EMAIL ADDRESS
Devon	Trevelyan Owner	Knightmovescafe@gmail.cc

TELEPHONE #	ADDRESS
617 548 8979	85 Brainerd Rd Boston MA 02134

NAME	TITLE	EMAIL ADDRESS

TELEPHONE # ADDRESS

NAME TITLE EMAIL ADDRESS

TELEPHONE # ADDRESS

HAVE YOU PREVIOUSLY HELD A COMMON VICTUALLER LICENSE IN BROOKLINE/ELSEWHERE? Yes
IF YES, LOCATION: AND DATES: Knight Moves Cafe 1402 Beacon st 2013 - Present

IF NOT, DO YOU HAVE PRIOR EXPERIENCE IN THE FOOD SERVICE BUSINESS:
IF YES, LOCATION: AND DATES

HOURS OF OPERATION FOR FOOD SERVICE:

DAYS: Mon - Thursday HOURS: 3pm - 11pm

DAYS: Friday HOURS: 3pm - 2am

DAYS: Saturday Sunday HOURS: 11am - 2am

HOURS OF OPERATION FOR ALCOHOLIC BEVERAGES SERVICE: (If applicable)

DAYS: Same as above HOURS:

DAYS: HOURS:

DAYS: HOURS:

PLEASE NOTE:

THE TOWN'S PREPARED FOOD SALES REGULATIONS SET THE PERMISSIBLE HOURS OF FOOD SALES.

MENU: (GENERAL TYPE OF FOOD SERVED)

Chips, snacks, sandwiches, Milkshakes

FLOOR SPACE SQ. FT. 1000

BYOB: Will you permit patrons to bring their own alcoholic beverages onto the premises? no
(If yes, please be aware of applicable Town regulations governing BYOB.)

SEATING CAPACITY: **INSIDE:** 16 **OUTSIDE:** 20 (covid)

Outside seating only applicable for 6 months from April 1st – September 30th.

(Please attach plan showing location and layout of outdoor seating.)

If outdoor seating is proposed to be located on any portion of the public sidewalk that is Town property, this application must be accompanied by proof that the applicant has secured, and that there is in effect during the period of time for which there will be outdoor seating, a general liability policy naming the Town as an additional insured in a minimum amount of $250,000.00/$500,000.00.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with use by the applicant of the Town's portion of a public sidewalk. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's sidewalk resulting from the applicant's use of it, and agrees to indemnify the Town for any expenses the Town incurs in restoring the Town's sidewalk to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).

Applicant agrees to outside seating terms and conditions: Yes

NUMBER OF BATHROOMS : **EMPLOYEE:** 1 **PUBLIC:** 1

NUMBER OF PARKING SPACES (IF ANY):

NUMBER OF EMPLOYEES: 2

All Common Victualler Licenses are issued subject to and conditioned on the licensee's compliance with Massachusetts General Laws Chapter 140, Section 2 et seq., Article 8.10 of the TownBy-Laws, and the Town's Prepared Food Sales Regulations.

Application Agrees to terms and conditions YES

APPLICANT SIGNATURE **TITLE:** Owner **PHONE#** 617 548 8979

EMAIL ADDRESS knightmovescafe@gmail.com

VOTE OF CORPORATION

DATE: 5/20/2021

AT A MEETING OF THE BOARD OF DIRECTORS OF Knight Moves Cafe Inc

HELD AT: _____ **ON:** _____

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

Common Victualler License

(TYPE OF LICENSE)

FOR THE YEAR 2021 **TO BE EXERCISED ON THE PREMISES LOCATED AT**

1402 Beacon st Brookline MA 02446

VOTED: TO AUTHORIZE Devon Trevelyan **TO SIGN**

THE APPLICATION FOR THE LICENSES IN THE NAME OF _____

_____ **AND TO EXECUITE ON ITS BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE GRANTING OF THE LICENSE.**

THIS CORPORATION HAS _____ **BEEN RESOLVED.**

A TRUE COPY

ATTEST: _____

CLERK

RENOVATION FORM

IF RENOVATIONS ARE BEING MADE TO LOCATION: PLEASE DESCRIBE IN DETAIL WHAT RENOVATIONS WILL BE *MADE, DATE AND SIGN BELOW.*

(1)_____

(2)_____

(3)_____

(4)_____

(5)_____

(6)_____

DATE:_____ **SIGNATURE OF APPLICANT:**_____

(PLEASE SUBMIT THREE SETS OF PLANS)

LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Common Vic

NAME: Devon Trevelyan

ADDRESS: 85 Brainerd Rd Boston MA 02134

EMAIL ADDRESS: Knightmovescafe@gmail.com

PHONE #: 617-548-8979

PLACE OF BIRTH: Battle Creek, MI

FATHER'S NAME: Mark Terentiev **MOTHER'S MAIDEN NAME:** Amy Stuart

ARE YOU A CITIZEN? YES ☑ NO ☐ **ALIEN CARD #**

ARE YOU A VETERAN: YES ☐ NO ☑

RESIDENCES FOR LAST FIVE YEARS

DATE: 2013-2017 **LOCATION:** 1284 Beacon st Brookline MA 02446

DATE: 2017 - Present **LOCATION:** 85 Brainerd Rd Boston MA 02134

DATE: **LOCATION:**

DATE: **LOCATION:**

DATE: **LOCATION:**

EDUCATION

DATE: 2006 **LOCATION:** Northeastern University

DATE: **LOCATION:**

DATE: **LOCATION:**

DATE: **LOCATION:**

EMPLOYMENT HISTORY

DATE: 2013 **LOCATION:** Knight Moves Cafe **POSITION** Owner

DATE: **LOCATION:** **POSITION**

DATE: **LOCATION:** **POSITION**

DATE: **LOCATION:** **POSITION**

DATE: **LOCATION:** **POSITION**

SIGNATURE: **DATE:** 5/20/21

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

STATE TAX VERIFICATION FORM

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

***Signature of Individual**

By: Corporate Officer

[redacted]

**** Social Security #**

Voluntary or Federal ID #

***This license will not be issued unless this certification clause is signed by the applicant.**

****Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.**

TIPS® eTIPS On Premise 3.1 CERTIFIED

Issued: 5/10/2021 Expires: 5/10/2024

ID#: 5467540

Devon Trevelyan
85 Brainerd Rd Apt 201
Boston, MA 02134-4529

For service visit us online at www.gettips.com

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2021

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 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
McSweeney & Ricci Insurance Agency, Inc.
420 Washington Street
Braintree MA 02184

CONTACT NAME:
PHONE (A/C, No, Ext): 781-848-8600 FAX (A/C, No): 781-843-8807
E-MAIL ADDRESS: mrireception@mcsweeneyricci.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arbella Insurance Group	17000
INSURER B : Allmerica Financial Benefit	41840
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED KNIGMOV-01
Knight Moves Cafe, Inc.
Devon Trevelyan
1402 Beacon Street Unit#1
Brookline MA 02446

COVERAGES **CERTIFICATE NUMBER:** 117400259 **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	X COMMERCIAL GENERAL LIABILITY			7520033139	11/11/2020	11/11/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WZNA735969	11/11/2020	11/11/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

City of Brookline
333 Washington St
Brookline 02445

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

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NEW ALL ALCOHOL BEVERAGES LICENSE

Applicant:	DTJ Group, Inc.
DBA:	Mandarin Gourmet
Location:	1020 W. Roxbury Parkway, CH, MA 02467

Application Details:

Question of approving the application of a transfer of an All Alcoholic Beverages License DTJ Group, Inc. d/b/a Mandarin Gourmet at 1020 West Roxbury Parkway. Proposed manager of record is Jamie Thang. Proposed Operating Hours of operation will be Sunday – Thursday 11:30 am to 9:30pm, Fri – Sat 11:30 am to 10:30pm. Proposed Alcoholic beverage service hours are Hours of operation will be Sunday – Thursday 11:30 am to 9:30pm, Fri – Sat 11:30 am to 10:30pm.

Reports (Attached):

Police Department (Approved)

Checklist for Alcohol License

- ☑ Cover Letter for Application with list of enclosed documents with page numbers
- ☑ Filing Fee receipt paid to the Alcoholic Beverages Control Commission
- ☑ Monetary Transmittal Form
- ☑ Check for $10.50 Legal Ads **(Newspaper Notice Must Be Made Within 10 Days of Hearing)**
- N/A ☑ Check for 5% of license filing fee **(New Applications)**
- ☑ New Retail Application
- ☑ Manager Application
- ☑ Vote of Corporate Board
- ☑ **CORI Authorization Form** for proposed manager of record and ANY individuals with direct or indirect beneficial or financial interest in the proposed license
- ☑ Proof of Citizenship for proposed manager of record
- ☑ Business Structure Documents
  - If Sole Proprietor, **Business Certificate**
  - If Partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- ☑ Supporting Financial Records
- ☑ Floor Plans
- ☑ Legal Right to Occupy, a lease or deed
- ☑ Business Certificate (Town Clerk's Office)
- ☑ General and Liquor Liability Insurance Certificate
- ☑ Workers' Compensation Insurance Affidavit
- ☐ Common Victualler or Package Store Application
- ☐ Entertainment Application (if applicable)
- ☐ Alternate Manager Application (if applicable)
- ☐ Outdoor Seating Application (if applicable)

- ☑ Abutter Notification (**Must be sent by CERTIFIED MAIL**)
- ☑ Copy of Legal Ad
- ☑ Report from Brookline Police
- ☑ Report from Building
- ☑ Report from Fire
- ☑ Report from Health

Revised March 18, 2021

BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

MARK P. MORGAN
ACTING CHIEF OF POLICE

TO: Acting Chief Mark P. Morgan

FROM: Lt. Michael P. Murphy #31

DATE: 6 June 2021

RE: Transfer of Section 12 All Kinds Alcohol License from Mandarin Gourmet Ltd. to DTJ Group, Inc., d/b/a Mandarin Gourmet at 1020 West Roxbury Pkwy., Chestnut Hill, MA. 02467. Request for a new CV license and to appoint Ms. Jamie Anh Thang, as Manager of Record.

Sir,

On behalf of DTJ Group, Inc. d/b/a Mandarin Gourmet, Attorney Jenifer Allen, PO Box 149, Stoughton, MA 02072, has submitted an application for a Transfer of an All Kinds Alcohol License from Mandarin Gourmet Ltd. to DTJ Group, Inc. d/b/a Mandarin Gourmet at 1020 west Roxbury Pkwy., Chestnut Hill, MA. 02467. The proposed licensee is also seeking a new CV license and to appoint Jaimie Anh Thang as the Manager of Record.

The sole member of the current ownership, The Mandarin Gourmet, Ltd. is:

Justina Lo President, Treasurer, Secretary and Director

[redacted]

New ownership DTJ Group, Inc. is:

Mr. Wan Surn Ng Owner (90%) and Request as Alt. Manager of Record

[redacted]

Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ❖ Facsimile (617) 730-8454

Mr. Ng was born in China but is a US citizen over 21 years of age and a Naturalization document was submitted with the application. He attended Bentley College. He has been

A check of our Master Name Record system reveals no contacts with Mr. Ng. A query of other applicable law enforcement databases reveals no information that would disqualify him from being named as the Manager of Record.

Mr. Ng has yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's previous policy against in-person fingerprinting. Fingerprinting has resumed as of June 1st, 2021 and Mr. Ng has been instructed to make an appointment. If any negative information is revealed that would disqualify him from being named as the Alternate Manager of Record, a supplemental report will be submitted

Ms. Jaimie Anh Thang Owner (10%) and Request as Manager of Record

Ms. Thang has worked in the restaurant industry since 2013 as a Manager and general manager. She is a US citizen over 21 years of age and US Passport was submitted with the application

Ms. Thang has yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's previous policy against in-person fingerprinting. Fingerprinting has resumed as of June 1st, 2021 and Ms. Thang has been instructed to make an appointment. If any negative information is revealed that would disqualify her from being named as the Manager of Record, a supplemental report will be submitted

A check of our Master Name Record system reveals no contacts with Ms. Thang. A query of other applicable law enforcement databases reveals no information that would disqualify her from being named as the Manager of Record.

I have sent both, Mr. Ng and Ms. Thang the Town's Sales of Alcoholic Beverages Regulations, and the highlights of those regulations. I will meet with them at a later date, prior to alcohol service, to review the regulations and what is expected during an administrative inspection.

Accompanying the ABCC Application forms were the Corporate Vote, Executed by Wan S. Ng authorizing Ms. Jaimie Thang as the Liquor License Manager for the DTJ Group, Inc. DTJ Group is also providing $70,000.00 to the business. The property, located at 1020 West Roxbury Pkwy., Chestnut Hill, MA. 02467 is leased for seven years

DTJ Group has also requested Common Victualler License. The hours of operation for the seventy-four (74) indoor seat restaurant will be Monday to Thursday 11:00 am – 10:00 pm, Friday 11:00 am – 11:00 pm, Saturday 7and Sunday 7:00 am – 11:00 pm. The proposed Alcoholic beverage services are Monday to Saturday 10:00 am to 12:00 am and Sunday 12:00 pm – 12:00 am.

At this time, I see no reason to deny this application for the transfer of the All Alcohol Beverage License for Mandarin Gourmet. I have no objection for Ms. Thang to be named as Manager of Record or for Mr. Ng being named as an Alternate Manager. I also have no objection for the entertainment license request.

Respectfully submitted,
Lt. Michael P. Murphy #31

Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ❖ Facsimile (617) 730-8454

JEN ALLEN LAW
JENALLENLAW.COM

P.O. Box 149, Stoughton, MA 02072
T: 508.954.6695 F: 508.536.3927

May 17, 2021

Brookline Licensing Board
333 Washington Street, 6th Fl
Brookline, MA 02445

RE: Transfer of Liquor License Mandarin Gourmet located at 1020 West Roxbury Parkway

Dear Sir or Madam:

In connection with my client's application for Transfer of Liquor License to DTJ Group, Inc., I enclose a check for $10.50 payable to the Brookline TAB along with required papers to cover the amendment.

Herewith please find in duplicate:

- ABCC Online Application for Multiple Amendments
- Monetary Transmittal Form
- Corporate Information
- CORI Request Forms (2)
- Corporate Vote Form
- Certificate of Vote
- Licenses (2)
- Passports & Certificate of Naturalization
- Lease
- Bill of Sale

- TIPS Certification
- Liability Insurance Binder

If you have any questions do not hesitate to call me.

Thank you.

Jennifer Allen, Esq.

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) 00046-RS-0148

ENTITY/ LICENSEE NAME DTJ Group, Inc.

ADDRESS 1020 West Roxbury Parkway

CITY/TOWN Brookline **STATE** MA **ZIP CODE** 02467

For the following transactions (Check all that apply):

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

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

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

95 Fourth Street, Suite 3, Chelsea, Massachusetts 02150

Phone (617) 727-3040

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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

Transaction Processed Successfully.
INVOICE #: 1635c334-285e-45c7-b608-9b276cd6a817

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	DTJ Group Inc.	$200.00
		$200.00

Total Convenience Fee: $4.70

Date Paid: 5/19/2021 6:56:43 PM EDT

Total Amount Paid: $204.70

Payment On Behalf Of

License Number or Business Name:
DTJ Group, Inc.

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Jennifer

Last Name:
Allen

Address:
326 Wood St

City:
Fall River

State:
MA

Zip Code:
02721

Email Address:
jen@jenallenlaw.com

Print Receipt | Make Another Payment

powered by nCourt

Gmail

Jen Allen <jen@jenallenlaw.com>

Receipt from nCourt

1 message

customerservice@ncourt.com <customerservice@ncourt.com> Wed, May 19, 2021 at 6:56 PM
To: jen@jenallenlaw.com

YOUR RECEIPT >>

Please include the payment receipt with your application. Thank you.

- **Once you have made your payment, you will receive a status notification (via email) of the acceptance OR rejection of your submission.**

Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail
Address 1: 95 Fourth Street, Suite 3
Address 2:
City: Chelsea
State: Massachusetts
Zip: 02150

Payment On Behalf Of

First Name: Wan Last Name: Ng
Address 1: 1020 West Roxbury Parkway
Address 2:
City: Chestnut Hill State: MA Zip: 02467

Description	ID	Service Fee	Amount
FILING FEES-RETAIL	DTJ Group Inc.	$4.70	$200.00

Receipt Date: 5/19/2021 6:56:43 PM EDT
Invoice Number: 1635c334-285e-45c7-b608-9b276cd6a817

Total Amount Paid:$204.70

Billing Information

First Name Jennifer
Last Name Allen
Email jen@jenallenlaw.com
Street 326 Wood St
City Fall River
State/Territory MA
Zip 02721
Phone Number (508) 954-6695

Credit / Debit Card Information

Card Type Visa
Card Number **********1773

IMPORTANT INFORMATION >>

Please verify the information shown above. Your payment has been submitted to the location listed above.

- If this is not the correct organization, your payment will be rejected/refunded/transferred and you will not have satisfied your obligation
- If you pay less than the required amount due you will not have satisfied your obligation.
- Once you have made your payment, you will receive a status notification (via email) of the **acceptance OR rejection** of your submission.

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: Brookline

1. TRANSACTION INFORMATION

- [x] Transfer of License
- [ ] Alteration of Premises
- [ ] Change of Location
- [ ] Management/Operating Agreement
- [ ] Pledge of Inventory
- [ ] Pledge of License
- [ ] Pledge of Stock
- [ ] Other
- [ ] Change of Class
- [ ] Change of Category
- [ ] Change of License Type (§12 ONLY, e.g. "club" to "restaurant")

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.

DTJ Group, Inc. is seeking to transfer the all alcohol liquor license from mandarin Gourmet, Ltd. DTJ Group, Inc. has taken over the restuarant from the prior owner and seeks to also transer the liquor license for the restaurant from old owner, who retired.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	§12 Restaurant	All Alcoholic Beverages	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: 100046-RS-0148
FEIN: [redacted]

Entity Name: DTJ Group, Inc

DBA: Mandarin Gourmet
Manager of Record: Jaimie Thang

Street Address: 1020 West Roxbury Parkway, Chestnut Hill, MMA 02467

Phone: 617-325-6661
Email:

Add'l Phone:
Website: www.mandaringourmetma.com

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.

One floor with 6 rooms consisting of a waiting room/reception area, dining room, private function room, 3 bathrooms (2 patrons, 1 employee) and a kitchen. The basement is for storage.

Total Sq. Footage	3045	Seating Capacity	132	Occupancy Number	132
Number of Entrances	1	Number of Exits	3	Number of Floors	1

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name: Mandarin Gourmet, Ltd

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
Justina Lo	President, Treasurer, Sec, & Manager	100%

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: Wan Sum Ng
Residential Address: [redacted]
SSN:
DOB:
Title and or Position: President, Director, Alternate Manager
Percentage of Ownership: 90 %
Director/ LLC Manager: (●) Yes ( ) No
US Citizen: (●) Yes ( ) No
MA Resident: (●) Yes ( ) No

Name of Principal: Jaimie Thang
Residential Address: [redacted]
SSN:
DOB:
Title and or Position: Manager
Percentage of Ownership: 10%
Director/ LLC Manager: ( ) Yes (●) No
US Citizen: (●) Yes ( ) No
MA Resident: (●) Yes ( ) No

Name of Principal: Jacky Chen
Residential Address: [redacted]
SSN:
DOB:
Title and or Position: Treasurer, Director
Percentage of Ownership: 0%
Director/ LLC Manager: (●) Yes ( ) No
US Citizen: (●) Yes ( ) No
MA Resident: (●) Yes ( ) No

Name of Principal: **Bao Ping Chen**
Residential Address: [redacted]
SSN:
DOB:
Title and or Position: Secretary, Director
Percentage of Ownership: 0%
Director/ LLC Manager: (●) Yes ( ) No
US Citizen: (●) Yes ( ) No
MA Resident: (●) Yes ( ) No

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APPLICATION FOR A TRANSFER OF LICENSE

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

Name of Principal	Residential Address	SSN	DOB
Xue Yong Zheng	[redacted]		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Director	0%	◉ Yes ○ No	◉ Yes ○ No	◉ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ 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	
Blue Orchid	12- On Premises	B2B Concepts, Inc.	
Ginjo Restaurant	12-On Premises	B2B Group, Inc.	
Sakura Restaurant	12-On Premises	Baithai, Inc.	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6Aor 6B ever been suspended, revoked or cancelled?

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure: Corporation

Date of Incorporation: 3/21/2021

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: Parkway Centre Associates, LLC

Landlord Phone: 617-930-2294

Landlord Email: Robert@thebasilegroup.com

Landlord Address: [redacted] Brookline, MA 02446

Lease Beginning Date: 4/1/2021

Rent per Month: 14,273.25

Lease Ending Date: 3/31/2028

Rent per Year: 171,279.00

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: Jennifer Allen, Esq.

Phone: 508-954-6695

Title: Attorney

Email: jen@jenallenlaw.com

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	0
C. Other* (Please specify)	70,000
D. Total Cost	70,000

*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
DTJ Group, Inc.	70,000
Total	70,000

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.
			◯ Yes ◯ No
			◯ Yes ◯ No
			◯ Yes ◯ No
			◯ Yes ◯ No

FINANCIAL INFORMATION

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

DTJ Group, Inc. signed a new Lease with the Landlord in which they made renovations and upgrades to the resturant. The prior owner sold the business to DTJ Group for nominal consideration in return for her release of her current tenancy and obligations. The $70,000 covers the renovations, which included paint and interior upgrades and all of the start-up costs for the new company to take over and get started.

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: Jaimie Anh Thang Date of Birth: [redacted] SSN: [redacted]

Residential Address: [redacted]

Email: jaimiet2011@gmail.com Phone: [redacted]

Please indicate how many hours per week you intend to be on the licensed premises: 40

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* ◉ Yes ○ No *Manager must be a U.S. Citizen

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

Have you ever been convicted of a state, federal, or military crime? ○ Yes ◉ No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
2018	2021	General Manager	Bonchon Chicken	Max Ma
2016	2018	Manager	Shabu & Mein	Jimmy Liang
2015	2016	Manager	Ginjo Restaurant	David Chen
2013	2015	Manager	Sakura Restaurant	David Ng

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: [signature] Date: 5/13/24

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

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? ◯ Yes ◯ No
If yes, attach an affidavit providing the details of any and all convictions.

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? Yes ☐ No ☐

b. Will the licensee retain control of the business finances? Yes ☐ No ☐

c. Does the management entity handle the payroll for the business? 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: _____

Date: _____

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.

CONTINUED
SECTION 10 C EMPLOYMENT INFORMATION

Start Date	End Date	Position	Employer	Supervisor
2008	2013	Manager	Beijing Tokyo Restaurant	Mr. Tong

In regards to the transfer of the liquor license, the prior owner was no longer profitable and due to Covid-19 was going to close the doors and shut down the restaurant permanently. DTJ Group, Inc. stepped in and is in the process of taking over the restaurant. A Bill of Sale is included in this application in which the owner sold the business for nominal consideration to DTJ Group, Inc. in return for DTJ Group, Inc. to sign a lease with the Landlord, which then terminated the prior owners obligations and released her from the lease, which is consideration in itself. The new Lease is also included in this application. DTJ Group, Inc. seeks to transfer the liquor license in order to transition the restaurant completely to the new owners without much upset to the food and services offered to the public and the community.

APPLICANT'S STATEMENT

I, Wan Sum Ng the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory

of DTJ Group, Inc.
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: [signature] Date: 5/13/21

Title: PRESIDENT

CORPORATE VOTE

The Board of Directors or LLC Managers of DTJ Group, Inc.
Entity Name

duly voted to apply to the Licensing Authority of Brookline and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 5/13/2021
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize Wan S. Ng
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 Jaimie Thang
Name of Liquor License Manager

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

A true copy attest,

Corporate Officer /LLC Manager Signature

Wan S. Ng
(Print Name)

For Corporations ONLY
A true copy attest,

Bao Ping Chen
Corporation Clerk's Signature

Bao Ping Chen.
(Print Name)

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

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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: (IF EXISTING LICENSEE) LN-2017-0323 LICENSEE NAME: DTJ Group, Inc. CITY/TOWN: Brookline

APPLICANT INFORMATION

LAST NAME: Thang FIRST NAME: Jaimie MIDDLE NAME: Anh

MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A PLACE OF BIRTH: Vietnam

DATE OF BIRTH: [redacted] SSN: [redacted] ID THEFT INDEX PIN (IF APPLICABLE):

MOTHER'S MAIDEN NAME: Quach DRIVER'S LICENSE #: [redacted] STATE LIC. ISSUED: Massachusetts

GENDER: FEMALE HEIGHT: 5 5 WEIGHT: 115 EYE COLOR: Brown

CURRENT ADDRESS: [redacted]

CITY/TOWN: Quincy STATE: MA ZIP: 02171

FORMER ADDRESS: Same

CITY/TOWN: STATE: ZIP:

PRINT AND SIGN

PRINTED NAME: Jaimie Thang APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this 5/13/2021 before me, the undersigned notary public, personally appeared Jaimie Thang (name of document signer), proved to me through satisfactory evidence of identification, which were ~~valid drivers license~~ MA ID CARD to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORI AUTHORIZED EMPLOYEE

The DCJ Identity 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.

MARGARET M SOOHOO
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
April 1, 2022

We the People
SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE
UNITED STATES OF AMERICA
USA
THANG
JAIME ANH NGOC
UNITED STATES OF AMERICA
25 Jun 1973
VIETNAM
F
United States
Department of State
USA
SEE PAGE 27

[redacted]

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

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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: (IF EXISTING LICENSEE) LN-2017-0323 LICENSEE NAME: DTJ Group, Inc. CITY/TOWN: Brookline

APPLICANT INFORMATION

LAST NAME: Ng FIRST NAME: Wan MIDDLE NAME: Sum

MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A PLACE OF BIRTH: China

DATE OF BIRTH: [redacted] SSN: [redacted] ID THEFT INDEX PIN (IF APPLICABLE):

MOTHER'S MAIDEN NAME: Chan DRIVER'S LICENSE #: [redacted] STATE LIC. ISSUED: Massachusetts

GENDER: MALE HEIGHT: 5 10 WEIGHT: 170 EYE COLOR: Black

CURRENT ADDRESS: [redacted]

CITY/TOWN: Westwood STATE: MA ZIP: 02090

FORMER ADDRESS: [redacted]

CITY/TOWN: Newton STATE: MA ZIP: 02438

PRINT AND SIGN

PRINTED NAME: Wan Ng APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this 5/13/2021 before me, the undersigned notary public, personally appeared Wan Ng (name of document signer), proved to me through satisfactory evidence of identification, which were valid drivers 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.

NOTARY

MARGARET M. SOOHOO
Notary P...
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
April 1, 2022

DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORI AUTHORIZED EMPLOYEE

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UNITED STATES OF AMERICA

No. [redacted]

CERTIFICATE OF NATURALIZATION

I.N.S. Registration No. [redacted]

Personal description of holder as of date of naturalization:

Date of birth: SEPTEMBER 10, 1978

Sex: MALE

Height: 5 feet 11 inches

Marital status: SINGLE

Country of former nationality: CHINA, PEOPLE'S REPUBLI

I certify that the description given is true, and that the photograph affixed hereto is a likeness of me.

(Complete and true signature of holder)

Be it known that, pursuant to an application filed with the Attorney General at BOSTON, MA

For Attorney General having found that

WAN SUM NG

then residing in the United States, intends to reside in the United States when so required by the Naturalization Laws of the United States, and has in all other respects complied with the applicable provisions of such naturalization laws and was entitled to be admitted to citizenship, such person having taken the oath of allegiance in a ceremony conducted by the

U.S. DISTRICT COURT
FOR THE MASSACHUSETTS DISTRICT

at BOSTON, MA on JANUARY 25TH, 1999

that such person is admitted as a citizen of the United States of America.

Commissioner of Naturalization and Immigration

IT IS PUNISHABLE BY U.S. LAW TO COPY, PRINT OR PHOTOGRAPH THIS CERTIFICATE WITHOUT LAWFUL AUTHORITY.

FORM N-550 (Rev. 4-77)

Corporations Division

Business Entity Summary

ID Number: [redacted]

Request certificate | New search

Summary for: DTJ GROUP, INC

The exact name of the Domestic Profit Corporation: DTJ GROUP, INC

Entity type: Domestic Profit Corporation

Identification Number: [redacted]

Date of Organization in Massachusetts:
03-01-2021

Last date certain:

Current Fiscal Month/Day: 12/31

The location of the Principal Office:

Address: 1020 WEST ROXBURY PARKWAY

City or town, State, Zip code, Country: CHESTNUT HILL, MA 02467 USA

The name and address of the Registered Agent:

Name: WAN SUM NG

Address: 1020 WEST ROXBURY PARKWAY

City or town, State, Zip code, Country: CHESTNUT HILL, MA 02467 USA

The Officers and Directors of the Corporation:

Title	Individual Name	Address
PRESIDENT	WAN SUM NG	[redacted]
TREASURER	JACKY CHEN	
SECRETARY	BAO PING CHEN	
DIRECTOR	JACKY CHEN	
DIRECTOR	BAO PING CHEN	
DIRECTOR	XUE YONG ZHENG	
DIRECTOR	WAN SUM NG	

Business entity stock is publicly traded: ☐

The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares

CNP	$ 0.00	360	$ 0.00	360

☐ **Consent** ☐ **Confidential Data** ☐ **Merger Allowed** ☐ **Manufacturing**

View filings for this business entity:

ALL FILINGS
Administrative Dissolution
Annual Report
Application For Revival
Articles of Amendment

View filings

Comments or notes associated with this business entity:

New search

MA SOC Filing Number: 202134702430 Date: 3/1/2021 11:52:00 AM

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $250.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

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

Identification Number: [redacted]

ARTICLE I

The exact name of the corporation is:

DTJ GROUP, 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. Please specify if you want a more limited purpose:

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 by Articles of Organization or Amendments		Total Issued and Outstanding
		Num of Shares	*Total Par Value*	*Num of Shares*
CNP	$0.00000	360	$0.00	360

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

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 Business Entity 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:

ARTICLE VI

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

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization 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 the *90th day* after the articles are received for filing.

Later Effective Date: Time:

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:

Name: WAN SUM NG
No. and Street: 1020 WEST ROXBURY PARKWAY
City or Town: CHESTNUT HILL State: MA Zip: 02467 Country: USA

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 First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	WAN SUM NG	[redacted]
TREASURER	JACKY CHEN	
SECRETARY	BAO PING CHEN	
DIRECTOR	JACKY CHEN	
DIRECTOR	BAO PING CHEN	
DIRECTOR	XUE YONG ZHENG	
DIRECTOR	WAN SUM NG	

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

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

RESTAURANT

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

No. and Street: 1020 WEST ROXBURY PARKWAY

City or Town: CHESTNUT HILL State: MA Zip: 02467 Country: USA

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

No. and Street: 1020 WEST ROXBURY PARKWAY
City or Town: CHESTNUT HILL State: MA Zip: 02467 Country: USA

which is

X its principal office
__ an office of its transfer agent
__ an office of its secretary/assistant secretary
__ its registered office

Signed this 1 Day of March, 2021 at 11:52:47 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.)*
WAN SUM NG

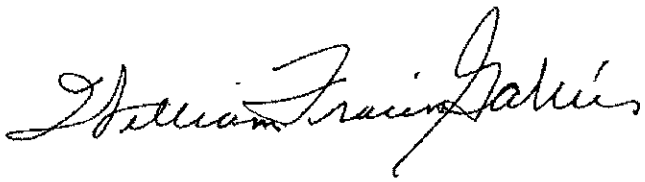
© 2001 - 2021 Commonwealth of Massachusetts
All Rights Reserved

MA SOC Filing Number: 202134702430 Date: 3/1/2021 11:52:00 AM

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:

March 01, 2021 11:52 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

X

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255-0023

Date of this notice: 08-29-2021

Employer Identification Number:
[redacted]

Form: SS-4

Number of this notice: CP 575 A

000372 321207 155497 21211 1 MB 0.450 914

DTJ GROUP INC
1020 W ROXBURY PKWY
CHESTNUT HILL MA 02467

00372

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 86-2731579. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

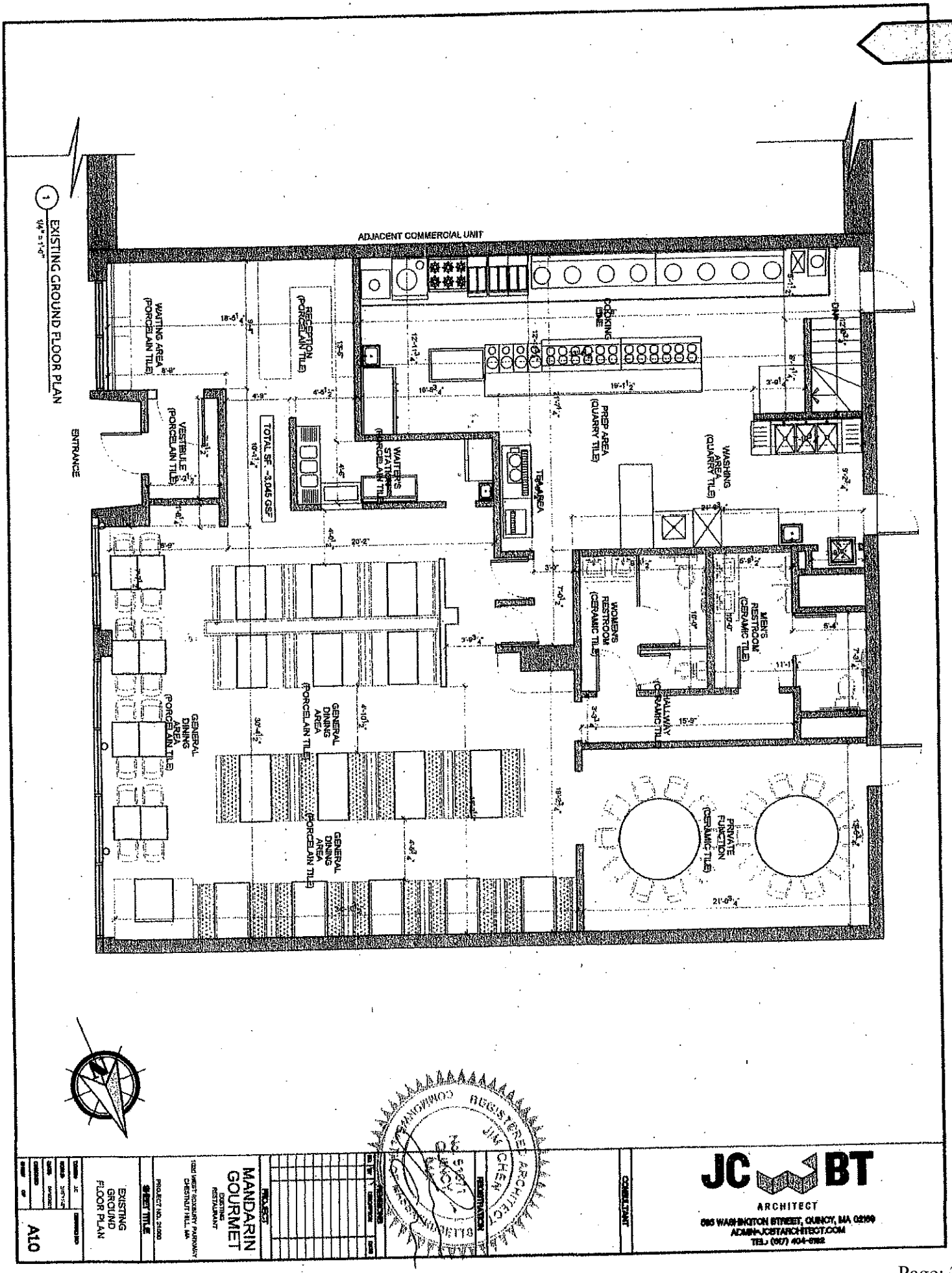
When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	10/31/2021
Form 1120	04/15/2022
Form 940	01/31/2022

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.


1
EXISTING GROUND FLOOR PLAN
1/4" = 1'-0"
ADJACENT COMMERCIAL UNIT
ENTRANCE
WAITING AREA (PORCELAIN TILE)
VESTIBULE (PORCELAIN TILE)
RECEPTION (PORCELAIN TILE)
TOTAL SF. -3,045 GSF
WAITERS STATION (PORCELAIN TILE)
COOKING LINE
PREP AREA (QUARRY TILE)
TEA AREA
WASHING AREA (QUARRY TILE)
WOMENS RESTROOM (CERAMIC TILE)
MENS RESTROOM (CERAMIC TILE)
HALLWAY (CERAMIC TILE)
PRIVATE FUNCTION (CERAMIC TILE)
GENERAL DINING AREA (PORCELAIN TILE)
GENERAL DINING AREA (PORCELAIN TILE)
GENERAL DINING AREA (PORCELAIN TILE)
DN
A10
EXISTING GROUND FLOOR PLAN
SHEET TITLE
PROJECT NO. 21000
1000 WEST ROXBURY PARKWAY
CHESTNUT HILL, MA
MANDARIN GOURMET
EXISTING RESTAURANT
PROJECT
REGISTRATION
REGISTERED ARCHITECT
JIM CHEN
COMMONWEALTH OF MASSACHUSETTS
CONSULTANT
JC BT
ARCHITECT
595 WASHINGTON STREET, QUINCY, MA 02169
ADMIN-JCBTARCHITECT.COM
TEL: (617) 404-6162

BILL OF SALE

Mandarin Gourmet, Ltd., a Massachusetts corporation ("Seller"), in consideration of the payment to it by DTJ Group, Inc. a Massachusetts corporation ("Buyer") of One Dollar ($1.00) Dollars, the receipt of both of which is hereby acknowledged, sells, transfers and hereby conveys to Buyer, with Warranty Covenants, the following assets, to have and to hold the same unto Buyer, its successors and assigns forever:

- All inventory and equipment located at 1020 West Roxbury Parkway, Chestnut Hill, MA

Together, herein referred to as the "Assets."

Seller for itself, successors and assigns, warrants and agrees to defend the title to the Assets, for the benefit of Buyer, its successors and assigns, against all persons, parties and entities of any nature, and states the following:

1. Seller warrants that it is the legal owner of all the Assets, has good and marketable title to them, and that the Assets are free of all liens and encumbrances including mortgages, pledges, conditional sales agreements, leases and security agreements.
2. The Assets are not subject to any UCC filings by any creditors which have not been terminated as of this day.
3. Seller warrants that there are no liabilities or accounts payable with respect to the Assets of any nature, whether accrued, absolute, contingent or otherwise; and that Seller has paid all taxes on the Assets to date, including any income, estimated, excise, sales, use, gross receipts, capital stock or any other tax to any and all federal, state, municipal or other governmental agency or body.
4. The Assets are in good condition and working order without material defect.
5. Seller has all necessary approvals to transfer all licenses to Buyer in connection with the Assets free and clear of any and all liens and taxes; has authority to transfer said licenses to Buyer; and with respect to the Liquor License being transferred.
6. Seller agrees to indemnify and hold Buyer harmless from and against any and all claims of creditors or other persons for moneys owed on the Assets (except as otherwise stated in the Asset Purchase Agreement between Buyer and Seller), for unpaid invoices to date, or for any unpaid taxes to date on the Assets.

Other than those warranties made above, the Buyer is purchasing the Assets in their "AS IS" condition.

Upon execution hereof, Buyer shall be entitled to take immediate possession of the Assets which are all located at 1020 West Roxbury Parkway, Chestnut Hill, MA, and to immediately occupy said premises.

Upon execution hereof, Buyer shall be entitled to take immediate possession of the Assets which are all located at 1020 West Roxbury Parkway, Chestnut Hill, MA, and to immediately occupy said premises.

In Witness Whereof, the parties have signed this Bill of Sale this 20th day of May, 2021.

SELLER:
Mandarin Gourmet, Ltd.

Justina Lo, President

BUYER:
DTJ Group, Inc

Wan S. Ng, President

EPM

LEASE AGREEMENT

SHOPPING CENTER NAME: The Shops at Putterham

SHOPPING CENTER LOCATION: West Roxbury Parkway, Brookline, MA

THIS LEASE, made as of the 1st day of April, 2021 (the "Effective Date") between PARKWAY CENTRE ASSOCIATES, LLC, a Massachusetts limited liability company with a principal place of business at 40 Williams Street, Brookline, Massachusetts 02446, hereinafter called the "Landlord", and DTJ GROUP, INC., a Massachusetts corporation with a principal place of business at 1020 West Roxbury Parkway, Brookline, Massachusetts, hereinafter called the "Tenant";

It is mutually covenanted and agreed by and between the parties hereto as follows, to wit:

DESCRIPTION OF PREMISES

(1) The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby demise and lease unto the Tenant the certain unheated store and basement premises (hereinafter sometimes called the "premises" or the "demised premises"), which premises are a part of the building (the "Building") known as The Shops at Putterham located at West Roxbury Parkway, Grove Street and South Street in Brookline, Massachusetts. The Building and the surrounding land used in connection therewith are hereinafter sometimes referred to as the "Shopping Center". The premises are also known as and numbered 1020, 1020A and 1024 West Roxbury Parkway, Brookline, Massachusetts and are the same premises presently occupied by the Chinese restaurant named Mandarin Gourmet. The Landlord shall have the right to make additions or reductions or other changes to the Building or the Shopping Center at any time or times.

The Landlord expressly reserves the use of the rear and side walls and the roof of the premises and the area between the roof and the ceiling of the premises and the right to install, maintain, use, repair and replace the pipes, ducts, conduits and wires leading

through the premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the Building and Shopping Center.

TERM

(2) The term of this Lease shall be for the period commencing on the Effective Date and terminating seven years from the Effective Date, unless said term shall be sooner terminated pursuant to the provisions of this Lease. The Tenant shall have two (2) options of five (5) years each to extend the term of this Lease pursuant to the terms and provisions of Section 51 hereof. The Effective Date shall commence on April 1, 2021. Landlord shall provide Tenant up to three (3) months rent abatement from the commencement of the Effective Date.

RENT

(3) During the continuance of this Lease Tenant shall pay to Landlord a minimum fixed rental in lawful money of the United States as follows:

A. For the period from the Rent Commencement Date, as hereinafter defined, to the third anniversary of the Effective Date fixed rent shall be payable at the annual rate of One Hundred Seventy-One Thousand Two Hundred Seventy-Nine and No/100 ($171,279.00) Dollars per annum which shall be paid by the Tenant in equal monthly payments of Fourteen Thousand Two Hundred Seventy-Three and 25/100 ($14,273.25) Dollars commencing on the Rent Commencement Date and on the first day of each month thereafter during the first three years of the term of this Lease.

B. During the fourth year of the term of this Lease the prior year's annual fixed rent shall be increased three (3%) percent per annum to an annual fixed rent of One Hundred Seventy-Six Thousand Four Hundred Seventeen and 37/100 ($176,417.37) Dollars which shall be paid by the Tenant in equal monthly installments of Fourteen Thousand Seven Hundred One and 44/100 ($14,701.44) Dollars on the first day of the fourth Lease year and on the first day of each month thereafter during the fourth year of the term of this Lease.

C. During the fifth year of the term of this Lease the prior year's annual fixed rent shall be increased

three (3%) percent per annum to an annual fixed rent of One Hundred Eighty-One Thousand Seven Hundred Nine and 89/100 ($181,709.89) Dollars which shall be paid by the Tenant in equal monthly installments of Fifteen Thousand One Hundred Forty-Two and 49/100 ($15,142.49) Dollars beginning on the first day of fifth Lease year and on the first day each month thereafter during the fifth year of the term of this Lease.

D. During the sixth year of the term of this Lease the prior year's annual fixed rent shall be increased three (3%) percent per annum to the annual rate of One Hundred Eighty-Seven Thousand One Hundred Sixty-One and 18/100 ($187,161.18) Dollars which shall be paid by the Tenant in equal monthly installments of Fifteen Thousand Five Hundred Ninety-Six and 76/100 ($15,596.76) Dollars on the first day of the sixth Lease year and on the first day of each month thereafter during the sixth year of the term of this Lease.

E. During the seventh year of the term of this Lease the prior year's annual fixed rent shall be increased three (3%) percent per annum to the annual rent of One Hundred Ninety-Two Thousand Seven Hundred Seventy-Six and 01/100 ($192,776.01) Dollars which shall be paid by the Tenant in equal monthly installments of Sixteen Thousand Sixty-Four and 67/100 ($16,064.67) Dollars on the first day of the seventh Lease year and on the first day of each month thereafter during the seventh year of the term of this Lease.

All of the aforesaid monthly rent amounts will be paid on or before the first day of each month in advance. Proportionate amounts of monthly rent installments shall be paid for any partial months at the commencement or end of a Lease year on a per diem basis.

Any installment of rent accruing hereunder and/or other money payable hereunder by the Tenant to the Landlord not paid when due shall bear interest from the date when the same shall have become due and payable until the same shall be paid at an

annual rate of five (5%) percent per annum in excess of the prime rate from time to time of Bank of America (the "Default Rate").

All payments of rent or other sums to be made to the Landlord shall be made at such place as the Landlord shall designate in writing from time to time. Payment by check shall not be deemed as payment under this Lease unless such check is honored forthwith by the bank upon which it is drawn when presented for payment.

TENANT'S UNDERTAKING

(4) The Tenant hereby leases the premises for the term as above mentioned and covenants to pay or cause to be paid to the Landlord at the dates and times specified in this Lease the fixed rent, additional rent and other sums of money set forth in this Lease, and to perform within the times herein set therefor all of the other obligations, covenants and agreements to be performed by the Tenant under this Lease.

USE AND PURPOSE

(5) The Tenant covenants that the premises shall be used and occupied only for the operation of a Chinese restaurant, and the Tenant shall not be permitted to sell fresh fish, fresh meat and canned goods, except as may be incidental to and used in the normal course of business of a Chinese restaurant. The Landlord agrees that, during the term of this Lease and as long as the Tenant continues to operate a Chinese restaurant in the premises and is not in breach of this Lease, the Landlord will not rent or lease any other premises in the Shopping Center for a business which is to be used as an Asian restaurant.

The Tenant covenants that the premises will not be used for any purpose or purposes other than the purposes expressly set forth in the first paragraph of this Section (5) without the Landlord's written consent, in the Landlord's sole discretion in each such instance, and that the premises will not be used for any purpose, including without limitation the purposes set forth in the first paragraph of this Section (5), in violation of any federal, state or local law, ordinance, zoning code or regulation, it being understood that the Tenant must satisfy itself and must also satisfy the Landlord that the aforementioned purpose complies with all applicable zoning and other laws, ordinances and regulations. The Tenant will procure and maintain at all times all necessary business licenses, permits and approvals from applicable governmental authorities. In the event of a breach of any of the covenants contained in this Section (5), the Landlord shall have the option to

terminate this Lease forthwith and to re-enter and repossess the premises.

The Tenant shall operate one hundred (100%) percent of the premises during the entire term of this Lease, unless prevented from so doing by causes beyond its control, and the Tenant shall conduct its business at all times in a high class and reputable manner. The Tenant shall promptly comply with all laws, ordinances and lawful orders and regulations affecting the premises hereby leased and the cleanliness, safety, occupation and use of the same. No auction, bankruptcy, fire, liquidation or going out of business sale may be conducted in the premises without the written consent of the Landlord. The Tenant shall continuously conduct and carry on its aforementioned permitted business in the premises during the usual business hours and days customary for similar businesses in the area to be open for business; provided, however, that this provision shall not apply if the business operations shall be temporarily discontinued on account of fire, Acts of God, a maximum of two week vacation period each year, or renovations approved in writing by the Landlord. The Tenant shall not use the sidewalks adjacent to the premises for the storage of any property or for any other business purposes. The Tenant shall operate the restaurant under the business name of "Mandarin Gourmet Restaurant".

INITIAL WORK

(6) The Landlord does not have any initial work obligations, it being agreed that the Tenant is familiar with the condition of the premises, and accepts the premises in their present "as is" condition.

The Tenant agrees that throughout the Lease term it will perform, at its sole cost and expense, all work necessary to complete any improvements desired by the Tenant and approved by the Landlord and to maintain the premises in proper condition for the conduct of Tenant's business. Tenant agrees with respect to such activities and work that it will (a) not damage, delay or interfere with the prosecution of any work being performed by Landlord or any other party in or about the Shopping Center, (b) obtain Landlord's prior written consent for all such work, including without limitation, Landlord's prior consent to the contractor and to the construction plans and/or specifications, which set forth in detail Tenant's proposed work and improvements, (c) comply with all procedures and regulations prescribed by Landlord from time to time for coordination of such work with any work being performed by Landlord or others in the

Shopping Center, (d) not do anything that might create any work stoppage, picketing or other labor dispute which would interfere with any other work or activities in the Shopping Center, and (e) comply with all applicable federal, state and local laws, regulations and ordinances and all applicable insurance requirements.

Landlord does not have any work obligations with respect to the premises either prior to or after occupancy by the Tenant. It being agreed that Tenant is familiar with the condition of the premises, and accepts the premises in their present "as is" condition. Tenant further agrees that Landlord has not made, and Tenant has not relied upon, any representations or warranties, express or implied of Landlord, including but not limited to the representations and warranties of merchantability or to the condition of the premises or their suitability for Tenant's intended use or as to the zoning status of the premises or the suitability of said zoning status for Tenant's intended use.

Tenant agrees to perform the initial renovation of the premises for its intended use at Tenant's sole cost and expense in accordance with plans and specifications ("Plans") prepared at Tenant's sole cost and expense by an architect approved by Landlord (which approval shall not be unreasonably withheld, conditioned or delayed), licensed by the Commonwealth of Massachusetts and insured against professional liability in amounts reasonably satisfactory to the Landlord. The Tenant within thirty (30) days from the date hereof shall submit the Plans prepared by the architect to the Landlord for its approval (which approval shall not be unreasonably withheld, conditioned or delayed) of all aspects thereof, including without limitation, the electrical, plumbing and mechanical systems, if any, the lighting, layout and color of the interior walls of the premises, the type, quality and color of all materials, fixtures and equipment used in connection with the renovation and the operation of the premises. Failure of the Landlord to send written objections to the Plans within ten (10) days of receipt shall constitute approval thereof. The Plans approved by Landlord shall also be approved by the Town of Brookline. The Tenant has represented to the Landlord that the Tenant will spend between $400,000 and $500,000 on renovations to the premises. Tenant shall supply Landlord with detailed breakdown of the actual cost of the work shown on the Plans.

Tenant agrees that throughout the Term of this Lease it will perform, at its sole cost and expense, not only all work necessary to accomplish the renovation in accordance with the Plans, but also

all work necessary to maintain the premises in good order and condition and proper for the conduct of Tenant's business. Tenant agrees not only with respect to the work shown on the Plans, but also with respect to any additional remodeling or improvements and maintenance work it will obtain Landlord's prior written consent for all such work (which consent shall not be unreasonably withheld, conditioned or delayed).

Whether or not Landlord's consent is required, the Tenant shall give the Landlord written notice of any work to be done at the premises prior to the commencement of the work. Tenant shall in undertaking any improvement, remodeling, renovation or maintenance at the premises (a) comply with all applicable federal, state and local laws, regulations and ordinances and all applicable insurance requirements, (b) maintain, or cause to be maintained where lawfully required workmen's compensation insurance covering all persons involved in the work or otherwise employed at the premises, and (c) perform such work in a good and workmanlike manner using fully paid for lien free new materials and equipment. The Landlord and the Tenant agree that during the original and any extended Term of this Lease, the Landlord shall have the right to inspect the premises every thirty (30) months commencing with the Effective Date to direct the Tenant at Tenant's sole cost and expense to decorate the premises so that the premises are presented as well run and well maintained in a good, clean and high quality manner. The Landlord's right of direction to decorate shall include, but not be limited to the following: interior plants and foliage, painting, flooring repairs, wallpapering, bathrooms cleanup and repair.

ASSIGNMENT AND SUBLETTING

(7) Tenant covenants that neither it nor others having the Tenant's estate in the premises shall assign or transfer this Lease or any interest therein or hypothecate or mortgage the same or any interest therein or sublet said premises or any part thereof without the written consent of the Landlord in the Landlord's sole and uncontrolled discretion in each such instance; and any such assignment, transfer, hypothecation, mortgage, or subletting, without said written consent, whether voluntary or by operation of law, shall give the Landlord the right, at its option, to terminate this Lease, and to re-enter and repossess the premises.

In the event the Landlord consents to any such assignment of lease or sublease, the following conditions shall apply:

(i) The assignee or sublessee shall assume, by written instrument satisfactory to the Landlord, the full performance of all of the Tenant's obligations under this Lease.

(ii) Notwithstanding any such assignment or sublease the Tenant (and any prior assignees and sublessees) shall continue to be and remain fully and primarily liable under this Lease, unless the Landlord provides an explicit written consent to release Tenant and/or its guarantor(s) from obligations hereinunder.

(iii) The Tenant shall pay the Landlord, as Additional Rent all reasonable legal and other expenses incurred by the Landlord in connection with any request by the Tenant for consent to such assignment.

(iv) If the Tenant shall sublet or assign for any rental amount or other consideration that is in excess of the rent under this Lease (or in case of a sublease of a portion of the premises, in excess of that part of the rent under this Lease that is fairly allocable to said subleased portion of the premises), the Tenant shall pay any excess rent or other consideration to the Landlord as and when it is received from such assignee or subtenant.

(v) If the Landlord consents to an assignment of this Lease or sublease in any one instance, the Landlord's consent will still be required for any future proposed assignment of lease or sublease upon all the terms and conditions set forth in this Lease.

For purposes of this Lease an assignment of lease shall be deemed to include, without limitation, any transfer of the Tenant's interest in this Lease by operation of law, merger or consolidation of the Tenant into any other firm, corporation or other entity, and the sale or other transfer of a controlling interest in the Tenant, whether such sale or other transfer occurs at one time or in a series of related transactions, and whether of capital stock, partnership interests, interests in a limited liability company or otherwise.

Notwithstanding anything otherwise contained in this Lease, the Landlord shall have the option, exercisable in writing within sixty (60) days after the Tenant's written request for the Landlord's consent to such assignment of lease or sublease, to terminate this Lease (or in case of a sublease of a portion of the premises to terminate this Lease as to the subleased premises only) as of the date specified in the Landlord's notice.

RIGHT TO MORTGAGE

(8) The Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the premises and on the land and buildings of which the premises are a part or upon any buildings hereafter placed upon the land of which the premises form a part. And the Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees and hereby irrevocably appoints the Landlord the attorney-in-fact of the Tenant to execute and deliver any such instruments for and in the name of the Tenant.

BANKRUPTCY INSOLVENCY, ETC.

(9) If the estate created hereby shall be taken in execution or by other process of law, or if proceedings under any bankruptcy law shall be begun by or against the Tenant or any assignee in possession, or if the Tenant or any assignee in possession shall be declared insolvent according to law, or if any receiver, custodian or trustee is appointed for the business or property of the Tenant or any assignee in possession, or if any assignment shall be made of any of the Tenant's property or of the property of any assignee of creditors, then, in any of such events, this Lease may be terminated at the option of the Landlord, and the Landlord shall retain all its rights for monetary damages and otherwise both under the provisions of applicable bankruptcy laws and the provisions of Sections 28 and 29 of this Lease.

INDEMNIFICATION AND INSURANCE

(10) The Tenant shall insure and replace any and all plate glass and other glass damaged or broken from any cause whatsoever in and about the premises. The Tenant shall indemnify, defend and save the Landlord harmless from any liability for injury, death or damages to any person or property upon or about the premises, from any cause whatsoever, including without limitation any claim or damage caused by any signs,

awnings, air-conditioning units, equipment or apparatus that may be protruding from the premises or may be on the roof of the premises or on the front, side, or rear areas adjacent to the premises. The Tenant shall procure, at its own expense, with insurers satisfactory to the Landlord, (a) all risk property insurance for the replacement cost of the Tenant's property in the premises, and (b) comprehensive public liability insurance, with a liquor legal liability endorsement, naming both the Landlord and the Tenant, and Landlord's mortgagees, if any, as insureds in the sum of $5,000,000.00, for injury or death to one or more persons resulting from one casualty and $3,000,000.00 for property damage. The Tenant shall keep such insurance in force during the term of this Lease, and shall deliver the policies to the Landlord or alternatively the Tenant shall deliver to the Landlord a Certificate of Insurance in connection with such insurance, and all such policies or Certificates of Insurance shall contain an agreement by the insurers that such policies shall not be cancelled or changed without at least thirty (30) days' prior written notice to the Landlord and the Landlord's mortgagees. Upon failure of the Tenant to so do, the Landlord may (but without any obligation therefor), obtain such insurance and charge the cost thereof to the Tenant as additional rental, with the remedies for non-payment as in this Lease provided.

If the cost of any of the Landlord's insurance policies upon the Building and Shopping Center (including without limitation property insurance and liability insurance or builders risk insurance) are ever increased because of the Tenant's presence, occupation or activities in the premises, then the Tenant shall reimburse the Landlord for the amount of such increase, as additional rent hereunder, promptly upon presentation of an invoice for the same.

WAIVER OF SUBROGATION

(11) Each party hereto does hereby remise, release and discharge the other party hereto, and any partner, officer, agent, member, trustee, beneficiary, fiduciary, employee or representative of such party of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation clause) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance. Each party hereby agrees to carry such insurance containing such clauses if available.

MAINTENANCE

(12) The Landlord shall keep the roof of the premises in good repair (excluding the rooftop HVAC units and exhaust fans and filters, if any, which shall be the Tenant's responsibility), except that the Landlord shall not be called on to make any such repairs or remedy any conditions occasioned by any act or negligence or breach of this Lease or work on the roof by the Tenant, its agents, employees or invitees, or occasioned by any oil or grease build-up from exhaust fumes emanating from the premises, all of which shall be the Tenant's responsibility, and which the Tenant shall repair or remedy within ten (10) days of becoming aware of the same. The Landlord shall not be obligated to make any improvements or repairs of any kind upon the premises and appurtenances, all of which improvements and repairs shall be made by the Tenant, including without limitation all glass and doors in the premises, the storefront and storefront entrances, and all electrical, plumbing, HVAC and mechanical equipment and systems within the premises, including any signs, awnings and air-conditioning units inside or outside the premises. The Tenant shall keep and maintain the premises and appurtenances at all times in good order, condition and repair at the Tenant's sole cost and expense. The Tenant shall not perform any acts or carry on any practices which may injure or damage the premises or be a nuisance or menace to other tenants in the Shopping Center. The Tenant shall keep the premises in a safe and sanitary condition in accordance with all federal, state and local laws, rules, regulations and ordinances, and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector or other officer of a governmental agency having jurisdiction, at the sole cost and expense of the Tenant, and the Tenant shall comply with all requirements of federal, state and local laws, rules, regulations, ordinances, or governmental orders affecting the premises and/or the Tenant's business. The Tenant shall not make or permit any waste, damage or injury to be made to the premises. Without limiting the generality of the foregoing, the Tenant shall be responsible for keeping the lavatory and water equipment, waste and sewerage pipes in good and usable condition and for the maintenance, repair and replacement of the entire waste line and/or sewer line running from the premises through the premises of adjacent tenants to the connection of said line or lines with the sewage system of the Town of Brookline. In the event that there shall be a breakdown of the garbage disposal unit maintained by the Tenant so that it shall fail to properly dispose of garbage or in the event that there shall be a complaint in connection therewith by the Board of Health or other public authority, then, the Tenant shall remedy this

condition within one week thereof by either replacing said unit or having it properly repaired, and upon the failure of the Tenant to do so, the Landlord shall have the right to replace said disposal unit at a cost to be borne by the Tenant. The Tenant shall also be responsible for the removal of snow and ice from the sidewalks at the front and rear of the premises. At the expiration of the tenancy created hereunder or any other termination of this Lease the Tenant shall surrender the premises in good condition, reasonable wear and tear, loss by fire or other unavoidable casualty only excepted.

ALTERATIONS

(13) The Tenant shall not alter the structure or exterior of the premises or any of the electrical, HVAC, plumbing and mechanical systems of the premises or otherwise improve, remodel, alter or change such premises, including the painting of the interior, without the written consent of the Landlord in each such instance. Any alterations, additions, improvements and fixtures, other than trade fixtures, which may be made or installed by either of the parties hereto upon the premises and which in any manner are attached to the floors, walls or ceilings shall be the property of the Landlord and at the termination of this Lease shall remain upon and be surrendered with the premises as a part thereof, without disturbance, molestation or injury. However, if upon the termination of this Lease, Landlord so requests in writing, the Tenant shall promptly remove any additions, fixtures installations placed in the premises by Tenant and designated in said request, and repair any damage occasioned by such removal at the Tenant's expense, and in default thereof, The Landlord may effect such removal and repairs, and the Tenant shall pay the Landlord the cost thereof, with interest at the Default Rate from the date of payment by the Landlord until the date of reimbursement of the Landlord by the Tenant. Any linoleum, tiles or other floor covering which may be cemented or otherwise affixed to the floor of premises shall be and become the property of the Landlord.

The Tenant shall not install any exterior lighting, plumbing fixtures, shades, awnings, or exterior decorations or paintings, or build any fences or make any changes to the store front without the written consent of the Landlord.

ADVERTISING AND SIGNS

(14) It is further agreed that all signs and advertising displayed in and about the premises shall be such only as advertise the business carried on upon the premises, and that the Landlord shall control the location, character, size, color and appearance

thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of the Building unless approved in writing by the Landlord. All signs on the premises are to be professionally made. All of the Tenant's signs shall also comply with all applicable federal, state and local laws, rules and regulations. All of the Tenant's signs shall be at the Tenant's sole cost, expense and risk. There are to be no signs erected by Tenant on the roof of the Building.

DAMAGE BY FIRE, ETC.

(15) If the premises hereby leased shall be damaged or destroyed in whole or in part by fire, windstorm, or other casualty included in the perils covered by standard property insurance policies with extended coverage, malicious mischief, and vandalism endorsements, the Landlord will repair and restore the same to a good tenantable condition with reasonable dispatch to the extent of the net insurance proceeds which are recovered and which the Landlord's mortgagee elects to make available to the Landlord for restoration purposes, and to the extent permitted by applicable building and zoning codes, and the rent herein provided for shall abate entirely in case the entire premises are untenantable and pro rata for the portion rendered untenantable, in case a part only is untenantable, with the Tenant paying during such time the portion of rent that the part tenantable shall bear to the entire premises hereby leased, until the same shall be restored to a tenantable condition. There shall be no abatement of rental if the premises are rendered untenantable for any cause other than damage by fire, windstorm, or other casualty described above. If the Tenant shall use any part of the premises for storage during the period of repair, a reasonable charge shall be made therefor against the Tenant.

In the event the premises, or the Building of which they the premises are a part, shall be damaged or destroyed to the extent of more than one-half of the value thereof (or more than twenty percent (20%) of the value thereof during the last two (2) years of the term), Landlord may, at its option, terminate this Lease. The Landlord's determination as to whether the amount of damage equals one-half or twenty percent (20%), as the case may be, shall be final and binding upon the Tenant. On demand of the Landlord, the Tenant shall remove from the premises, at its sole cost and expense, any of its property, (including furniture, fixtures, equipment and stock in trade) which might otherwise impede or obstruct repair or restoration of the premises, and Landlord shall

not be obliged to commence repair or restoration of the premises until such property has been so removed by the Tenant. Should the Tenant neglect, fail or refuse to remove its aforesaid property within ten (10) days after such damage or destruction of the premises, the provisions for abatement of rental contained herein, shall be suspended and of no operative force or effect whatsoever until the Tenant has completed removal of its aforesaid property.

If fifty (50%) percent or more of the rentable area of the Shopping Center shall be damaged or destroyed by fire or other cause or casualty, the Landlord, at its election, may cancel and terminate this Lease by ten (10) days' notice in writing delivered to Tenant within sixty (60) days from and after the occurrence of such damage or destruction to the Shopping Center.

EMINENT DOMAIN

(16) If the whole of the premises shall be taken by any authority under the power of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken by such public authority and the rent shall be paid up to that day with a proportionate refund by the Landlord of any prepaid rent.

If less than the whole but more than twenty-five (25%) percent of the demised premises shall be taken under eminent domain, either party shall have the right to terminate this Lease by a written notice delivered to the other party within ten (10) days after such taking. If neither party elects to terminate this Lease, the Tenant shall continue in possession of the remainder of the premises, and all of the terms of this Lease shall continue in operative force and effect, except that the minimum rent shall be reduced in proportion to the value of the premises taken. The Landlord, at its own cost and expense, shall make all repairs or alterations to the Building necessary to constitute the remaining premises a complete architectural unit substantially like the original premises, to the extent of the net eminent domain proceeds are recovered and which Landlord's mortgagee elects to make available to Landlord for restoration purposes, and to the extent permitted by applicable building and zoning codes.

Notwithstanding anything otherwise contained herein, in the event of a taking of part of the premises or the Building or the Shopping Center of which the premises are a part, and the Landlord makes a determination, in its sole and absolute discretion, that it would be uneconomical or unfeasible to continue to operate the Shopping Center or if Landlord makes a determination, in its sole and absolute discretion, that the amount

of net eminent domain proceeds available for restoration will not be sufficient to pay the costs of such restoration, then in any such event the Landlord shall have the option to terminate this Lease.

All damages awarded for any taking under the power of eminent domain, whether for the whole or a part of the premises or the Building or the Shopping Center or the leasehold, shall belong to and be the property of the Landlord whether such damages shall be awarded as compensation for diminution in value of the leasehold or to the fee of the premises or the Building or the Shopping Center and whether this Lease is terminated or is terminable; provided, however, that the Landlord shall not be entitled to any separate award made to Tenant for loss of business or removal of stock and fixtures, provided that any such award to the Tenant does not diminish the amount of the award to which the Landlord would otherwise be entitled.

MAINTENANCE EXPENSE

(17) In addition to the rental set forth in Section 3 of this Lease, the Tenant agrees to pay to the Landlord as additional rent, within ten (10) days after billing for same by the Landlord, the Tenant's pro-rata share, namely seventeen and 26/100 (17.26%) percent, of the total cost and expense of operating the common areas of the Shopping Center, including without limitation lighting, trash removal and cleaning, snow and ice removal, sanding, striping and other maintenance and repairs (including such repairs and/or replacement of paving, curbs, walkways, landscaping, drainage and lighting facilities as may be from time to time necessary).

The Tenant shall pay the amounts due under this Section as additional rent with the same remedies for non-payment as are available to the Landlord for non-payment of fixed rent.

TAXES

(18) During the term of this Lease and any renewals or extensions thereof, the Tenant agrees to pay as additional rent, within ten (10) days after billing for same by the Landlord, Tenant's pro rata share, namely seventeen and 60/100 (17.6%) percent, of all real estate taxes and assessments, general and special, levies, license fees, water rents and charges, excises, franchises, imposts and charges, general and special, ordinary and extraordinary, and all interest and penalties thereon of every kind and nature whatsoever (all of the foregoing being hereinafter sometimes referred to as "Taxes"), which may be levied or imposed or assessed during the term of this Lease, or any

extensions or renewals thereof, against the land, the Building and the Shopping Center. At the commencement of the term of this Lease, an apportionment shall be made of the Taxes paid by the Landlord, and the Tenant shall pay the Landlord any pro-rata portion of the Taxes paid by Landlord which include a period beyond the date of the commencement of the term of this Lease. At the end of the term of the Lease, an apportionment shall be made of the Taxes paid by the Tenant, and the Landlord shall pay to the Tenant any pro-rata portion of the Taxes paid by the Tenant which include that period beyond the term of this Lease. Should the Commonwealth of Massachusetts, or any political subdivision thereof or any other governmental authority having jurisdiction thereover impose a tax and/or assessment upon or against the rentals payable hereunder by the Tenant to the Landlord, either by way of substitution for the taxes and assessment levied or assessed against such land and the Building, or in addition thereto, such tax and/or assessment shall be deemed to constitute a tax and/or assessment against such land and improvements for the purposes of this Section.

The Tenant shall pay the amounts due under this Section as additional rent with the same remedies for non-payment as are available to Landlord for non-payment of fixed rent.

PERSONAL PROPERTY TAXES

(19) The Tenant shall be responsible for and shall pay before delinquency all taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind owned by or placed in, upon, or about the premises by the Tenant.

UTILITY CHARGES

(20) The Tenant shall be solely responsible for and promptly pay all charges for heat, air conditioning, water, gas, electricity, sewage disposal or any other utility used or consumed in the premises. The Town of Brookline and the Landlord have installed on the premises a water metering system to determine the water and sewer charges consumed on the premises. The said meter will be read by the Town of Brookline quarterly and payment of said charges shall be made by the Tenant within ten days after receipt of a bill from the Town of Brookline and Landlord therefor. Should Landlord elect to supply the water, gas, heat, air conditioning, electricity or any other utility used or consumed in the premises, the Tenant shall purchase and pay for the same as additional rent at the applicable rates filed by the Landlord with the proper regulatory authority. In no event shall

the Landlord be liable for an interruption or failure in the supply of any such utilities to the premises.

ACCESS TO PREMISES

(21) The Landlord shall have the right to enter upon the premises at all reasonable hours for the purpose of inspecting the same and making repairs, and the Landlord shall also have the right to enter the premises for the purpose of making repairs at any time in emergency situations. In this connection the Tenant will at all times provide the Landlord with duplicate keys to the premises. If the Landlord deems any repairs necessary it may demand that the Tenant make the same, and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Landlord may make or cause such repairs to be made and shall not be responsible to the Tenant for any loss or damage that may accrue to its property or business by reason thereof. If the Landlord makes or causes such repairs to be made, the Tenant will forthwith on demand pay to the Landlord the cost thereof as so much additional rental.

LANDLORD'S ADVANCES

(22) If the Tenant shall default in any payment or expenditure other than rent required to be paid or expended by the Tenant under the terms hereof, the Landlord may, at its option, make such payment or expenditure on behalf of the Tenant without waiving its rights based upon any default of the Tenant and without releasing the Tenant from any obligation hereunder. In such event the amount of the Landlord's payment shall be payable as rental to the Landlord by the Tenant on the next ensuing rent day, together with interest at the Default Rate from the date of such payment or expenditure by Landlord until repayment thereof. On default in such payment, the Landlord shall have the same remedies as for default in payment of rent.

NON-LIABILITY OF LANDLORD

(23) The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining property or any part of the property adjacent to or connected with the premises hereby leased or any part of the Building or Shopping Center of which the premises are a part. The Tenant shall be solely responsible for all injuries to persons and damage to property resulting from any accident, explosion, leak or other cause arising in or about the use of the premises and its appurtenances, as hereinbefore stated, and the Tenant will not hold the Landlord responsible for any loss or damage caused through accident or injury of any kind resulting from leaks, explosions,

etc., from the premises adjoining or above or beneath those herein demised. The Landlord shall not be responsible for any loss or damage resulting to the Tenant or its property or to any other person or persons or their property which may be caused by the bursting, stopping or leaking of water, gas, sewer or steam pipes or from overflow or backing up of any sewer or water mains. In no event shall the Landlord ever be liable to the Tenant for any indirect or consequential damages suffered by the Tenant from whatever cause. The Tenant shall assume responsibility for any damage to the premises caused by malicious acts, vandalism or attempted breaking and entering into the premises.

If the Landlord shall fail to perform any covenant, term or condition of this Lease upon the Landlord's part to be performed, and if as a consequence of such default the Tenant shall recover a money judgment against the Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of the Landlord in the Shopping Center and out of rents or other income from such property receivable by the Landlord, and neither the Landlord nor any of the partners, directors, officers, shareholders, trustees, beneficiaries, managers, members, joint venturers or other principals or representatives, and the like, of Landlord, disclosed or undisclosed, shall be liable for any deficiency.

EXCUSE OF LANDLORD'S PERFORMANCE

(24) Anything in this Lease to the contrary notwithstanding, the Landlord shall not be deemed in default if such default shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, pandemic, governmental regulations or controls, inability to obtain any material, service, or through Act of God or other cause, or causes, whether similar or dissimilar to those enumerated beyond the control of the Landlord.

RULES AND REGULATIONS

(25) The Landlord reserves the right from time to time to promulgate reasonable rules and regulations including without limitation those rules and regulations set forth in Section 45 of this Lease, and amendments and supplements thereto, if any, and additional rules and regulations shall be given to the Tenant when found to be reasonably necessary. The Tenant shall comply with all such rules and regulations upon notice to the Tenant from the

Landlord, provided that such rules and regulations shall apply uniformly to all tenants of the Shopping Center.

SHOWING THE PREMISES

(26) For a period commencing one (1) year prior to the termination of this Lease, the Landlord may show the premises to prospective tenants, and affix to any suitable part of the premises signs for letting said premises and keep the same affixed without hindrance or molestation, and the Landlord may show the premises at any time to prospective purchasers and mortgagees.

HOLDING OVER

(27) Should the Tenant hold over after the termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary, subject, however, to all of the terms and conditions of this Lease but at double the fixed rent payable during the last month of the term of this Lease.

DEFAULT

(28) If (a) any rent, additional rent or other sum of money shall be due and unpaid by the Tenant for a period of ten (10) days after the date on which said amount shall be due without the necessity for any notice, or (b) if default be made by the Tenant in any of the non-monetary covenants or agreements in this Lease contained, and the Tenant shall fail to cure such non-monetary default within twenty (20) days after written notice has been given by the Landlord to the Tenant (or if such non-monetary default is of such nature that it cannot reasonably be cured within said twenty (20) day period, then if the Tenant has not commenced curative action within said twenty (20) day period and pursued the same to completion with all due diligence), or (c) if said premises shall be abandoned, deserted, not open for business to the public or vacated, then in any of such events the Landlord, its attorneys, successors, representatives and assigns shall have the right, at their option, to re-enter into, repossess the said premises and to remove and put out the Tenant and each and every occupant of the premises.

A formal notice to quit prior to proceedings for possession shall not be deemed to be a termination or cancellation of this Lease, notwithstanding the said notice, by its terms, purports to terminate the said Lease, but shall be deemed to be a notice for repossession.

In the event that at any time during the Lease term the Tenant shall fail to pay any amount of rent, additional rent or other

sum of money by the date on which such amount shall be due, then the Tenant shall be obligated to pay the Landlord immediately upon being invoiced for same, as and for a late charge and as additional rent under this Lease, the greater of (i) ten (10%) percent of the amount not timely paid, or (ii) One Hundred ($100.00) Dollars for each of the first two (2) overdue payments during the lease term and thereafter Two Hundred Fifty ($250.00) Dollars for each and every subsequent such overdue payment. These late charge payments shall be in addition to all other payments due from the Tenant to the Landlord and all other rights and remedies granted to the Landlord under this Lease.

EXPENSES, DAMAGES RE-ENTRY

(29) In the event that the Landlord shall, during the period covered by this Lease, obtain possession of the premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay to the Landlord the expense incurred in obtaining possession of the premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages, including without limitation reasonable attorneys' fees. In the event of any legal actions or proceedings involving this Lease, the Tenant's breach of this Lease or the Landlord's enforcement of this Lease, the Tenant will pay to the Landlord immediately upon receipt by the Tenant of an invoice from the Landlord detailing the amount of the reasonable legal fees and expenses incurred by the Landlord,

The Landlord may, at its option, relet the premises in its own name for such rental, upon such terms and from time to time as Landlord may see fit, and Tenant agrees to pay each month to Landlord the difference between the amount to be paid as rent under this Lease each month as herein stipulated and the amount of net rent, if any, that is actually collected and received from the premises (after deducting all expenses in connection with such reletting, including without limitation all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and expenses of preparation for such reletting) for such months during the residue of the term herein provided remaining after the taking of possession by the Landlord.

NO IMPLIED WAIVER

(30) One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further or another breach of the same covenant or condition.

PEACEFUL POSSESSION

(31) The Tenant, on paying the rentals herein provided, and performing all the covenants and agreements herein contained to be performed by the Tenant, in the manner and at the time set therefor, shall and may peacefully and quietly have, hold and occupy the premises for the term aforesaid, subject to all the terms and provisions of this Lease.

TENANT'S SURRENDER OF POSSESSION

(32) Upon the termination of this Lease, whether such termination be by lapse of time or by election of the Landlord, the Tenant shall quietly and peacefully yield, surrender and deliver up to the Landlord the said premises broom-clean in good condition and repair (reasonable wear and use excepted), together with all alterations, additions and improvements which have been made in, on or to the premises, except moveable furniture or unattached trade fixtures installed at Tenant's sole cost.

REPRESENTATIONS

(33) No agreement shall be binding upon either party unless made in writing and signed by such party. Except as to such as are contained in this Lease, no representation, guaranty or warranty, nor any collateral agreement hereto shall be binding unless the same be in writing and shall refer to this Lease.

CUMULATIVE RIGHTS

(34) All rights and remedies of the Landlord under this Lease shall be cumulative and none shall exclude any other remedies provided by law or by this Lease. Each covenant, agreement, obligation or other provision of this Lease shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Lease unless otherwise expressly provided.

LANDLORD'S CONSENT

(35) Wherever under this Lease the Landlord's consent or approval is required, such consent or approval shall be deemed to be within the Landlord's sole and uncontrolled discretion, unless expressly provided to the contrary in any particular instance.

BROKER'S COMMISSION

(36) The Tenant represents and warrants to the Landlord that the Tenant has not dealt with any broker or other party entitled to a commission or other compensation in connection with this Lease, and the Tenant agrees to defend, indemnify and hold harmless the Landlord from and against any and all costs, expenses and liabilities arising from any claim for such a commission or

other compensation, including, without limitation, the cost of counsel fees in connection therewith.

PARTIAL INVALIDITY

(37) If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SUBMISSION OF LEASE

(38) The submission of this Lease for examination does not constitute an offer to lease the premises and this Lease becomes effective as a lease only upon full execution and delivery thereof by both the Landlord and the Tenant. Each of the parties hereto warrants to the other party that the person or persons executing this Lease on behalf of such party has the full right, power and authority to enter into and execute this Lease on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effectiveness of this Lease.

ESTOPPEL CERTIFICATES

(39) The Tenant shall furnish the Landlord, upon request at any time and immediately after the commencement of the term of this Lease, a statement in a form prepared by the Landlord addressed to the Landlord and/or the Landlord's mortgagee or proposed mortgagee or purchaser giving the following information:

(1) that the premises have been satisfactorily completed as of the date of such statement and that the Tenant has accepted possession subject to the terms of the Lease;

(2) the commencement date of the Lease and the expiration date of the Lease;

(3) the date when rent commenced;

(4) that the Tenant has opened for business within the premises, if in fact Tenant has opened;

(5) that neither the Landlord nor the Tenant is in breach of this Lease; and

(6) such other information as the Landlord or its mortgagee or proposed mortgagee or purchaser may reasonably require.

Failure of the Tenant to provide the Landlord at the request of the Landlord's mortgagee, proposed mortgagee or financial institution or purchaser such a statement as above described within ten (10) days from the Tenant's receipt of such request shall give the Landlord the right to cancel this Lease upon five (5) days prior written notice to the Tenant of such cancellation, and the Tenant shall remain liable to the Landlord for any damages sustained by the Landlord because of such failure by the Tenant.

LEASE NOT TO BE RECORDED

(40) The Landlord and the Tenant agree that neither one of them will ever record this Lease or a Notice of Lease pertaining thereto.

SALE OF DEMISED PREMISES

(41) Upon any sale or transfer, including any transfer by operation of law, of the Shopping Center or the premises, the Landlord shall be relieved from all subsequent obligations and liabilities under this Lease.

CAPTIONS, ETC.

(42) The captions (if any) in this Lease are inserted only for convenience and are not to be construed as part of this Lease or as in any way affecting it. All negotiations, considerations, representations, and understandings between the parties are incorporated herein, and may be modified or altered only by agreement in writing between the parties. Whenever herein the singular number is used the same shall include the plural, and the use of any gender shall include the feminine and neuter genders, and vice versa.

BINDING ON SUCCESSORS, ETC.

(43) This Lease and all the terms, provisions, covenants, conditions and agreements herein contained shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

SECURITY DEPOSIT

(44) The Landlord herein acknowledges the receipt of Twenty-Eight Thousand Six Hundred and No/100 ($28,600.00) Dollars as a security deposit which it is to retain as security for the faithful and prompt performance of all of the covenants, conditions, and agreements of this Lease, but in no event shall the Landlord be obligated to apply the same upon rents or other charges in arrears or upon damages for the Tenant's failure to perform the said covenants, conditions and agreements; the Landlord may so apply the security at its option; and the Landlord's right to the possession of the premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds this security. The amount of the Security Deposit shall be increased every five (5) years to equal two (2) months' rent. The said sum if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of the Tenant's breach of the covenants, conditions, and agreements of this Lease is to be returned to the Tenant when this Lease is terminated, according to these terms, and in no event is the said security to be returned until the Tenant has vacated the premises and delivered possession to the Landlord.

If the entire deposit or any portion thereof is applied by the Landlord for the payment of any rent or other sums due hereunder, then the Tenant, upon the Landlord's written demand, shall forthwith forward to the Landlord a sufficient amount to restore said security deposit to the original sum deposited or to a sum equal to two month's rent whichever is greater, and Tenant's failure to do so within five (5) business days after receipt of Landlord's demand shall constitute a breach of this Lease.

In the event of a sale of the Building or lease of the land on which it stands or a sale or lease of the entire Shopping Center, subject to this Lease, the Landlord shall have the right to transfer this security to the buyer or lessee and the Landlord shall be considered released by the Tenant from all liability for the return of such security and the Tenant shall look solely to the new landlord for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security deposited under this Lease. The security shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord and any attempt to do so shall be void. In the event of any rightful and permitted assignment of this Lease, the said security deposit shall be deemed to be held by Landlord as a deposit to the assignor. Any mortgagee of Landlord shall be

relieved and released from any obligation to return such security in the event such mortgagee comes into possession of the premises by reason of foreclosure of its mortgage or security interest or any proceeding in lieu thereof.

RULES AND REGULATIONS

(45) This Lease is subject to the following Rules and Regulations which are made a part hereof as defined in Section 25 of said lease.

(a) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purpose by Landlord and as promptly as possible.

(b) The delivery or shipping of merchandise, supplies and fixtures to and from the premises shall be subject to such rules and regulations as in the judgment of the Landlord are necessary for the proper operation of the premises and the Shopping Center.

(c) All garbage and refuse shall be kept in containers approved by the Landlord and the Town of Brookline and shall be placed outside of the premises prepared for collection. No container shall be kept or maintained outside the rear entrance of the premises without the approval of the Landlord and the Town of Brookline. The Tenant shall retain a garbage and refuse removal service approved by the Landlord, and the expense of this service shall be borne by the Tenant.

(d) No aerial shall be erected on the roof or exterior walls of the premises, or on the grounds, without in each instance, the written consent of the Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time.

(e) No exterior loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the premises without the written consent of the Landlord.

(f) The Tenant shall keep the premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

(g) The outside areas, including without limitation the sidewalks at the front and rear of the premises shall be kept clean and free from snow, ice, dirt and rubbish by the Tenant to the satisfaction of the Landlord, and the Tenant shall not place or permit any obstructions or merchandise in such areas.

(h) The Tenant and the Tenant's employees shall park their cars only in those portions of the parking area designated for that purpose by the Landlord, and the Tenant and the Tenant's employees shall not use the parking areas adjacent to the premises or on the outside of the rotary circle in front of the stores for parking their cars, it being understood that such parking areas are to be used solely by customers of all the tenants in the Building. If after a written warning by the Landlord, violators of this provision continue to park in the restricted areas, a penalty of $50.00 per day may be imposed by the Landlord until such time as the violations cease for a period of at least thirty (30) days. The Tenant will furnish to the Landlord information as to the makes, models, license plate numbers of each and every car operated by the Tenant and all of the Tenant's employees from time to time.

(i) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the Tenant.

(j) The Tenant shall use at the Tenant's sole cost and expense such pest extermination service and at such intervals as may be required by the Landlord or by the Town of Brookline to maintain the premises in a sanitary condition and to keep the premises clean and free from vermin at all times. If the Landlord shall conduct a pest extermination operation simultaneously of the premises and all or some of

the other tenants' premises in the Shopping Center, then the Tenant shall pay or reimburse the Landlord for the Tenant's pro rata share of the cost thereof.

(k) The Tenant shall not burn any trash or garbage of any kind in or about the premises or the Shopping Center.

(l) Neither the Tenant nor any employee or agent of the Tenant shall solicit business in the parking or other common areas, nor shall the Tenant distribute any handbills or other advertising matter to automobiles parked in the parking area or in other common areas without the Landlord's prior written consent.

(m) No roof mounted signs shall be permitted.

(n) The Tenant shall promptly remove all graffiti of any nature, written, carved, etched, scratched or otherwise marked upon the windows, doors, storefront or other portions of the premises.

WAIVER OF TRIAL BY JURY

(46) The Landlord and the Tenant mutually agree that they both shall and do hereby waive trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other on any matters whatsoever arising out of or in any way connected to this Lease, the relationship of the Landlord and the Tenant, the Tenant's use and occupancy of the premises, and/or any claim of injury or damage.

RELATIONSHIP OF PARTIES

(47) Nothing contained in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture, or any other relationship between the parties hereto other than the relationship of the Landlord and the Tenant.

ATTORNMENT

(48) At the option of the Landlord or any successor Landlord or the holder of any mortgage affecting the fee of the premises, the Tenant agrees that neither the cancellation nor the termination of any ground or underlying lease to which this Lease is now or may become subject or subordinate, nor any foreclosure of a mortgage affecting the fee title of the premises, nor the institution of any suit, action, summary, or other proceeding by the Landlord herein, or any successor Landlord, or any foreclosure

proceeding brought by the holder of any such mortgage, or to recover possession of the premises shall, by operation of law or otherwise, result in the cancellation or termination of this Lease or the obligations of the Tenant hereunder, and the Tenant covenants and agrees to attorn to the Landlord or to any successor to the Landlord's interest in the premises, or to such holder of such mortgage or ground or underlying lease or to the purchaser of the mortgaged premises in foreclosure or to any other successor in interest of any holder of such mortgage or ground or underlying lease. The Tenant shall enter into such documentation as the Landlord or any successor Landlord or any present or future mortgagee may reasonably request in order to accomplish the foregoing purposes.

HAZARDOUS WASTE AND MATERIALS

(49) The Tenant covenants and agrees to comply with all federal, state and local laws, rules, regulations, ordinances and by-laws thereunder governing the use, storage and disposal of hazardous materials and oil (as hereinafter defined) and in connection therewith the Tenant agrees that it shall:

(i) not store (except in compliance with all laws, ordinances, and regulations pertaining thereto), or dispose of any hazardous material or oil on the premises;

(ii) neither directly nor indirectly transport or arrange for the transport of any hazardous material or oil (except in compliance with all laws, ordinances and regulations pertaining thereto);

(iii) take all such action, including, without limitation, the conducting of engineering tests (at the sole expense of the Tenant) (a) to confirm that no hazardous material or oil has been released on the premises or from the premises to other portions of the Shopping Center and (b) to access, contain and remove any such hazardous material or oil on the premises or on the Shopping Center;

(iv) provide Landlord with written notice: (a) upon the Tenant's obtaining knowledge of any potential or known release, or threat of release, of any hazardous material or oil at or from the premises; (b) upon the Tenant's receipt of any notice to such

effect from any federal, state or other governmental authority; and (c) upon the Tenant's obtaining knowledge of any incurrence of any expense or loss by such governmental authority in connection with the assessment, containment, or removal of any hazardous material or oil for which expense or loss the Tenant may be liable.

The Tenant shall indemnify, defend and hold the Landlord harmless of any claim brought or threatened against the Landlord by any federal, state or local governmental agency or authority or by any other person or party (as well as from attorneys' fees and expenses in connection therewith) on account of the release of hazardous material or oil on or from the premises or the failure by the Tenant to comply with the terms and provisions hereof, each of which may be defended, compromised, settled or pursued by the Landlord with counsel of the Landlord's selection, but at the expense of the Tenant. This indemnification shall survive the expiration or other termination of this Lease.

In the event that Tenant fails to comply with the requirements of any applicable federal, state or other governmental law with respect to the use, treatment, disposal or storage of hazardous materials or oil on the premises the Landlord may, at its election, but without obligation to do so, take any and all actions that it deems necessary to cure said failure of compliance and any and all amounts paid as a result thereof, together with interest thereon at the Default Rate from the date of payment, shall be immediately due and payable by the Tenant to the Landlord as additional rent; or the Landlord by the payment of any assessment, claim or charge may, if it sees fit, be thereby subrogated to the rights of any governmental agency or authority having a claim against the Tenant but such payment shall not be deemed to relieve the Tenant from any default hereunder or impair any right or remedy with respect thereto.

The terms "hazardous material(s)", "oil", "release", and "threat of release" shall have the same meanings given those terms in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601 et seq. as amended from time to time and in other applicable federal and state laws from time to time.

NOTICES

(50) All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt

requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

LANDLORD:

Parkway Centre Associates, LLC
40 Williams Street
Brookline, MA 02446
Attention: J. Robert Basile, Manager

With a copy by like notice to:

Edward P. McPartlin, Esquire
Lyne, Woodworth & Evarts LLP
12 Post Office Square, Floor 2
Boston, MA 02190

TENANT: DTJ Group, Inc.
c/o Wan Sum Ng, President
1020-1024 West Roxbury Parkway
Brookline, MA 02467

With a copy by like notice to:

Margaret M. Soohoo, Esq.
Lincoln Law Group, P.C.
200 Lincoln Street, suite 002
Boston, MA 02111

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

OPTION PERIOD

(51) In the event the Tenant shall not be in default of any of the terms, conditions and covenants of this Lease, the Landlord shall grant the Tenant two (2) options to extend the term of this Lease for two (2) terms of sixty (60) months each that will commence upon the end of the original term or at the end of the first option period as the case may be, subject to the following terms and conditions:

(a) Tenant must exercise said option no later than twelve (12) months prior to the end of the original term or the end of the first option period as the case may be by sending written notice of such exercise to Landlord by certified or registered mail, return receipt requested. Thereupon this Lease shall be extended for an additional period of five (5) years for each option period upon all of the same terms and conditions of this Lease, including without limitation the provisions as to additional rent payments, except as to the amount of the minimum fixed rent.

(b) In the event this Lease is extended as hereinabove provided, annual and monthly fixed rent for the lease years of the extended term shall be as follows:

LEASE YEAR	ANNUAL RENT	MONTHLY RENT
8	$204,516.08	$17,043.00
9	$210,651.56	$17,554.29
10	$216,971.11	$18,080.92
11	$223,480.25	$18,623.35
12	$230,184.65	$19,182.05
13	$237,090.19	$19,757.52
14	$244,202.90	$20,350.24
15	$251,528.98	$20,960.75
16	$259,074.85	$21,589.57
17	$266,847.10	$22,237.26

(c) Prior to the commencement of the option period and as a condition precedent to its commencement, Tenant shall redecorate the premises as required by Landlord and to Landlord's reasonable satisfaction including without limitation repainting, refinishing and recarpeting walls, ceilings and floors, and redecorating bathrooms.

(d) There will be no further option periods after the expiration of said two (2) option periods.

MECHANIC'S LIENS

(52) The Tenant shall not suffer or permit any mechanic's liens to be filed against the premises, nor against the Tenant's leasehold interest therein, by reason of work, labor, services or materials supplied or claimed to have been supplied to

the Tenant or anyone holding any interest in the premises or any part thereof through or under the Tenant. If any such mechanic's lien shall at any time be filed against the premises by reason of any such work, labor, services or materials, as aforesaid, the Tenant shall within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If the Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy of the Landlord, the Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such even the Landlord shall be entitled, if the Landlord so elects, to compel the prosecution of an action for the foreclosure of such mechanic's lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of the Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the premises or any part thereof, nor as giving the Tenant a right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's liens against the fee title to the premises.

GOVERNING LAW

(53) This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Massachusetts. This Lease and the terms hereof shall supersede any previous leases or agreements between or among the parties.

THIS PAGE ENDS HERE. SIGNATURE FOLLOWING PAGE FOR SIGNATURES.

IN WITNESS WHEREOF: LANDLORD and TENANT have signed and sealed this Lease as of the day and year first above written.

PARKWAY CENTRE ASSOCIATES, LLC

Beverly Basile
Witness to signature

By J. Robert Basile
J. Robert Basile, Manager
LANDLORD

DTJ Group, Inc.

Witness to signature

By:
Wan Sum Ng, President TENANT

Witness to signature

By:
Jackie Chen, Treasurer TENANT

ROCKLAND TRUST

288 Union Street, Rockland, MA 02370
www.RocklandTrust.com 800.222.2299

Account Statement

DTJ GROUP INC
1020 W ROXBURY PKWY
CHESTNUT HILL MA 02467-3128

STATEMENT DATE: 5/02/21
PAGE NUMBER 1

ACCOUNT [redacted]
1

Coming soon - A new look and feel to your Rockland Trust statement!
At Rockland Trust, relationships are important to us and we always strive to bring you the best banking features possible. Which is why we are excited to share that you will soon notice a new, more modern design to your Rockland Trust account statement. Be on the lookout in the coming months for your new statement design.

Account Name	Account Number	Interest Paid In 2020	Balance
FREE BUSINESS CHECKING	[redacted]	.00	40,749.74

FREE BUSINESS CHECKING DTJ GROUP INC Acct [redacted]

Beginning Balance	4/01/21	72,000.00	
Deposits / Misc Credits	5	30,840.56	
Withdrawals / Misc Debits	56	62,090.82	
** Ending Balance	4/30/21	40,749.74	**
Service Charge		.00	
Enclosures		1	

Miscellaneous Credits

Date	Deposits	Activity Description
4/12	30,000.00	DEPOSIT

Miscellaneous Debits

Date	Withdrawals	Activity Description
4/14	103.10	HARLAND CLARKE/CHK ORDER DTJ GROUP INC
4/23	2,946.00	THE HARTFORD/NTCLBIIVRC 16300743 DTJ GROUP INC
4/23	6,209.00	THE HARTFORD/NTCLBIIVRC 16300743 DTJ GROUP INC
4/30	3,129.00	UNITED FIN CAS/INS PREM DTJ GROUP INC

ROCKLAND TRUST

288 Union Street, Rockland, MA 02370
www.RocklandTrust.com 800.222.2299

Account Statement

DTJ GROUP INC

ROCKLAND TRUST
STATEMENT DATE: 5/02/21
PAGE NUMBER: 2
ACCOUNT [redacted]

Checks

* indicates skip in check numbers

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
4/02	9001	28,600.00						

ATM Transaction Summary

Date	Deposits	Withdrawals	Location
4/05		35.02	POS PURCHASE Speedway 238 Hancock Quincy MA 902510 *****2569 04/05 07:44
4/06		2.08	POS PURCHASE THE HOME DEPOT #2671 AVON MA 061865 *****2569 04/06 10:03
4/06		2.50	POS PURCHASE NYCDOT PARKING METERS LONG IS CITY NY 649409 *****2569 04/05 01:35
4/06		5.50	POS PURCHASE NYCDOT PARKING METERS LONG IS CITY NY 649409 *****2569 04/05 02:03
4/06		5.50	POS PURCHASE NYCDOT PARKING METERS LONG IS CITY NY 649409 *****2569 04/05 02:22
4/06		52.86	POS PURCHASE MILFORD TPKE (E MILFORD CT 120980 *****2569 04/05 20:12
4/08		412.78	POS PURCHASE NST THE HOME DEPOT 0021 WATERTOWN MA 061837 *****2569 04/08 17:44
4/08		645.82	POS PURCHASE NST THE HOME DEPOT 0004 WATERTOWN MA 061838 *****2569 04/08 10:39
4/09		328.70	POS PURCHASE NST THE HOME DEPOT 0003 WEST ROXBURY MA 061860 *****2569 04/09 09:19
4/12		84.42	POS PURCHASE NST THE HOME DEPOT 0018 QUINCY MA 061864 *****2569 04/12 13:41
4/12		252.20	POS PURCHASE NST THE HOME DEPOT 0028 QUINCY MA 061841 *****2569 04/10 14:59
4/12		319.65	POS PURCHASE NST THE HOME DEPOT 0014 BOSTON MA 060195 *****2569 04/10 08:30
4/12		861.88	POS PURCHASE NST THE HOME DEPOT 0027 QUINCY MA 061841 *****2569 04/10 14:20
4/12		771.75	POS PURCHASE ULTIMATE DUMPSTERS 866-858-3867 NY 999999 *****2569 04/09 02:07
4/12		924.42	POS PURCHASE The Webstaurant Store 717-392-7472 PA 999999 *****2569 04/09 04:58

ROCKLAND TRUST

288 Union Street, Rockland, MA 02370
www.RocklandTrust.com 800.222.2299

Account Statement

DTJ GROUP INC

ROCKLAND TRUST
STATEMENT DATE: 5/02/21
PAGE NUMBER: 3
ACCOUNT [redacted]

ATM Transaction Summary

Date	Deposits	Withdrawals	Location
4/13		46.15	POS PURCHASE DARIEN TPKE (W) DARIEN CT 120985 *****2569 04/13 11:06
4/14		28.66	POS PURCHASE NST THE HOME DEPOT 0024 BOSTON MA 060195 *****2569 04/14 09:01
4/14		480.06	POS PURCHASE NST THE HOME DEPOT 0010 BOSTON MA 060195 *****2569 04/14 09:00
4/14		10.50	POS PURCHASE NYCDOT PARKING METERS LONG IS CITY NY 649409 *****2569 04/13 02:23
4/14		10.75	POS PURCHASE NYCDOT PARKING METERS LONG IS CITY NY 649409 *****2569 04/13 02:03
4/14		41.65	POS PURCHASE Speedway 238 Hancock Quincy MA 902510 *****2569 04/14 04:09
4/14		371.86	POS PURCHASE AMAZON.COM SEATTLE WA 000001 *****2569 04/14 13:44
4/15		261.41	POS PURCHASE NST THE HOME DEPOT 0003 WEST ROXBURY MA 061860 *****2569 04/15 15:24
4/15		61.20	POS PURCHASE ROBERT N KARPP CO BOSTON MA 674874 *****2569 04/14 02:43
4/15		397.80	POS PURCHASE ROBERT N KARPP CO BOSTON MA 674874 *****2569 04/14 02:37
4/16	212.63		POS PURCHASE RETURN NST THE HOME DEPOT 0004 WEST ROXBURY MA 061860 *****2569 04/16 10:42
4/16		3.49	POS PURCHASE THE HOME DEPOT #2665 WEST ROXBURY MA 061860 *****2569 04/16 12:17
4/16		407.32	POS PURCHASE NST THE HOME DEPOT 0015 WEST ROXBURY MA 061861 *****2569 04/16 11:06
4/19		428.10	POS PURCHASE NST THE HOME DEPOT 0022 WEST ROXBURY MA 061860 *****2569 04/19 11:18
4/19		814.23	POS PURCHASE THE HOME DEPOT #2665 WEST ROXBURY MA 6115 *****2569 04/15 01:02
4/20		113.90	POS PURCHASE NST THE HOME DEPOT 0022 WEST ROXBURY MA 061860 *****2569 04/20 15:25
4/20		226.47	POS PURCHASE NST THE HOME DEPOT 0013 WEST ROXBURY MA 061860 *****2569 04/20 08:21

ROCKLAND TRUST

288 Union Street, Rockland, MA 02370
www.RocklandTrust.com 800.222.2299

Account Statement

DTJ GROUP INC

ROCKLAND TRUST
STATEMENT DATE: 5/02/21
PAGE NUMBER: 4
ACCOUNT [redacted]

ATM Transaction Summary

Date	Deposits	Withdrawals	Location
4/20		1,789.25	POS PURCHASE ULINE *SHIP SUPPLIES 800-295-5510 WI 999999 *****2569 04/20 05:03
4/21		31.08	POS PURCHASE NST THE HOME DEPOT 0012 WEST ROXBURY MA 061860 *****2569 04/21 11:17
4/21		231.40	POS PURCHASE NST THE HOME DEPOT 0002 WEST ROXBURY MA 061860 *****2569 04/21 13:23
4/21		771.75	POS PURCHASE ULTIMATE DUMPSTERS 866-858-3867 NY 999999 *****2569 04/19 21:57
4/22	280.48		POS PURCHASE RETURN NST THE HOME DEPOT 0014 BOSTON MA 061873 *****2569 04/22 08:52
4/22		42.42	POS PURCHASE NST THE HOME DEPOT 0014 QUINCY MA 061842 *****2569 04/22 16:28
4/22		53.64	POS PURCHASE NST THE HOME DEPOT 0023 QUINCY MA 061865 *****2569 04/22 16:06
4/22		1.04	POS PURCHASE ULTIMATE DUMPSTERS 866-858-3867 NY 999999 *****2569 04/20 20:12
4/22		124.00	POS PURCHASE PHO VIETS II NEWTON CENTER MA 999999 *****2569 04/20 22:58
4/22		1,553.80	POS PURCHASE WPY*Web Design Touch L 855-469-3729 MA 999999 *****2569 04/21 23:20
4/23		82.07	POS PURCHASE NST THE HOME DEPOT 0014 WEST ROXBURY MA 061860 *****2569 04/23 10:54
4/23		2,027.03	POS PURCHASE EAST COMMERCE SOLUTION E PROVIDENCE RI 626017 *****2569 04/22 04:59
4/26		42.71	POS PURCHASE NST THE HOME DEPOT 0026 QUINCY MA 061864 *****2569 04/26 08:10
4/26		44.53	POS PURCHASE NST THE HOME DEPOT 0020 WEST ROXBURY MA 061860 *****2569 04/24 12:50
4/26		50.59	POS PURCHASE NST THE HOME DEPOT 0003 QUINCY MA 061864 *****2569 04/25 08:30

Member FDIC

ROCKLAND TRUST

288 Union Street, Rockland, MA 02370
www.RocklandTrust.com 800.222.2299

Account Statement

DTJ GROUP INC

ROCKLAND TRUST
STATEMENT DATE: 5/02/21
PAGE NUMBER: 5
ACCOUNT [redacted]

ATM Transaction Summary

Date	Deposits	Withdrawals	Location
4/26		78.65	POS PURCHASE NST THE HOME DEPOT 0006 WEST ROXBURY MA 061860 *****2569 04/25 14:24
4/26		91.81	POS PURCHASE NST THE HOME DEPOT 0006 WEST ROXBURY MA 061860 *****2569 04/26 11:08
4/26		211.60	POS PURCHASE NST THE HOME DEPOT 0024 WEST ROXBURY MA 061860 *****2569 04/24 08:58
4/26		909.60	POS PURCHASE J&B RESTAURANT EQUIPME CHELSEA MA 004612 *****2569 04/24 04:38
4/26		2,381.44	POS PURCHASE The Webstaurant Store 717-392-7472 PA 999999 *****2569 04/24 01:32
4/27		2,176.68	POS PURCHASE The Webstaurant Store 717-392-7472 PA 999999 *****2569 04/25 04:36
4/28	114.97		POS PURCHASE RETURN NST THE HOME DEPOT 0012 BOSTON MA 061873 *****2569 04/28 08:21
4/30	232.48		POS PURCHASE RETURN NST THE HOME DEPOT 0003 QUINCY MA 061864 *****2569 04/30 12:08

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
4/02	43,400.00	4/14	67,602.19	4/22	60,783.00
4/05	43,364.98	4/15	66,881.78	4/23	49,518.90
4/06	43,296.54	4/16	66,683.60	4/26	45,707.97
4/08	42,237.94	4/19	65,441.27	4/27	43,531.29
4/09	41,909.24	4/20	63,311.65	4/28	43,646.26
4/12	68,694.92	4/21	62,277.42	4/30	40,749.74
4/13	68,648.77				

Member FDIC

ROCKLAND TRUST

288 Union Street, Rockland, MA 02370
www.RocklandTrust.com 800.222.2299

Account Statement

DTJ GROUP INC
1020 W ROXBURY PKWY
CHESTNUT HILL MA 02467-3128

STATEMENT DATE: 3/31/21
PAGE NUMBER 1

ACCOUNT [redacted]
1

Bank when it's convenient for you. With Rockland Trust Online and Mobile Banking, you can transfer funds, pay your bills and loans, review account history, deposit a check on a mobile device, and so much more. Enroll at RocklandTrust.com or through our Rockland Trust Mobile Banking app.

Account Name	Account Number	Interest Paid In 2020	Balance
FREE BUSINESS CHECKING	[redacted]	.00	72,000.00

FREE BUSINESS CHECKING DTJ GROUP INC Acct [redacted]

Beginning Balance	3/23/21	.00	
Deposits / Misc Credits	3	78,000.00	
Withdrawals / Misc Debits	1	6,000.00	
** Ending Balance	3/31/21	72,000.00	**
Service Charge		.00	
Enclosures		1	

Miscellaneous Credits

Date	Deposits	Activity Description
3/23	30,000.00	DEPOSIT
3/23	10,000.00	TELE TRF CR
3/29	38,000.00	DEPOSIT

Checks

* indicates skip in check numbers

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
3/30	9002	6,000.00						

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
3/23	40,000.00	3/29	78,000.00	3/30	72,000.00

Vol____
Page_____

Town of Brookline
333 Washington St
Brookline, MA 02445

BUSINESS CERTIFICATE (D/B/A)

Filing Date_____
Expiration Date_____

In conformity with the provisions of Chapter one hundred and ten, Section five of the Massachusetts General Law, as amended, the undersigned hereby declare(s) that a business under the title of MANDARIN GOURMET is
DBA Business Name
conducted at 1020 WEST ROXBURY PARKWAY in the Town of Brookline, MA.
Address
By the following individual(s) or Corporation/LLC:

Name	Corporate or Residential Address	Signature
DTJ GROUP, INC.	1020 WEST ROXBURY PARKWAY	
	CHESTNUT HILL, MA. 02467	WAN SUM NG,
		PRESIDENT

Applicant Information

Name	Address	Phone Number
WAN SUM NG	66 ARCADIA ROAD, WESTWOOD, MA. 02090	(508) 843-0196

A certificate issued in accordance with this section shall be in force and effect for **four years from the date of issue** and shall be renewed each four years thereafter so long as such business shall be conducted and shall lapse and be void unless so renewed

Description of Business DINE-IN RESTAURANT
Business Phone Number (617) 325-6661

Personally appeared before me signed and sworn by

before me: MARGARET SOOHOO, ESQ.
(Notary Public, Town Clerk, Asst Town Clerk, Designated Clerk)

(SEAL)

MARGARET M SOOHOO
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
April 1, 2022

Checklist for Common Victualler with Alcohol

☐ Common Victualler Application ☐ New Restaurant ☐ Existing

Only req'd for new rest

- ☐ Description of Operations
- ☐ Copy of menu
- ☐ Vote of Corporation
- ☐ Litter Letter
- ☐ Delivery description
- ☐ Renovation Form
- ☐ License Interview Form
- ☐ State Tax Verification Form
- ☐ CORI Acknowledgement Form
- ☐ General and Liquor Liability Insurance Certificate
- ☐ Three letters of reference
- ☐ A set of: a description, illustration, and/or detailed plans
- ☐ Certificate of Occupancy, Use, or Inspection (required prior to opening)
- ☐ Workers' Compensation Form (required prior to opening)

☑ Legal Right to Occupy, a lease or deed

☑ Business Certificate (Town Clerk's Office)

☑ IN-PERSON class for the safe service of alcohol certification (Manager of Record)

☑ Crowd Manager Certification from the Massachusetts Department of Fire Services (Manager of Record – If there is a bar)

☐ Alternate Manager Application (if applicable) - Wan Ng.

☐ Entertainment Application (if applicable)

☐ Outdoor Seating Application (if applicable)

☐ Report from Brookline Police

☐ Report from Building

☐ Report from Fire

☐ Report from Health

☐ DPW (Outside seating only)

Revised May 18, 2021

TOWN of BROOKLINE
Massachusetts

CORI ACKNOWLEDGMENT FORM

I am an: (please check one)

- [X] **Applicant** - Position: Stockholder, Alternate Manager Department/License: Liquor
- [ ] **Volunteer** - Position: _____ Department: _____
- [ ] **Employee** - Position: _____ Department: _____
- [ ] **Contractor** - Company Name _____

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

Applicant/Employee/Volunteer/Contractor Signature _____ Today's Date 5/13/21

Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: Ng First Name: Wan MI: S

Current Address: [redacted]

Former Address(es) [redacted]

Maiden Name or Alias (*If Applicable*): N/A Place of Birth: China

Date of Birth: [redacted] **Last 6 digits** of Social Security Number: [redacted]

Sex: M Height: 5 ft. 10 in. Race: Asian Eye Color: Black

State Driver's License Number (*Include State*) [redacted] - MA ID Theft Index PIN*: _____

List any other name(s) or dates of birth that appear in DCJIS's database: _____

Mother's Full Maiden Name: Chan Father's Name: Sau T. Ng

*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

******For Official Use Only******

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type) ☐ **State Drivers License** ☐ **State Issued ID w/Photo** ☐ **Passport** ☐ **U.S. Military I.D.** ☐ **High School ID Card** ☐ **Other (obtain HR approval):** _____

Signature of CORI-Authorized Employee: _____ Date: _____

Name and Position of CORI-Authorized Employee: _____

Certificate of Completion

This Certificate of Completion of

eTIPS On Premise 3.0

For coursework completed on August 6, 2018
provided by Health Communications, Inc.
is hereby granted to:

Jaimie Thang

Certification to be sent to:

16 Hodges Ave
Quincy MA, 02171-2233 USA

HEALTH COMMUNICATIONS INC.

This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.

This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.

Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention ProcedureS) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.

Sincerely,

Adam F. Chafetz
HCI President

ID#: 5240176 Name: JING CHEN
Exam Date: 11/7/2019 Expiration Date: 11/7/2022

TIPS On Premise CERTIFIED
Issued: 11/15/2019 Expires: 11/7/2022
ID#: 5240176

JING CHEN
1020 W Roxbury Pkwy
Chestnut Hill, MA 02467-3128

For service visit us online at www.gettips.com
TIPS Trainer: Jeff Incutto, 42023

This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.

Congratulations!

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Sincerely,

Adam F. Chafetz
HCI President

ID#: 5240178 Name: WEN LING LO
Exam Date: 11/7/2019 Expiration Date: 11/7/2022

TIPS On Premise CERTIFIED
Issued: 11/15/2019 Expires: 11/7/2022
ID#: 5240178

WEN LING LO
1020 W Roxbury Pkwy
Chestnut Hill, MA 02467-3128

For service visit us online at www.gettips.com
TIPS Trainer: Jeff Incutto, 42023

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Sincerely,

Adam F. Chafetz
HCI President

ID#: 5240175 Name: HUI MEI LIN
Exam Date: 11/7/2019 Expiration Date: 11/7/2022

TIPS On Premise CERTIFIED
Issued: 11/15/2019 Expires: 11/7/2022
ID#: 5240175

HUI MEI LIN
1020 W Roxbury Pkwy
Chestnut Hill, MA 02467-3128

For service visit us online at www.gettips.com
TIPS Trainer: Jeff Incutto, 42023

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If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.

Sincerely,

Adam F. Chafetz
HCI President

ID#: 5240177 Name: SANG B THANG
Exam Date: 11/7/2019 Expiration Date: 11/7/2022

TIPS On Premise CERTIFIED

Issued: 11/15/2019 Expires: 11/7/2022
ID#: 5240177

SANG B THANG
1020 W Roxbury Pkwy
Chestnut Hill, MA 02467-3128

For service visit us online at www.gettips.com
TIPS Trainer: Jeff Incutto, 42023

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If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.

Sincerely,

Adam F. Chafetz
HCI President

ID#: 5240179 Name: KAI ZHANG
Exam Date: 11/7/2019 Expiration Date: 11/7/2022

TIPS On Premise CERTIFIED

Issued: 11/15/2019 Expires: 11/7/2022
ID#: 5240179

KAI ZHANG
1020 W Roxbury Pkwy
Chestnut Hill, MA 02467-3128

For service visit us online at www.gettips.com
TIPS Trainer: Jeff Incutto, 42023

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/21/21

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

Chan Insurance Agency, Inc.
51 Hancock St
Quincy, MA 02171

CONTACT NAME:
PHONE (A/C, No, Ext): 617-451-6733 FAX (A/C, No): 617-451-6735
E-MAIL ADDRESS: info@chaninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Hartford	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

DTJ Group Inc.
Mandarin Gourmet
1020 West Roxbury Parkway
Chestnut Hill, MA 02467

COVERAGES CERTIFICATE NUMBER: 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			08SBAAL3H4T	04/21/21	04/21/22	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		08WECAL3HRB	04/21/21	04/21/22	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Asian Restaurant

CERTIFICATE HOLDER

Town of Brookline
Fire Department
350 Washington Street
Brookline, MA 02445

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

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The ACORD name and logo are registered marks of ACORD

Print Form

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information **Please Print Legibly**

Business/Organization Name: DTJ Group, Inc. d/b/a Mandarin Gourmet

Address: 1020 West Roxbury Parkway

City/State/Zip: Chestnut Hill, MA 02467 Phone #: (617) 325 - 6661

Are you an employer? Check the appropriate box:

1. ☒ I am a employer with 10 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: Hartford Insurance via Chan Insurance Agency

Insurer's Address: 51 Hancock Street

City/State/Zip: Quincy, MA 02171

Policy # or Self-ins. Lic. # 08 S BAAL 3 H 4T Expiration Date: 04/21/22

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

Failure to secure coverage as required under Section 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: PRESIDENT Date: 4/21/21

Phone #: [redacted]

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

City or Town: _____ **Permit/License #** _____

Issuing Authority (circle one):
1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ **Phone #:** _____

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/21/21

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PRODUCER

Chan Insurance Agency, Inc.
51 Hancock St
Quincy, MA 02171

CONTACT NAME:
PHONE (A/C, No, Ext): 617-451-6733 FAX (A/C, No): 617-451-6735
E-MAIL ADDRESS: info@chaninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Hartford	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

DTJ Group Inc.
Mandarin Gourmet
1020 West Roxbury Parkway
Chestnut Hill, MA 02467

COVERAGES CERTIFICATE NUMBER: 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			08SBAAL3H4T	04/21/21	04/21/22	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	08WECAL3HRB	04/21/21	04/21/22	PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Asian Restaurant

CERTIFICATE HOLDER

Town of Brookline
Fire Department
350 Washington Street
Brookline, MA 02445

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

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Print Form

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information **Please Print Legibly**

Business/Organization Name: DTJ Group, Inc. d/b/a Mandarin Gourmet

Address: 1020 West Roxbury Parkway

City/State/Zip: Chestnut Hill, MA 02467 Phone #: (617) 325 - 6661

Are you an employer? Check the appropriate box:

1. ☒ I am a employer with 10 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: Hartford Insurance via Chan Insurance Agency

Insurer's Address: 51 Hancock Street

City/State/Zip: Quincy, MA 02171

Policy # or Self-ins. Lic. # 08 S BAAL 3 H 4T Expiration Date: 04/21/22

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

Failure to secure coverage as required under Section 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: WAN SUM NG PRESIDENT Date: 4/21/21

Phone #: 508-863-0196

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

City or Town: _____ **Permit/License #** _____

Issuing Authority (circle one):
1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ **Phone #:** _____

STATE TAX VERIFICATION FORM

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

President

***Signature of Individual**
WAP SUM NG

By: Corporate Officer
PRESIDENT
DTJ GROUP, INC.

[redacted]

**** Social Security #**

Voluntary or Federal ID #

***This license will not be issued unless this certification clause is signed by the applicant.**

****Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.**

OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

Certificate of Occupancy or Certificate of Use Agreement

All new establishments, pursuant to780 CMR The Massachusetts State Building Code Section R110.0 or 111.0 as amended, are required to obtain a Certificate of Occupancy or Certificate of Use from the Building Department.

After the Select Board approval, prior to the start of business, a Certificate of Occupancy or Certificate of Use must be provided to the Select Board's Office to be filed with the application.

With the submittal of the Certificate of Occupancy or Certificate of Use you will then, and only then, be issued the license(s) associated with your establishment. These licenses are required to be in your possession prior to your establishment being open to the public.

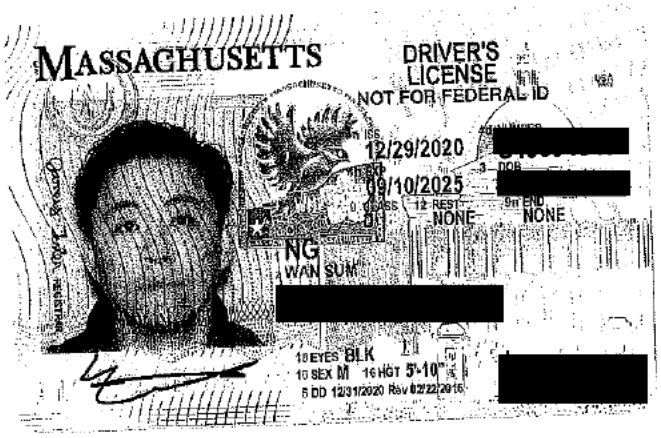
Operating an establishment without proper licensing and/or Certificate may result in fines and possibly closure of the establishment until you have been cleared, by departmental approval, to open.

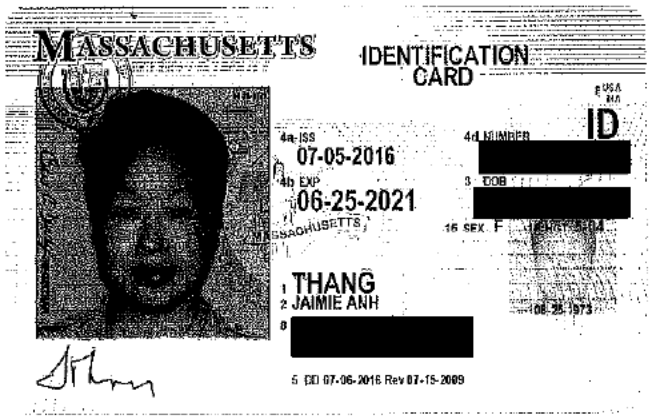
Any questions or concerns in regards to obtaining a Certificate of Occupancy or Certificate of Use can be answered at the Brookline Building Department 617-730-2100.

Application Agrees to terms and conditions:

APPLICANT SIGNATURE JAIMIE THANG TITLE: Manager

PHONE#: [redacted] EMAIL ADDRESS: mandaringourmet8@gmail.com


MASSACHUSETTS
DRIVER'S LICENSE
NOT FOR FEDERAL ID
12/29/2020
09/10/2025
NONE
NONE
NG
WAN SUM
[redacted]
18 EYES BLK
16 HGT 5'-10"
5 DD 12/31/2020 Rev 02/22/2016
[redacted]


MASSACHUSETTS
IDENTIFICATION CARD
ID
4a ISS
07-05-2016
4b EXP
06-25-2021
4d NUMBER
[redacted]
3 DOB
[redacted]
16 SEX F
1 THANG
2 JAIMIE ANH
8 [redacted]
5 DD 07-06-2016 Rev 07-15-2009

TOWN of BROOKLINE
Massachusetts

CORI ACKNOWLEDGMENT FORM

I am an: (please check one)

- [X] **Applicant** - Position: Manager - stockholder Department/License: Liquor
- [ ] **Volunteer** - Position: _____ Department: _____
- [ ] **Employee** - Position: _____ Department: _____
- [ ] **Contractor** - Company Name _____

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

Applicant/Employee/Volunteer/Contractor Signature _____ Today's Date 1/13/21

Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: Thang First Name: Jaimie MI: A.

Current Address: [redacted]

Former Address(es): _____

Maiden Name or Alias (*If Applicable*): N/A Place of Birth: Vietnam

Date of Birth: [redacted] **Last 6 digits** of Social Security Number: [redacted]

Sex: F Height: 5 ft. 5 in. Race: Asian Eye Color: Brown

State Driver's License Number (*Include State*) [redacted] ID Theft Index PIN*: _____

List any other name(s) or dates of birth that appear in DCJIS's database: _____

Mother's Full Maiden Name: Quach Father's Name: Minh Thang

*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

******For Official Use Only******

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type) ☐ **State Drivers License** ☐ **State Issued ID w/Photo** ☐ **Passport** ☐ **U.S. Military I.D.** ☐ **High School ID Card** ☐ **Other (obtain HR approval):** _____

Signature of CORI-Authorized Employee: _____ Date: _____

Name and Position of CORI-Authorized Employee: _____

LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Liquor license

NAME: Nan Ng

ADDRESS: [redacted]

EMAIL ADDRESS: [redacted]

PHONE #: [redacted]

PLACE OF BIRTH: China

FATHER'S NAME: Son Ng **MOTHER'S MAIDEN NAME:** Chan

ARE YOU A CITIZEN? YES ☑ NO ☐ **ALIEN CARD #**

ARE YOU A VETERAN: YES ☐ NO ☑

RESIDENCES FOR LAST FIVE YEARS

DATE: 2014 **LOCATION:** [redacted]

DATE: **LOCATION:**

DATE: **LOCATION:**

DATE: **LOCATION:**

DATE: **LOCATION:**

EDUCATION

DATE: 2001 **LOCATION:** Bentley College.

DATE: **LOCATION:**

DATE: **LOCATION:**

DATE: **LOCATION:**

EMPLOYMENT HISTORY

DATE: 2014 - Present **LOCATION:** Kirin Produce **POSITION** Manager

DATE: 2012 - 2014 **LOCATION:** Sakura Attleboro **POSITION** Manger

DATE: 2010 - 2012 **LOCATION:** Ginjo Restaurant **POSITION** Manger

DATE: **LOCATION:** **POSITION**

DATE: **LOCATION:** **POSITION**

SIGNATURE: **DATE:** 5/17/21

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

NEW ALL ALCOHOL BEVERAGES LICENSE/ ALTERNATE MANAGER

Applicant:	Seoul Society Inc.
DBA:	Fiya Chicken
Location:	1024A Commonwealth Ave

Application Details:

Question of approving the application of an All Alcoholic Beverages License for Seoul Society Inc. d/b/a Fiya Chicken at 1024A Commonwealth Ave. Proposed manager of record is Timothy K Liu. Proposed Operating Hours are Monday – Sunday 11:00AM – 2:00AM. Proposed Alcoholic beverage service hours are Monday – Sunday 11:00AM – 2:00AM.

Question of approving the application of an Alternate Manager, Raymond Lee, for Seoul Society Inc. d/b/a Fiya Chicken at 1024A Commonwealth Ave

Reports (Attached):

Police Department (Approved)

Checklist for Alcohol License

- ☐ Cover Letter for Application with list of enclosed documents with page numbers
- ☑ Filing Fee receipt paid to the Alcoholic Beverages Control Commission
- ☑ Monetary Transmittal Form
- ☐ Check for $10.50 Legal Ads **(Newspaper Notice Must Be Made Within 10 Days of Hearing)**
- ☑ Check for 5% of license filing fee **(New Applications)**
- ☑ New Retail Application
- ☑ Manager Application
- ☑ Vote of Corporate Board
- ☑ **CORI Authorization Form** for proposed manager of record and ANY individuals with direct or indirect beneficial or financial interest in the proposed license
- ☑ Proof of Citizenship for proposed manager of record
- ☑ Business Structure Documents
  - If Sole Proprietor, **Business Certificate**
  - If Partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- N/A Supporting Financial Records
- ☑ Floor Plans
- ☑ Legal Right to Occupy, a lease or deed
- ☐ Business Certificate (Town Clerk's Office) To come.
- ☐ General and Liquor Liability Insurance Certificate
- ☑ Workers' Compensation Insurance Affidavit
- ☑ Common Victualler or Package Store Application
- N/A Entertainment Application (if applicable)
- ☑ Alternate Manager Application (if applicable)
- N/A Outdoor Seating Application (if applicable)

- ☐ Abutter Notification (**Must be sent by CERTIFIED MAIL**)
- ☐ Copy of Legal Ad
- ☑ Report from Brookline Police
- ☑ Report from Building
- ☑ Report from Fire
- ☑ Report from Health

Revised March 18, 2021

BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

MARK P. MORGAN
ACTING CHIEF OF POLICE

TO: Acting Chief Mark P. Morgan

FROM: Lt. Michael P. Murphy #31

DATE: 1 June 2021

RE: Seoul Society Inc., d/b/a Fiya Chicken, 1024A Commonwealth Ave., Brookline, MA. 02215, Request for a new All Alcoholic Beverage License, Manager of Record, Amend Entertainment License and add Alt. Manager

Sir,

Seoul Society Inc., d/b/a Fiya Chicken, 1024A Commonwealth Ave., Brookline, MA.02215, has applied for the approval of a new On-Premises s.12-Restaurant, All Alcohol Beverage license. Fiya Chicken is currently open as a Korean restaurant serving specialty chicken. Mr. Raymond Lee, as applicant and co-owner would like the Manager of Record to be co-owner Timothy Liu. He also requests the approval of himself as the Alternate Manager. The proposed hours of operation will be Monday – Sunday, 11:00 am – 2:00 am. The proposed hours for alcohol service will also be Monday – Sunday, 11:00am – 2:00 am.

Mr. Raymond Lee

Co-Owner (30%)
Proposed Alternate Manager

Mr. Lee is a graduate of SUNY-Binghamton and obtained an MBA from Columbia University. He is a US citizen over 21 years of age and has an active Massachusetts driver's license. Mr. Lee has provided a safe service of alcohol certificate and along with his crowd manager certification.

Mr. Lee has yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's previous policy against in-person fingerprinting. Fingerprinting has resumed as of June 1st,

Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ❖ Facsimile (617) 730-8454

2021 and Mr. Lee has been instructed to make an appointment. If any negative information is revealed through fingerprints, a supplemental report will be submitted.

A check of our Master Name Record system reveals no contacts with Mr. Lee. A query of other applicable law enforcement databases reveals no information that would disqualify him from being named as the Alternate Manager of Record.

Timothy K. Liu

Co-Owner (40%)
Proposed Manager of Record

Mr. Liu a US citizen over 21 years of age and as proof provided a U.S. Passport and active Massachusetts Driver's License. He is a graduate of Randolph High School and the University of Massachusetts-Amherst.

A check of our Department Master Name record system does not reveal any contacts with Mr. Liu. A query of other applicable law enforcement databases reveals no other information that would disqualify Mr. Liu from this process. He had one arrest in Amherst, MA during college for alcohol related offenses that were later dismissed. If any other negative information is found after fingerprinting, a special report will be submitted.

Mr. Liu has provided a safe service of alcohol and crowd manager certification paperwork. He has also provided three letters of reference about his character and business acumen.

Mr. Liu has yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's current policy against in-person fingerprinting. Fingerprinting has resumed as of June 1st, 2021 and Mr. Liu has been instructed to schedule an appointment. If any negative information is revealed through fingerprints, a supplemental report will be submitted.

I have sent both Mr. Liu and Mr. Lee the Town's Sales of Alcoholic Beverages Regulations, the highlights of those regulations. I will meet with them at a later date, prior to alcohol service, to review the regulations and what is expected during an administrative inspection.

Also included in the application was a vote of the corporate board on March 18, 2021 naming Mr. Liu as the authorized signatory and proposed Liquor License Manager of FIYA Chicken. The property, located at 1024A Commonwealth Ave., Brookline; MA 02215, and is leased until December 31, 2035.

Mr. Joe Deng Co-Owner (30%)

A check of our Department Master Name record system does not reveal any contacts with Mr. Deng. A query of other applicable law enforcement databases reveals no other information that would disqualify Mr. Deng from this process. If any other negative information is found after fingerprinting, a special report will be submitted.

Mr. Deng has yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's current policy against in-person fingerprinting. Fingerprinting has resumed as of June 1st, 2021 and Mr. Deng has been instructed to schedule an appointment. If any negative information is revealed through fingerprints, a supplemental report will be submitted. Mr. Deng will not be part of the day to day operations of FIYA Chicken.

Mr. Deng had a previous All Kinds Alcohol license in Brookline for the Limoo Tea Bar, 1032 Commonwealth Ave, Brookline. However the restaurant closed in December of 2016. There were no issues with the previous license.

At this time, I see no reason to deny this application for a new All Alcohol Beverage License for Fiya Chicken or for Mr. Kenneth Liu to be named as Manager of Record. I have no objection for Mr. Raymond Lee being named as an Alternate Manager.

Respectfully submitted,
Lt. Michael P. Murphy #31

Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ❖ Facsimile (617) 730-8454

VOTE OF CORPORATION

DATE: 1/02/2021

AT A MEETING OF THE BOARD OF DIRECTORS OF Seoul Society INC

HELD AT: 1:30PM ON: Saturday

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

On-Premise Full liquor license

(TYPE OF LICENSE)

FOR THE YEAR 2021 TO BE EXERCISED ON THE PREMISES LOCATED AT

1024A Commonwealth Ave Boston MA 02215

VOTED: TO AUTHORIZE Raymond Lee TO SIGN

THE APPLICATION FOR THE LICENSES IN THE NAME OF Seoul Society INC

_____ AND TO EXECUITE ON ITS BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE GRANTING OF THE LICENSE.

THIS CORPORATION HAS _____ BEEN RESOLVED.

A TRUE COPY

ATTEST: _____

CLERK

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

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

ECRT CODE: RETA

Please make $200.00 payment here: https://www.mass.gov/epay-for-online-payments-abcc

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL

EPAY CONFIRMATION NUMBER de9dde71-8c0f-4898-9a1c-4

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME Seoul Society INC

ADDRESS 1024 Commonwealth Ave

CITY/TOWN Boston **STATE** MA **ZIP CODE** 02215

For the following transactions (Check all that apply):

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

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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

Transaction Processed Successfully.
INVOICE #: de9dde71-8c0f-4898-9a1c-4569dcc1da14

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	FIYA Chicken	$200.00
		$200.00

Total Convenience Fee: $0.35

Date Paid: 2/22/2021 6:11:47 PM EDT

Total Amount Paid: $200.35

Payment On Behalf Of

License Number or Business Name:
FIYA Chicken

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Raymond

Last Name:
Lee

Address:
1024A Commonwealth Ave

City:
Boston

State:
MA

Zip Code:
02215

Email Address:
fiyachicken@gmail.com

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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)		LICENSEE NAME:	Seoul Society INC	CITY/TOWN:	Brookline

APPLICANT INFORMATION

LAST NAME:	Liu	FIRST NAME:	Timothy	MIDDLE NAME:	K
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	MA		
DATE OF BIRTH:	[redacted]	SSN:	[redacted]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	NG	DRIVER'S LICENSE #:	[redacted]	STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	5 10	WEIGHT: 260	EYE COLOR: brown
CURRENT ADDRESS:	24 Alward Dr.				
CITY/TOWN:	Randolph	STATE:	MA	ZIP:	02368
FORMER ADDRESS:					
CITY/TOWN:		STATE:		ZIP:	

PRINT AND SIGN

PRINTED NAME:	Timothy K. Liu	APPLICANT/EMPLOYEE SIGNATURE:	

NOTARY INFORMATION

On this 03/19/21 before me, the undersigned notary public, personally appeared Timothy Liu (name of document signer), proved to me through satisfactory evidence of identification, which were MA Drivers 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.

BENJAMIN PHAN
Notary Public
Massachusetts
My Commission Expires
Jun 13, 2025

NOTARY

DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

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

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

APPLICATION FOR A NEW LICENSE

Municipality: Brookline

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	§12 Restaurant	All Alcoholic Beverages	Annual

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

Serving cocktails with korean fried chicken. We will also be serving beer as well.

Is this license application pursuant to special legislation? ○ Yes ◉ No Chapter ____ Acts of ____

2. BUSINESS ENTITY INFORMATION

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

Entity Name: Seoul Society INC FEIN: [redacted]

DBA: FIYA Chicken Manager of Record: Timothy K Liu

Street Address: 1024A Commonwealth Ave Boston MA 02215

Phone: 6172088350 Email: fiyachicken@gmail.com

Alternative Phone: 7186667214 Website: fiyachicken.com

3. DESCRIPTION OF PREMISES

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

Three floors
Basement: 1900 sq ft - used for just storage and utility meters
Ground Floor: 1950 Sq ft - 900 sq ft for customer's dining area. 1050 sq ft for kitchen space
Mezzanine: 300 sq ft - storage and office space

Total Square Footage: 1950 sq ft Number of Entrances: 1 Seating Capacity: 21

Number of Floors: 3 Number of Exits: 2 Occupancy Number: 29

4. APPLICATION CONTACT

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

Name: Raymond Lee Phone: 7186667214

Title: owner Email: rlee111@gmail.com

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	Corporation	Date of Incorporation	08-28-2020
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	○ Yes ◉ No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Raymond Lee	[redacted]		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Owner	30	○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Joe Deng	[redacted]		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Owner	30	○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Timothy K Liu	[redacted]		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Owner	40	○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ 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

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☒ No ☐

If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Limoo Tea Bar INC	On- premise restaurant	Limoo Tea Bar	Brookline

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6Aor 6B ever been suspended, revoked or cancelled?

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

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

7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises: Lease

Landlord Name: Scott Ravelson

Landlord Phone: 781-718-2340

Landlord Email: scott@corbenproperties.com

Landlord Address: 22 Comeau Street,Wellesley, MA 02481

Lease Beginning Date: 10-01-2020

Rent per Month: 9300

Lease Ending Date: 10-01-2031

Rent per Year: 111,600

Will the Landlord receive revenue based on percentage of alcohol sales? ○ Yes ◉ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	
C. Other * (Please specify below)	4100
D. Total Cost	4100

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Seoul Society INC - Chase	4100
Total:	4100

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.
			◯ Yes ◯ No
			◯ Yes ◯ No
			◯ Yes ◯ No
			◯ Yes ◯ No

FINANCIAL INFORMATION

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

paying for the yearly fee as per the schedule fee located on the brookline website.

https://www.brooklinema.gov/365/License-Fee-Schedule

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ◯ Yes ◉ No

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

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name: Timothy K Liu Date of Birth: [redacted] SSN: [redacted]

Residential Address: [redacted]

Email: filyachicken@gmail.com Phone: 781-413-7115

Please indicate how many hours per week you intend to be on the licensed premises: 60

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* (●) Yes ( ) No *Manager must be a U.S. Citizen

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

Have you ever been convicted of a state, federal, or military crime? ( ) Yes (●) No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
01/2010	01/2012	Supervisor	Lime Red Teahouse	Raymond Lee
01/2012	01/2015	Manager	Starbucks	
01/2015	CURRENT	Manager	Caffe Nero	

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: _____

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? ◯ Yes ◉ No
If yes, please fill out section 11.

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.*

11A. 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

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? ◯ Yes ◯ No
If yes, attach an affidavit providing the details of any and all convictions.

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 11A, 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

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, 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

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, 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

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D 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

11F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee? Yes ☐ No ☐

b. Will the licensee retain control of the business finances? Yes ☐ No ☐

c. Does the management entity handle the payroll for the business? 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: _____

Date: _____

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.

APPLICANT'S STATEMENT

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

of Seoul Society INC
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: 01/02/2021

Title: Owner

CORPORATE VOTE

The Board of Directors or LLC Managers of Seoul Society INC
Entity Name

duly voted to apply to the Licensing Authority of Brookline and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 01/02/2021
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize Raymond Lee
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 Timothy K Liu
Name of Liquor License Manager

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

A true copy attest,

Corporate Officer /LLC Manager Signature

Raymond Lee
(Print Name)

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature

(Print Name)

ADDENDUM A

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

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

Entity Name

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director/ LLC Manager ◯ Yes ◯ No | US Citizen ◯ Yes ◯ No | MA Resident ◯ Yes ◯ No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director/ LLC Manager ◯ Yes ◯ No | US Citizen ◯ Yes ◯ No | MA Resident ◯ Yes ◯ No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director/ LLC Manager ◯ Yes ◯ No | US Citizen ◯ Yes ◯ No | MA Resident ◯ Yes ◯ No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director/ LLC Manager ◯ Yes ◯ No | US Citizen ◯ Yes ◯ No | MA Resident ◯ Yes ◯ No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director/ LLC Manager ◯ Yes ◯ No | US Citizen ◯ Yes ◯ No | MA Resident ◯ Yes ◯ No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director/ LLC Manager ◯ Yes ◯ No | US Citizen ◯ Yes ◯ No | MA Resident ◯ Yes ◯ No

Name of Principal | Residential Address | SSN | DOB

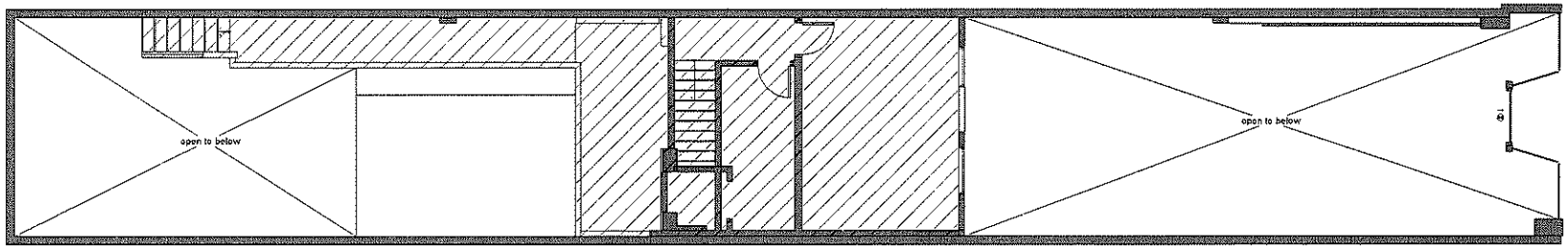
Title and or Position | Percentage of Ownership | Director/ LLC Manager ◯ Yes ◯ No | US Citizen ◯ Yes ◯ No | MA Resident ◯ Yes ◯ No

Name of Principal | Residential Address | SSN | DOB

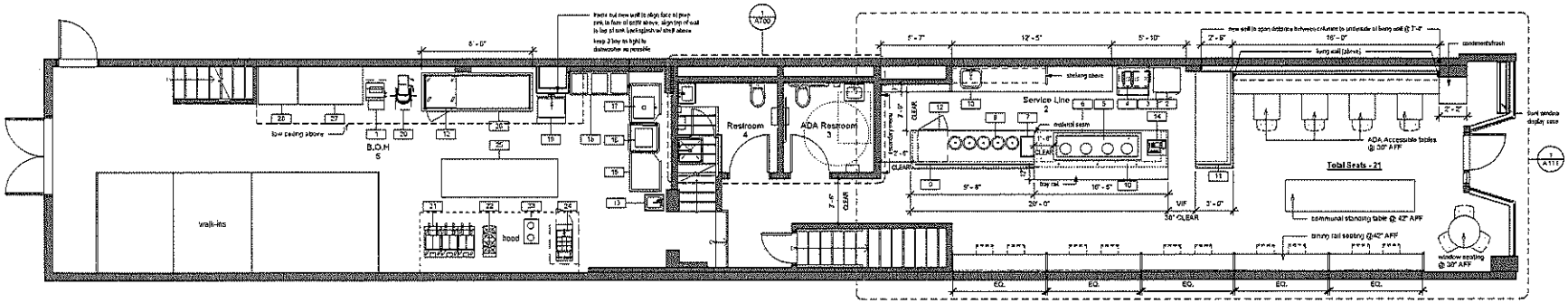
Title and or Position | Percentage of Ownership | Director/ LLC Manager ◯ Yes ◯ No | US Citizen ◯ Yes ◯ No | MA Resident ◯ Yes ◯ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? ◯ Yes ◯ No
If yes, attach an affidavit providing the details of any and all convictions.



③ Second Level Floor Plan
1/4" = 1'-0"

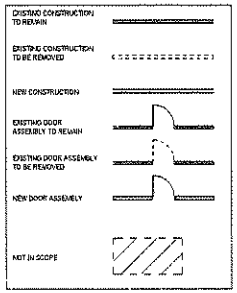


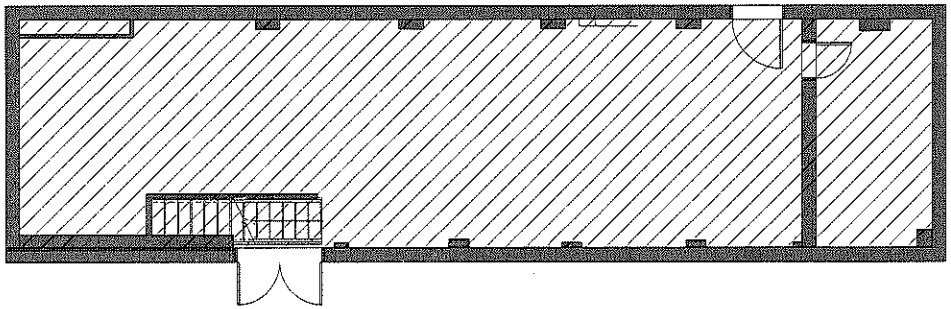
② Ground Level Floor Plan
1/4" = 1'-0"

EQUIPMENT KEY

~~1~~	~~DOUGH ROLLER~~ removed from scope
2	GLASS DOOR DISPLAY FRIDGE
3	ICE MACHINE
4	DRINK DISPENSER
5	HEAT LAMPS
6	HOT WELL
7	HOTEL PAN
8	SOUP WELL
9	CUSTOM SNEEZE GUARD
10	CUSTOM SNEEZE GUARD
11	CUSTOM SNEEZE GUARD
12	UNDERCOUNTER FRIDGE
13	HAND SINK
14	P.O.S
15	DISH TABLE RIGHT
16	DISH WASHER
17	DISH TABLE LEFT
18	3 BAY SINK
19	PREP SINK
20	DOUGH MIXER
21	DOUBLE BAY FRYER
22	DOUBLE RANGE BURNER
23	HOT WATER BOILER
24	PASTA PRO
25	PREP TABLE (35"X108")
26	PREP TABLE (35"X101.5")
27	PREP TABLE (35"X60")
28	PREP TABLE (35"X36")

CONSTRUCTION LEGEND





① Basement Level Floor Plan
1/4" = 1'-0"

For Permit

revisions

contractor
Bowline Construction LLC

84 Weymouth Street, Rockland, MA 02370

stamp

revision	revision description	date
1	PERMIT SET	8/24/18

project title
LOVE ART UDON

1024 Commonwealth Ave, Boston, MA 02215

client
Jessica Chiap & Ron Liu

JOE THE ARCHITECT

somerville 242 Medford Street, Suite 4C
Somerville, MA 02145
t: +(617) 764-2530
e: info@joethearchitect.com

website www.joethearchitect.com

drawing title
Floor Plans

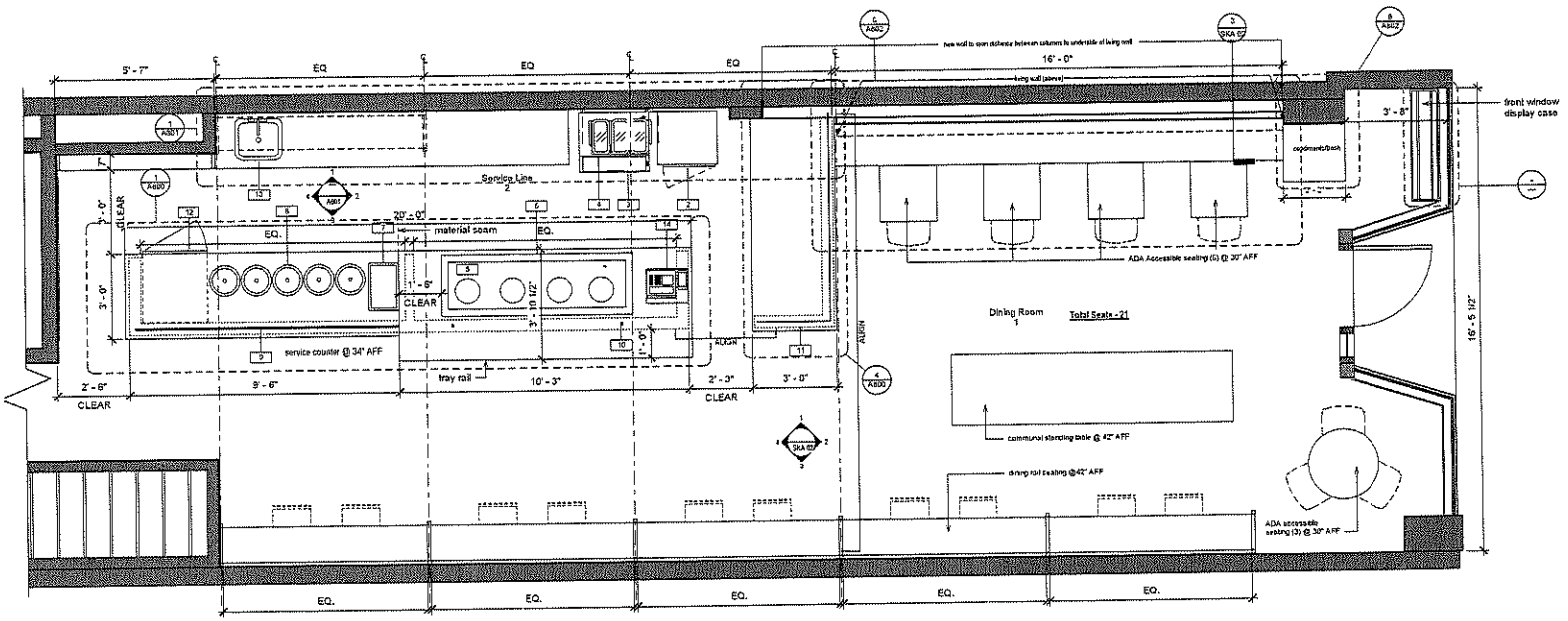
project number	drawing scale	approver
119	As indicated	Approver

drawing number
A110

revision
1

EQUIPMENT KEY

1	~~DOUGH ROLLER~~ removed from scope
2	GLASS DOOR DISPLAY FRIDGE
3	ICE MACHINE
4	DRINK DISPENSER
5	HEAT LAMPS
6	HOT WELL
7	HOTEL PAN
8	SOUP WELL
9	CUSTOM SNEEZE GUARD
10	CUSTOM SNEEZE GUARD
11	CUSTOM SNEEZE GUARD
12	UNDERCOUNTER FRIDGE
13	HAND SINK
14	P.O.S
15	DISH TABLE RIGHT
16	DISH WASHER
17	DISH TABLE LEFT
18	3 BAY SINK
19	PREP SINK
20	DOUGH MIXER
21	DOUBLE BAY FRYER
22	DOUBLE RANGE BURNER
23	HOT WATER BOILER
24	PASTA PRO
25	PREP TABLE (36"X198")
26	PREP TABLE (36"X101.5")
27	PREP TABLE (35"X60")
28	PREP TABLE (35"X38")



1 Enlarged Dining Room Floor Plan
1/2" = 1'-0"

For Permit

contractor
Bowline Construction LLC

84 Weymouth Street, Rockland, MA 02370

stamp

revision	revision description	date
1	PERMIT SET	06/07/19

project title
LOVE ART UDON

1024 Commonwealth Ave, Boston, MA 02215

client
Jessica Chiep & Ron Liu

JOE THE ARCHITECT

principle: 240 Medford Street, Suite 4C
Somerville, MA 02145
t. +1(617) 764-9590
e. info@joethearchitect.com
website www.joethearchitect.com

drawing title
Enlarged Dining Room Floor Plan

project number	drawing scale	approver
119	As indicated	Approver

drawing number: A111
revision: 1

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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

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

APPLICANT INFORMATION

LAST NAME: Deng | FIRST NAME: Joe | MIDDLE NAME:

MAIDEN NAME OR ALIAS (IF APPLICABLE): | PLACE OF BIRTH: New York, USA

DATE OF BIRTH: [redacted] | SSN: [redacted] | ID THEFT INDEX PIN (IF APPLICABLE):

MOTHER'S MAIDEN NAME: Mai | DRIVER'S LICENSE #: [redacted] | STATE LIC. ISSUED: Massachusetts

GENDER: MALE | HEIGHT: 5 10 | WEIGHT: 190 | EYE COLOR: Brown

CURRENT ADDRESS: [redacted]

CITY/TOWN: Amherst | STATE: MA | ZIP: 01002

FORMER ADDRESS:

CITY/TOWN: | STATE: | ZIP:

PRINT AND SIGN

PRINTED NAME: Joe Deng | APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this 3/3/2021 before me, the undersigned notary public, personally appeared Joe Deng (name of document signer), proved to me through satisfactory evidence of identification, which were MADL 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.

LAUREN DELAYNE WINTERS
Notary Public
Massachusetts
My Commission Expires
Jan 9, 2026

NOTARY

DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

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

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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE) | LICENSEE NAME: Seoul Society INC | CITY/TOWN: Brookline

APPLICANT INFORMATION

LAST NAME: Lee | FIRST NAME: Raymond | MIDDLE NAME:

MAIDEN NAME OR ALIAS (IF APPLICABLE): | PLACE OF BIRTH: NYC

DATE OF BIRTH: [redacted] | SSN: [redacted] | ID THEFT INDEX PIN (IF APPLICABLE):

MOTHER'S MAIDEN NAME: Huang | DRIVER'S LICENSE #: [redacted] | STATE LIC. ISSUED: Alabama

GENDER: MALE | HEIGHT: 5 10 | WEIGHT: 170 | EYE COLOR: brown

CURRENT ADDRESS: [redacted]

CITY/TOWN: Boston | STATE: MA | ZIP: 02215

FORMER ADDRESS:

CITY/TOWN: | STATE: | ZIP:

PRINT AND SIGN

PRINTED NAME: Raymond Lee | APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this April 1st 2021 before me, the undersigned notary public, personally appeared Raymond Lee (name of document signer), proved to me through satisfactory evidence of identification, which were MA DL 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.

SAMANTHA RICHE
Notary Public
Massachusetts
My Commission Expires
Mar 23, 2023

NOTARY

DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

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

MA SOC Filing Number: 202003132850 Date: 8/28/2020 11:12:00 AM

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $250.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

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

Identification Number: [redacted]

ARTICLE I

The exact name of the corporation is:

SEOUL SOCIETY 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. Please specify if you want a more limited purpose:

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 by Articles of Organization or Amendments		Total Issued and Outstanding
		Num of Shares	*Total Par Value*	*Num of Shares*
CNP	$0.00000	200	$0.00	200

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

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 Business Entity 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:

ARTICLE VI

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

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization 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 the *90th day* after the articles are received for filing.

Later Effective Date: Time:

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:

Name: RAYMOND LEE
No. and Street: 1024 COMMONWEALTH AVENUE
City or Town: BOSTON State: MA Zip: 02215 Country: USA

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 First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	RAYMOND LEE	1024 COMMONWEALTH AVENUE BOSTON, MA 02215 USA
TREASURER	TIMOTHY K LIU	1024 COMMONWEALTH AVENUE BOSTON, MA 02215 USA
SECRETARY	RAYMOND LEE	1024 COMMONWEALTH AVENUE BOSTON, MA 02215 USA
VICE PRESIDENT	JOE DENG	1024 COMMONWEALTH AVENUE BOSTON, MA 02215 USA
DIRECTOR	RAYMOND LEE	1024 COMMONWEALTH AVENUE BOSTON, MA 02215 USA

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

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

RESTAURANT

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

No. and Street: 1024 COMMONWEALTH AVENUE
City or Town: BOSTON State: MA Zip: 02215 Country: USA

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

No. and Street: 1024 COMMONWEALTH AVENUE
City or Town: BOSTON State: MA Zip: 02215 Country: USA
which is

X its principal office
__ an office of its secretary/assistant secretary
__ an office of its transfer agent
__ its registered office

Signed this 28 Day of August, 2020 at 11:16:59 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.)*
RAYMOND LEE

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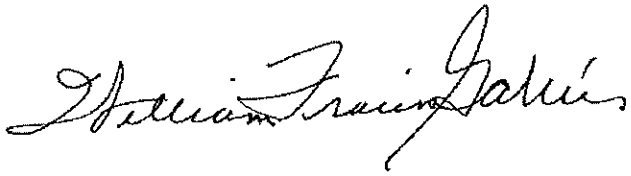
MA SOC Filing Number: 202003132850 Date: 8/28/2020 11:12:00 AM

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:

August 28, 2020 11:12 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

LEASE COVER PAGE

1.Parties:

1022 COMMONWEALTH LLC. with a business address of 22 Comeau Street, Wellesley, MA.02481("Landlord") and SEOUL SOCIETY INC. DBA as FIYA CHICKEN with an address of 530 Western Ave. # 333, Boston, Ma.021235 ("Tenant").Tenant's obligations hereunder shall be personally Guaranteed by Raymond Lee with an address of 530 Western Ave # 333,Boston, Ma. 02135 and Timothy Liu with and address of 24 Alward Drive, Randolph, Ma. 02368.

2.Premises:

The 1,950 square feet ground level more or less, 300 sq.ft. mezzanine +or-, as well as 1,000 sq. ft.+or- of basement hereinafter called "the Premises" (1024A Commonwealth Ave.); a portion of the building located at 1022-1024 Commonwealth Ave, Brookline, 02115 Ma. sometimes hereinafter called "the Building". The Premises are shown on the Fine Associates Plan attached hereto and incorporated herein by reference.

3.Term; Ten Years (120 months) from Lease Commencement, October 01, 2020 thru 09/30/30, unless terminated as per Clause #11.The "Term" of this Lease shall commence on 10/01/20 or on an earlier Rent Commencement Date as defined herein but end on the Expiration Date of 09/30/30 unless extended or terminated pursuant to the terms hereof; provided, however, the parties understand and agree that the Lease and the respective obligations hereunder are in effect and binding on the parties upon the execution of the Lease by both parties.

4.Renewal Option: Renewal Term: Tenant shall have one Five (5) year Renewal option but Tenant must notify Landlord in writing on or before twelve (12) months prior to the Renewal Commencement Date.

Renewal Option Term: October 01, 2030 through September 30, 2035, pursuant to Section 2.01-2 of the Lease

5.Option to Purchase, Right of First Refusal: None

6. Rent Due: Rent Commencement Date is the earlier of the date Tenant first opens at the Premises for the purpose of conducting business with the general public, or 10/01/20 "Rent Commencement Date". Rent is paid in 12 equal monthly installments; paid the first day of the month starting "Rent Commencement Date".

Rent as shown herein is a Gross Rent which includes "Base Year" Building Real Estate Tax, Building Insurance and Building Maintenance (CAM).

Year 1...10/01/2020-09/30/2021: $ 111,600 annually / $ 9,300 monthly

Year 2...10/01/2021-09/30/2022; $ 115,200 annually / $ 9,600 monthly

Year 3...10/01/2022-09/30/2023: $ 118,800 annually / $ 9,900 monthly

Year 4...10/01/2023-09/30/2024: $ 122,400 annually / $ 10,200 monthly

Year 5 ...10/01/2024-09/30/2025: $ 126,000 annually / $ 10,500 monthly

Year 6 ...10/01/2025-09/30/2026: $ 129,600 annually / $ 10,800 monthly

Year 7 ...10/01/2026-09/30/2027: $ 133,200 annually / $ 11,100 monthly

Year 8 ...10/01/2027-09/30/2028: $ 136,800 annually / $ 11,400 monthly

Year 9 ...10/01/2028-09/30/2029: $ 140,400 annually / $ 11,700 monthly

Year 10 ..10/01/2029-09/30/2030: $ 144,000 annually / $ 12,000 monthly

Notwithstanding the rents defined herein, Tenant shall only be obligated to pay the higher of: 1. 15% of Gross sales generated from the use of the premises (including but not limited to all take out, delivery, catering, pickup or dining in) or 2. $ 6,650(plus increases in Additional Rent per # 7 below) per month until the earlier date of 05/01/21 or when the Commonwealth of Ma. and town of Brookline allows 100% restaurant occupancy. In no event shall Tenant be required to pay an average rent higher than the rent defined above in this Clause # 6 due to this percentage rent.

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7. Additional Rent: As of "Rent Commencement Date" Tenant will pay 33 % (percent) of the increase cost over the "Base Year" Building Real Estate Tax, Insurance and Operating Expense CAM cost (Controllable/ Uncontrollable). Tenants increase of Controllable CAM cost over the Base Year (except snow / ice management which is not considered Controllable CAM) is capped thru 09/30/30 and included in the rents shown in # 6 above. Tenants Additional Rent is further defined in the body of the Lease in Section 2.01-3 hereof.

Additional Rent (NNN's): As of "Rent Commencement Date" 10/01/20, Tenant will pay its 33% pro-rata share of Common Area Maintenance, Real Estate Taxes and Insurance. Tenant's Base Year 33% (percent) of Real estate taxes are estimated at **($68,484 x 33%= $ 22,600/ 12 = $1,833 month)- (based on actual 2020 Fiscal Year thru 06/30/20)** and Building Insurance is estimated at **$5,5160 x 33%= $1,820/ 12=$ 152 month (Actual Insurance thru 01/11/21).**

For future calculations of Renewal rent, the Controllable CAM (which includes management fees) and is included in the rents defined in Clause # 6 above) with no additional increases during the initial term thru 09/30/30 **Base Year is $33,500 x 33%= $ 11,055/12 months = $ 921 monthly.**

Controllable CAM expenses are included in the Rent and are capped but for calculating said expense they shall be deemed to increase 3% annually over the previous year's expenses for the Initial Term. For the first year of the First Renewal Period, Controllable Cam will be considered and calculated to be set at the higher of the last year of the proceeding terms Controllable Cam expense plus 3% or the then CPI or the actual amount if higher as verified by Landlord. If said Controllable CAM expense increases remain capped at a fixed 3% or the cpi over the previous year's expenses, no accounting of the Controllable CAM will be required.

Snow/ ice Management is not included in Controllable CAM and is considered Uncontrollable Cam and paid on a pro-rata share by tenant. Tenants Additional Rent including Non- Controllable CAM is further defined in the body of the Lease in Section 2.01-3 hereof.

8. Utility Charges: Upon Lease Commencement Date, all utilities will be paid by Tenant directly to said utility provider. Utilities are separately metered except water and sewer which is sub-metered and billed by Landlord and paid monthly to the Landlord by Tenant with each month's rent payment, based on one-twelfth (1/12) of the Tenants estimated use. The Tenant shall pay Landlord $300.00 monthly and the parties shall make a bi annual adjustment of any difference between the amount due and the amount paid based on tenants actual use and adjust said future monthly estimated amounts to be paid. Landlord does not warranty that the existing utilities are sufficient for Tenant's specific

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business, thus it is Tenant's responsibility at Tenant's sole cost and expense to upgrade the same if required for Tenant's Use.

9.Condition of Premises: Landlord shall deliver the Premises to Tenant on or before the Rent Commencement Date of 10/01/20 in a broom-clean "As Is" condition. Premises and fixtures must be inspected by the Tenant on or before 09/15/20. The Tenant will have two (2) business days after Landlord's notice to Tenant that Tenant must inspect the premises, and accept possession of the Premises in writing or notify Landlord in writing of any issues that need to be corrected (with a written punch list). Landlord will have until 10/01/20 to correct the issues noted, however the Tenant is required to inspect, and either accept or not accept Possession in writing as defined herein, within (2) business days of each subsequent Landlord notice that said punch list has been completed. Upon the Landlord receipt of Tenant acceptance notice the Premises will be considered Delivered "As Is" by the Landlord.

Any and all improvements within the Tenant's Premises are at the Tenants sole cost and expense as further defined in section 1.06. The Landlord will warranty the existing HVAC units for 6 months after Landlord provides one time notice to Tenant prior to Rent Commencement Date that the same has been serviced for routine maintenance and any maintenance issues have been resolved; however Landlord does not warranty that said HVAC or duct work is sufficient for or located to accommodate Tenants specific use or layout.

10. Landlord Future Construction : Landlord reserves the right to repair, renovate, remodel, or build additions above, below or around the Premises or otherwise expand the Building, including but not limited to the construction of or the build-out of any and all space leased to other tenants in the Building, whether performed by such other tenants or Landlord, at any time during this Lease or any Extension. All of the foregoing described repair and construction related activities are hereinafter collectively referred to as "Future Construction." Such Future Construction shall be at Landlord's sole option, and at Landlord's sole cost and expense, with reasonable notice to Tenant. Landlord will use its best efforts to cause minimal interference to Tenant's business. Landlord, except in case of emergency repairs will use its best efforts to give Tenant 5 days notice if said repairs will cause disturbance to Tenants business

Future Construction shall also include the right of Landlord to perform construction work within the Premises or otherwise affecting the Premises. To the extent that Future Construction results in only minor and temporary disturbance or inconvenience to Tenant's occupancy of the Premises, then Tenant's obligations

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remain as stated in this Lease. Landlord will use its best efforts to cause minimal interference to Tenants business.

11.Future Development and Right to Terminate: Landlord will have the right as of 09/30/25(or anytime after 09/30/25) to develop the Building; hereinafter called Landlords right of "Future Development". Said Landlord's right of Future Development includes but is not limited to, the Landlord right to take back a portion of the Premises on a temporary or permanent basis, and to perform construction within the Tenant's Premises or in the Building that could result in major disruption to Tenant's occupancy of the Premises.

Landlord will have the right of Future Development and to perform said construction, or taking as defined herein but Landlord will seek to reasonably modify the lease and or adjust the rent hereunder in proportion to said taking or such disturbance to Tenant's occupancy. If Landlord and Tenant can not reach a mutual agreement on the modifications to this Lease, including the possible adjustment in rent that would be considered reasonable due to the Landlords proposed Future Development, then within 45 days of such written notice from Landlord of said Future Development and proposed Lease modifications and adjustments to rent, either the Landlord or Tenant shall have the right to terminate the Lease by giving the other party 12 months notice in writing of termination hereafter called " Right of Early Termination". This is the Tenant's exclusive (one time only) "Right of Early Termination" which can only be exercised after Landlord's written notice of said Future Development as defined herein.

Notwithstanding the foregoing,, if the Landlord seeks to either demolish the Premises or if Landlord in its sole judgment deems that the Future Development would unreasonably disturb Tenant's occupancy then Landlord reserves the exclusive right to terminate this Lease (hereinafter called "Landlords Exclusive Right of Early Termination")at Landlord's sole exclusive option on or after 09/30/25, with or without attempts to modify the Lease or adjust the rent, provided that Landlord gives 12 month's written notice to Tenant of said termination..

It is further agreed that during said 12 months after any of the aforesaid notices of termination for " Early Termination" by Landlord or Tenant and /or during the12 months after termination for Landlord Exclusive Right of Early Termination by Landlord, all other terms of this Lease or Extension remain in full force and effect.

If the Landlord or Tenant exercise their right to terminate the Lease as defined herein and if the Tenant is not and has not been in default at any time during the Lease term then the Landlord will be obligated to pay the Tenant an " Early

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Termination Fee" as defined below but only after Tenant has vacated the Premises subject to all terms of the Lease:

Landlord will pay Tenant the following if termination as defined herein is on:

09/30/25…$ 75,000

09/30/26…$ 60,000

09/30/27….$ 45,000

09/30/28….$ 30,000

09/30/29…$ 15,000

Said Termination fee is based on amortizing (depreciating) the value of Tenants improvements set at $ 150,000 depreciated over a 10 year term with said amount being reduced $ 1,250 monthly on the last day of any month (with no reduction for a partial month). For example if the termination date were to be any day during the month of November 2027 prior to 11/30/27 the Early Termination Fee would be $ 42, 500, anytime during Decemberof 2027 the fee would be $ 41,250.

12. Use: Only as an Asian restaurant principally and primarily for the preparation and sale of Korean fried chicken, East Asian cuisine/ street food, and dumplings. As incidental to the foregoing principal and primary use Tenant may also sell "other Asian offerings" such as Bubble tea, and Chinese, Korean, and Japanese food and "other Asian offerings" served in all other Limered and Honeycrisp locations now and in the future ("other Asian offerings") as long as the" other Asian offerings" are not in direct competition with tenants, both present and in the future, in the Building. Tenant can also sell tea, beer, wine and other alcoholic beverages.

Tenant is not allowed to prepare or sell **Vietnamese cuisine which principally and primarily includes, banh mi sandwiches, Pho and other Vietnamese noodle soups, Vietnamese Crispy spring rolls and fresh summer rolls, and Vietnamese Vermicelli and salads and other Vietnamese fare, and Vietnamese coffee and Vietnamese desserts**

Notwithstanding the foregoing, the Landlord will not lease other parts of "the Building" to a tenant whose primary use is the retail sale of Fried Chicken, or Alchoholic Bubble Tea, but the Landlord has no other restrictions and can lease to tenants that might reasonably and typically retail or serve as an incidental part of their primary business, fried chicken items; tenants such as but not limited to restaurants, fast food outlets or convenience stores

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13. Rear Loading: Tenant's deliveries are to be made through the rear entrance at times to not unreasonably interfere with other tenant's business, and subject to reasonable future rules and restrictions of Landlord.

14. Security Deposit: Security Deposit: Tenant will provide Landlord $ 44,000 Security Deposit of which $22,000 will be paid to Landlord at execution of the Lease and $ 22,000 can be in a Bank Letter of Credit delivered at execution and held by Landlord. Said $ 22,000 cash Security Deposit will be held by Landlord and comingled with Landlord funds for full term and any renewal with no interest paid to Tenant. Landlord shall also maintain a UCC lien over Tenant's equipment, to be further defined in Lease Clause 2.02.

15. Parking: Tenant will have the exclusive use of one parking space as shown on attached parking plan. Tenant is allowed to park one vehicle in its exclusive parking space overnight, if said vehicle is owned and insured by Tenant, required for Tenants business operation and only after approval in writing by Landlord. Landlord may at any time during the Lease term or any renewal term move the Tenant exclusive parking space to any other location in the rear parking area with reasonable notice to Tenant. Tenant may be required to move or remove any vehicle parked in order to reasonably accommodate snow management. Tenant will not be allowed to store any thing except its dumpster (approved in writing by Landlord and permitted by law), and there will be no unregistered vehicles allowed. Tenant must keep said Tenant parking space reasonably neat, and orderly at all times and abide by Landlords reasonable standards, rules and regulations as well as all municipal or state regulations. Tenant is aware that Tenant, its agents customers or employees must only park in it's exclusive one parking space and under no circumstances park (even temporarily) anywhere else on the property or in travel lanes or in on-site parking areas assigned to others. There is no subletting or assignment of parking except if connected to the subletting or assignment of the interior Premises and only if the same is approved in by Landlord in writing and subject to all terms of the Lease.

Landlord will allow Tenant as a courtesy only, the use of an additional parking space during business hours only (with no overnight parking allowed). Landlord may terminate Tenants use of the courtesy parking space at anytime and will try to give Tenant reasonable notice to discontinue use of said additional courtesy parking space but no such notice is required. Tenant must vacate and discontinue use immediately upon notice from Landlord. Since Landlord is granting Tenant said use at no cost (no additional rent) there will be no credit to rent or reduction offered if the Tenant use is terminated. If the Tenants use of said courtesy

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parking space impacts or increases costs or expense to Landlord of any kind; said costs and expense will be the sole cost and responsibility of Tenant.

Said use of the parking spaces is subject to all terms of the Lease as well as any reasonable Landlord rules and restrictions.

16. Late Payment Charges: Interest rate on delinquencies: maximum legal rate or 18% per annum, whichever is less. Tenant shall have a grace period of ten (10) business days for payments.

17. Tenant Insurance Requirement: Commercial general liability, $2 million for general aggregate and $ 1 million per occurrence.

Liquor License: To the extent Tenant obtains a liquor licenses for the sale and/or consumption of liquor on the Premises, Tenant shall maintain with respect to the leased property Dram Shop Liability Insurance/ Liquor Liability in the amount of $ 2,000,000 with responsible companies qualified to do business in Massachusetts and in good standing therein insuring the Landlord as well as Tenant against injury to persons or damage to property. The Tenant shall deposit with the Landlord certificates for such insurance at or prior to the commencement of the liquor license use, and thereafter notify Landlord thirty (30) days prior to the expiration of any such policies, All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (30) days prior written notice to each assured named herein, Landlord (1022 Commonwealth LLC and Corben Equity Partners LLC) shall be named an additional insured on the policies

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SECTION I. PARTIES, TERMS, PREMISES

1.01 Parties.

The parties to this Lease are shown on the Cover Page of this Lease and the Cover Page is incorporated herein by reference.

1.02 Term

The term of this Lease shall be from 10/01/2020 thru 09/30/2030

1.02-1 Option to Purchase, Right of First Refusal:

None.

1.02-2 Renewal Option

Renewal Term: 10/01/2030 – 09/30/2035

Tenant has the right to exercise the Renewal Term only if (1) Tenant provides written notice of such election to renew to Landlord in writing on or before 10/01/2029 and (2) Tenant has not defaulted under the Lease, at any time, during the original term; and (3) Tenant shall have the aforesaid renewal right if and only if Tenant is current on all payments due to Landlord of any kind under this lease, including but not limited to rent, additional rent, maintenance and/or common area charges, and/or utility charges of any kind, and if and only if Tenant is not in default of any other obligations or conditions under this lease at the time of Tenant's election to renew.

1.03 Leased Premises

Landlord leases to Tenant and Tenant leases from Landlord the Premises identified on the Cover Page of this Lease.

1.04 Parking: identified on Cover Page of this Lease.

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1.05 Condition of Premises

The condition of the Premises upon Tenant's occupancy shall be as noted on the cover page.

1.06 Tenant's Improvements

The parties acknowledge that; at this time, the Tenant does not intend to make improvements to the Premises.

(1) All Tenant improvements including painting must be approved in advance by Landlord; such approval shall not be unreasonably withheld or delayed. Prior to construction of said improvements, Tenant is responsible for obtaining all necessary permits from the Town of Brookline, at Tenant's sole cost and expense. Landlord shall cooperate with Tenant in obtaining said permits. Further, all construction must be in accordance with applicable laws and regulations, and must be performed in a good and workmanlike manner by contractors approved by Landlord and properly licensed in the Commonwealth of Massachusetts; and said contractors must provide to Landlord Certificates of Insurance showing that they carry workmen's compensation insurance as required by law, and comprehensive general liability insurance, naming Landlord as an additional insured, in the amount of $2 Million for general aggregate and $1 Million per occurrence.

(2) On or before the termination of the Lease, Tenant shall return the Premises to their condition at the commencement of the Lease, including, but not limited to, the removal of any and all Tenant improvements, such as but not limited to any demising walls, fixtures, sinks and plumbing, equipment, unless Landlord in writing, at time of Landlord approval had agreed that Tenant need not remove the same or to decides to accept the Premises with said improvements and alterations, which shall become the property of Landlord.

(3) Upon termination of the Lease, if Landlord does not accept Tenant's improvements and alterations, Tenant shall restore the Premises to its previous condition. In the event that Tenant fails to restore to the aforesaid condition, Landlord has the right to use the Security Deposit for restoration expenses and costs. Said expenses and costs will be deducted from the security deposit and the excess will be returned to Tenant. However, in the event restoration costs and expenses exceed the amount of the security deposit, Tenant and Guarantor will be liable for the deficit to Landlord. As a precondition for invoking this section, however, Landlord must provide written notice to Tenant at the time of approval of Tenant's improvements that he may not accept such improvements upon the termination of the lease and may require Tenant to restore the Premises to its previous condition.

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1.07 Quiet Enjoyment

Landlord covenants and agrees that Tenant, so long as there shall not be an uncured Event of Default hereunder, shall and may, at all times during the Term of this Lease, peaceably and quietly have, hold, occupy and enjoy the Premises.

SECTION II - RENT, ADJUSTMENTS TO RENT, SECURITY DEPOSIT, LANDLORD'S LIEN

2.01-1 Rent – When Due – Where Paid

All monies payable by Tenant to Landlord under this Lease shall be deemed to be rent and shall be payable and recoverable as rent in the manner herein provided and Landlord shall have all rights against Tenant for default in any such payment. Rent shall be paid to Landlord as shown on the Lease Cover Page, without deduction or set-off, in legal tender of the jurisdiction in which the Premises are located at the address of Landlord as set forth, or to such other person or entity or to such other address as Landlord may designate in writing. Tenant's obligation to pay all rent due under this Lease shall survive the expiration or earlier termination of this lease, if such expiration or earlier termination results from Tenant's default.

2.01-2 Basic Rent, Rent for First Renewal Term

Tenant agrees to pay to Landlord the rent as shown on the Cover Page of this Lease.

For the Renewal Term, the rent shall be the higher of $ 147,600 per year, or the then fair market rent for the Premises and as adjusted as per Section 2.01-3 d hereunder. If Landlord and Tenant do not agree on the amount of fair market rent, then same shall be determined as follows: 1) Landlord shall select a real estate appraiser; 2) Tenant shall select a real estate appraiser; 3) said two real estate appraisers shall select a third real estate appraiser, the cost of the whom shall be shared by the Landlord and Tenant; and 4) and the fair market value rent shall be determined by a vote of two out of three of said appraisers. Annual increases will be a the higher of a mutually agreed increase or the annual CPI increase.

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2.01-3 Additional Rent

Tenant shall pay to Landlord, as additional rent, the following:

(a) Real Property Taxes:

Tenant shall pay 33% percent of the increase over "Base Year" (Re Tax $ 68,484 yr 2020) Real Estate taxes on the property of which the Premises are a part, or its pro rata share if the building is enlarged. Tenant shall remit this payment within fifteen (15) days of written notice from the Landlord. At the option of the Tenant, Landlord shall allow Tenant to pay to the Landlord one-twelfth (1/12) of the Landlord's future annual estimated taxes with each month's rent payment, and the parties shall make an annual adjustment of any difference between the amount due and the amount paid.

(b)Landlord Operating Cost Controllable CAM:. Tenants share of Controllable CAM and any increases in Controllable CAM are capped and included in the rents shown on the Cover Page thru the initial term of the Lease 09/30/30 except Tenant will pay for its pro rata share of snow maintenance of the rear parking area for which Landlord will invoice Tenant based on Landlords actual costs.

After 09/30/30Tenant shall pay 33 % percent or Tenants pro rata share if the building is enlarged) of any increase over Base Year Controllable CAM with no cap Tenant shall pay the higher of the last year of the initial term plus 3% or the actual cost as verified by Landlord

Controllable CAM operating expenses are defined as any and all reasonable costs under Landlords direct control incurred as a result of operating, managing and maintaining the property of which the Premises are a part. Maintenance and replacement of the Building's common elements (serving more than one tenant) such as but not limited to, parking lot pavement, alley walkway patching and repairs or replacements, roof repairs or replacements, nonstructural and structural repairs, repairs to the exterior of the building which includes but is not limited to: painting, siding repairs, masonry pointing and waterproofing, and common electric service and lines, common water and sewer lines. Controllable CAM includes any related Capital expenses (such as but not limited to roof replacement, pavement replacement). Capital expenses will be amortized over said improvements useful life, according to standard accounting principles and will be charged as Controllable CAM. For example if the Building roof is replaced anytime during the Tenants first term (thru 09/30/30 the total cost of the roof would be amortized over a certain number of years and that amount would become part of annual Controllable CAM. However as defined herein the Tenant would not be charged its percent due as part of Controllable CAM until after 09/30/30, and then the Tenant would

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only be charged for the remaining unamortized annual amount still due as part of Controllable CAM.

The operating expenses in which Tenant is to share hereunder shall not include (i) items for which Landlord is reimbursed by insurance or is otherwise compensated by third parties, (ii) costs for construction of additional common elements, or costs for the expansion of existing common elements, or the Building, (iii) costs of repair, renovation or improvements to any tenant spaces in the Building, (iv) Capital expenses such as costs of roof replacement unless amortized over its useful life as defined herein, (v) costs related to enforcement of other tenant's leases, and (vi) leasing commissions and/or broker's fees incurred with regard to leasing of space in the Building

Tenant shall remit any payments due within fifteen (15) days of written notice from Landlord showing the calculation of Tenant's Share of Controllable-CAM. At the option of the Tenant, Landlord shall allow Tenant to pay to the Landlord one-twelfth (1/12) of the Landlords future annual estimate for Tenant's Share for such lease year with each month's rent payment, and the parties shall make an annual adjustment of any difference between the amount due and the amount paid

(c) Landlord Operating Cost Non-Controllable CAM:.

As of Lease Commencement Tenant will be charged for 33 % or its pro rata share if the building is enlarged of all and any Non-controllable CAM expenses. Non-Controllable CAM expenses are considered any and all reasonable costs incurred in maintaining the Building that are not in Landlord's control such as but not limited to expenses for common utilities (if there are any in the future), expenses for future fire suppression system maintenance, repair or installation (if installation is required by law in the future and not due to any tenant's specific use, said installation cost would be amortized over the useful life of said system), any future taxes imposed on building equipment, any costs or expenses or fees including attorneys fees incurred in contesting any said taxes or municipal code requirements. Non-Controllable CAM includes Capital expenses if amortized over the improvements useful life according to standard accounting principles.

Tenant shall remit any payments due within fifteen (15) days of written notice from Landlord showing the calculation of Tenant's Share of Non-Controllable CAM. At the option of the Landlord, Landlord shall allow Tenant to pay to the Landlord one-twelfth (1/12) of the Landlords future annual estimate for Tenant's Share for such lease year with each month's rent payment, and the parties shall make an annual adjustment of any difference between the amount due and the amount paid.

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(d) Landlord Insurance Costs;
Tenant shall pay 33% percent of the increase over "Base Year" ($ 5,516 yr thru 01/11/21) Landlord's Insurance costs on the property of which the Premises are a part, or Tenants pro rata share if the building is enlarged. Tenant shall remit this payment within fifteen (15) days of written notice from the Landlord. At the option of the Tenant, Landlord shall allow Tenant to pay to the Landlord one-twelfth (1/12) of its share of the future insurance expense with each month's rent payment, and the parties shall make an annual adjustment of any difference between the amount due and the amount paid.

(d) Annual Increase for Renewal Term; as per Cover Page In addition to the Basic Rent established in clause 2.01-2, beginning in the first renewal year, the monthly rent to be paid Landlord by Tenant shall be increased annually effective on the anniversary of the commencement date of said Renewal Term by the greater of the Cost of Living Increase for the Boston area ("CLI"), or an amount established at the time of Renewal as per clause 2.01-2.

(e) Adjustments to Rent; Real Property Taxes and Insurance Premium Increased Caused by Tenant Improvements. In the event that an increase in real property taxes and/or in Landlord's insurance premiums is caused by the Tenant's use or improvements made to the Premises, Tenant shall pay one hundred (100%) percent of the increase attributable to such use or improvements. Payment shall be made within fifteen (15) days of written notice from the Landlord. At the option of the Landlord, the Tenant shall pay to the Landlord one-twelfth (1/12) of its share of the increased expenses with each month's rent payment, and the parties shall make an annual adjustment of any difference between the amount due and the amount paid.

2.02 Security Deposit:

Upon execution of this Lease, the Tenant shall pay to Landlord the amount of ("Security Deposit") as shown on the lease cover page, which shall be held as security for the Tenant's performing as herein provided. Security Deposit shall be held by Landlord with no interest paid to Tenant as defined on cover page. If Tenant is not in default of any of the terms and provisions of this Lease, Landlord shall release to tenant the Security Deposit at the end of this Lease, subject to Landlord accepting Tenant's Improvements and Alterations or the restoration of the Premises as per clause 1.06. In addition, the Tenant's obligation hereunder shall be secured by a security interest granted herein to Landlord in all of the equipment and fixtures of Tenant in the Premises which Landlord shall release upon termination of the lease, provided, however, that upon default hereunder the Landlord shall have all the rights of a secure creditor under the Massachusetts UCC with respect to the collateral herein encumbered.

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SECTION III - USE, RESTRICTIONS ON USE, BUILDING REGULATIONS, QUIET ENJOYMENT, SERVICES BY LANDLORD

3.01 Use

Premises shall be used only for the use specified on the Cover Page of this Lease and for no other use, and shall not be expanded in any way. Tenant shall, at Tenant's expense, comply with all laws, rules, regulations, requirements, and ordinances concerning the operation of Tenant's business enacted or imposed by any governmental unit having jurisdiction over the building Premises. The Tenant's stock in trade and fixtures, if any, in the demised Premises shall be installed and maintained at the sole risk of the Tenant.

3.01-1 Tenant expressly acknowledges and agrees that Landlord has the right to lease other parts of the building to other tenants or occupants for any business, commercial, retail, restaurant or office use of any kind, and/or for residential purposes if permitted. Provided, however, that Landlord shall not lease, rent or occupy or permit all or any portion of the Building to be occupied or used by any food service establishment that primarily serves the "primary offerings" as are allowed by Tenant under this Lease

3.02 Restrictions on Use

Tenant shall not:

3.02-1 Do or permit to be done anything which will invalidate or increase the cost of any insurance coverage on the building and the Premises;

3.02-2 Do or permit anything to be done in the building or on the Premises which will unreasonably obstruct or interfere with the rights of other tenants or occupants of the building;

3.02-3 Use, allow or permit the Premises to be used for any improper or objectionable purpose;

3.02-4 Cause, maintain or permit any nuisance in or about the Premises;

3.02-5 Commit or permit any waste to be committed in the Premises;

3.02-6 Use or occupy Premises in violation of any law, rule, regulation, requirement or ordinance enacted or imposed by a governmental unit having jurisdiction over the building, Premises, Landlord or Tenant;

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3.02-7 Overload, damage or obstruct any utility lines, providing services to the building or Premises;

3.02-8 Install any fixtures or equipment which will overload the floors in the Premises or in any way affect the structural capacity or design of the Premises or the building; and

3.02-9 Tenant agrees to adhere to Landlord's reasonable design criteria for the exterior of the building, including but not limited to, the choice of exterior colors and of sign design and placement.

SECTION IV - ASSIGNMENT, SUBLET, RECAPTURE OF PREMISES, MORTGAGE BY LANDLORD, SUBORDINATION, ATTORNMENT, ESTOPPEL CERTIFICATE, NOTICE TO MORTGAGEE, SALE BY LANDLORD

4.01 Assignment; Sublet

Tenant shall not assign or mortgage this Lease, or sublet all or any portion of the Premises without Landlord's prior written consent, whose consent will not be unreasonably withheld, which, if consented to by Landlord, shall be in a form acceptable to Landlord. In no event shall Tenant be released from its obligations under the terms of the Lease and shall continue to be liable to Landlord for payment of the rent and all obligations hereunder. The Landlord covenants and agrees that it will not unreasonably withhold or delay such written consent for such assignment or under letting.

For the purposes hereof, withholding consent would be unreasonable where the proposed assignee has at least three (3) years business experience operating a comparable food service establishment as permitted herein, and either (a) a demonstrated financial net worth of $1,000,000 (in 2017 U.S. Dollars), or (b) sufficient assets to collateralize the remainder of the payments due under the Lease.

Upon any subletting or assignment, Landlord has the right to increase the rent due hereunder to the then fair market rent. If Landlord and Tenant do not agree on the amount of the then fair market rent, then the fair market rent shall be determined as follows: (but in no event shall the rent be less than the existing rent): 1) Landlord shall select a real estate appraiser; (2) Tenant shall select a real estate appraiser; (3) said two real estate appraisers shall select a third real estate appraiser, the cost of whom shall be shared by the Landlord and the Tenant; and (4) and the fair market value rent shall be determined by a vote of two out of three of said appraisers. No assignment, mortgaging

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or subletting, if consented to by Landlord, shall relieve Tenant of its liability under this Lease. Consent by Landlord shall not operate as a waiver of the necessity for consent to any subsequent assignment, mortgaging or subletting and the terms of such consent shall be binding upon the assignee, mortgagee or subtenant. Any transfer of this Lease by merger, consolidation or liquidation or any change in ownership of or power to vote the majority of outstanding voting stock shall constitute an assignment, whether the result of a single or series of transactions.

4.02 Mortgage by Landlord

Landlord shall have the right to transfer and assign, in whole or in part, all and every feature of its right and obligations hereunder and in the building. Such transfer or assignment may be made either to a corporation, trust company, individual or group of individuals and shall be recognized by Tenant.

4.03 Subordination

This lease is and shall be subject and subordinate in all respects to any and all mortgages and deeds of trust now or hereafter place on the building or the land upon which the building is situated, and to all renewals, modifications, consolidations, replacements and extensions thereof.

4.04 Attornment

If the interest of Landlord is transferred to any person or entity by reason of foreclosure or other proceedings for enforcement of any mortgage, deed of trust or security interest or by delivery of a deed in lieu of foreclosure or other proceedings, Tenant shall immediately and automatically attorn to such person or entity. In event of such transfer, this Lease and Tenant's rights hereunder shall continue undisturbed so long as Tenant is not in default. Landlord shall use best efforts to obtain the signature of any present or future mortgagee on a Non-Disturbance and Attornment Agreement, which said Agreement both Landlord and Tenant agree to execute.

SECTION V - MAINTENANCE AND REPARIS, ALTERATIONS, SIGNS

5.01 Maintenance and Repairs by Tenant

5.01-1 During the term of the Lease or any extension thereof, the Tenant shall, at Tenant's sole cost:

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performance of such repairs, replacements and maintenance. Cost of all ordinary and routine maintenance repairs and replacements by Landlord shall be considered as part of the operating costs (CAM) for the building.

5.04 Utilities

Tenant shall pay all water, sewer, electric and gas charges for the Premises. The electric and gas services are separately metered. Water and sewer is separately sub-metered by Landlord and billed based on Tenants actual use. Tenant shall pay directly to utility provider if billed directly or as Additional rent if sub metered and invoiced for same by Landlord. Tenant shall remit these payments within fifteen (15) days of written notice from the Landlord or at Landlord's option the Tenant shall pay one twelfth of Landlord's annual estimate of such utility costs (to be adjusted bi annually or annually) together with Tenant's payment of monthly rent.

5.05 Signs

Tenant shall not display, inscribe, paint or affix any sign, picture, advertisement or notice visible from anywhere outside the Premises without Landlord's prior written consent, and subject to the Landlords Building Design Code. Tenant will be allowed a front and rear sign placed directly above its front glass display window and over its rear delivery door subject to the Landlord's reasonable approval or may maintain any signage on the Premises, including but not limited to "blade" signs, provided that such signage does not obstruct or compete unfairly with other Building tenants and is in accordance with any Town of Brookline rules or regulations over signage applicable to the Premises. Any such sign shall be maintained by Tenant, during Tenant's occupancy of the Premises. All costs such as but not limited to: design, permitting, production, installation, maintenance, lighting and repair are Tenants sole cost and responsibility. All such approved signs shall be removed by Tenant upon vacating the Premises and any damage caused by such removal shall be immediately repaired. Landlord's consent shall not be unreasonably withheld or delayed, so long as Tenant's signs are in accordance with the Landlord's reasonable design criteria and any Town of Brookline rules or regulations over signage applicable to the Premises.

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SECTION VI - INSURANCE

6.01 Insurance by Landlord

Landlord shall maintain insurance for those perils and in amounts which would be considered prudent for similar income type property situated in the general area of the building or which is required by any mortgagee or creditor of Landlord. Cost of all insurance maintained by Landlord shall be considered as part of the operating costs for the building. This cost shall be paid as additional rent (as per clause 2.01) by the Tenant. Tenant shall remit this payment within fifteen (15) days of written notice from the Landlord or at Landlord's option the Tenant shall pay one twelfth of Landlord's annual estimate of such insurance costs together with Tenant's payment of monthly rent.

6.02 Insurance by Tenant

Tenant shall maintain at Tenant's expense:

6.02-1 Commercial general liability insurance on an occurrence basis with respect to Tenant's business and occupancy of the Premises for any one occurrence or claim of not less than that seen on the Cover Page hereof. Tenant shall name Landlord as an additional insured on his policy.

6.02-2 Insurance against such other perils and in such amounts as Landlord may from time to time reasonably require in writing Including Workmen's Compensation. Such request shall be made on the basis that the insurance coverage requested is customary at the time for prudent tenants.

6.02-3 All of tenant's leasehold improvements and all furniture, fixtures and equipment.

6.02-4 All of the foregoing shall list "Landlord and its successors and assigns, as their interests may appear" as additional insured on all said policies.

6.02-5 Tenant shall provide Certificates of Insurance showing compliance with all of the foregoing to Landlord.

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6.03 Indemnity

Tenant shall hold harmless and pay on behalf of Landlord all claims, demands and judgments against Landlord caused by or arising out of, directly or indirectly, the performance of this Agreement by Tenant; the Tenant's occupancy or use of the building or Premises; any business or operations of Tenant, or any matter or thing done, permitted or omitted to be done by Tenant, its agents, employees or invitees, whether occasioned by negligence or otherwise, except to the extent that same are caused by the willful or intentional negligence of the Landlord

Tenant's agreement to hold harmless and pay on behalf of Landlord shall extend to all claims and demands by reason of improper or faulty erection or construction of facilities, trade fixtures, or equipment installed on or in the Premises by Tenant.

6.04 Releases and Waiver of Subrogation

Notwithstanding anything stated herein to the contrary, Landlord and Tenant hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in full force and effect only to the extent permitted by law and only with respect to loss or damage occurring during such time as the releaser' policies contain a clause or endorsement to the effect that any such release shall not adversely affect said policies or prejudice the right of the releaser to recover there under. Landlord and Tenant each agree that it will request its insurance carriers to include in its policies whether or not such policies are required hereunder, such a clause or endorsement. If extra cost shall be charged, each party will advise the other of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so. In any of the Tenant's insurance policies with respect to the Premises, which do not contain a waiver of subrogation rights, Tenant shall have Landlord designated as one of the insured.

6.05 Mechanics Liens

Tenant shall not do or suffer anything to be done whereby the land and building may be encumbered by any materialmen's or mechanic's lien and shall, whenever and as often as any such lien is filed purporting to be for labor or material furnished to the Tenant, discharge the same of record or bond the same within thirty (30) days after the date of filing.

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SECTION VII - DAMAGE AND DESTRUCTION

7.01 In the event the building or the Premises shall be destroyed or rendered untenantable, either in whole or in part, by fire or other casualty, Landlord may, at its option, restore the building or Premises to as near their previous condition as is reasonably possible and in the meantime the rent shall be abated in the same proportion as the untenantable portion of the Premises bears to the whole thereof; but unless Landlord, within sixty days after the happening of any such casualty, shall notify Tenant of its election to so restore, this Lease shall thereupon terminate and Tenant shall vacate the Premises. Provided, however, that if less than thirty (30%) of the Building or the Premises shall be so destroyed or rendered untenantable, and if Landlord is reasonably able to so restore the Building or Premises within sixty (60) days, then the Landlord shall be obligated to restore the Building or Premises to as near their previous condition as is reasonably possible. Such restoration by Landlord shall not include replacement of furniture, equipment or other items that do not become part of the building. If the Landlord is required or elects to restore, any restoration of the Premises required beyond Landlord's obligation shall be performed by the Tenant at no cost to the Landlord.If the building or the Premises is damaged or destroyed during the last year of the Term and the damage is of such a nature that it cannot be restored within one hundred (100) days after the date of such casualty, then Tenant may terminate this Lease by notice given within forty five days after the date of the damage.

7.02 Delay Beyond Landlord's Control

No penalty shall accrue to Landlord for delay in commencing or completing repairs caused by adjustment of insurance claims, governmental requirements or any cause beyond Landlord's reasonable control.

SECTION VIII - CONDEMNATION

8.01 Condemnation; Award; Termination

If the building or Premises shall be taken or condemned for any public purpose, or for any reason whatsoever, to such an extent as to render either or both untenantable, either Landlord or Tenant shall have the option to terminate this Lease effective as of the date of taking or condemnation. If the taking or condemnation does not render the building and the Premises untenantable, this Lease shall continue in effect and Landlord shall promptly restore the portion not taken to the extent possible to the condition existing prior to the taking. If, as a result of such restoration, the area of the Premises is reduced, the rental shall be reduced proportionately. A voluntary sale or conveyance in lieu of, but under the threat of condemnation, shall be considered a taking or condemnation for public purposes.

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Any award for the taking of all or any part of the Premises or the Common Areas under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for good will or for the taking of the fee provided, however, that Tenant shall be entitled to any portion of any award, or to any separate award for loss of or damage to Tenant's personal property, for moving expenses, for compensation for Tenant's improvements, or as compensation for diminution in the value of the leasehold attributable to the Term, and any extension thereof during which the Condemnation takes place. In the event that this Lease is not terminated by reason of such Condemnation, and subject to the requirements of any lender that has made a loan to Landlord encumbering the Premises and common areas, Landlord shall to the extent of the award received by Landlord in connection with such Condemnation, repair any damage to the Premises and common areas caused by such Condemnation except to the extent that Tenant has been reimbursed therefore by the condemning authority.

SECTION IX - SURRENDER OF PREMISES

9.01 Surrender at Expiration

Upon expiration of this Lease, whether caused by lapse of time or otherwise, Tenant shall at once surrender possession of the Premises and deliver Premises to landlord in good repair and condition, reasonable wear and tear and damage or destruction by fire or other casualty excepted. Tenant shall deliver all keys to the Premises to Landlord. If possession is not immediately surrendered, Landlord may take possession of the Premises and expel or remove Tenant and any other person occupying all or portion of the Premises by force, if necessary, without having any civil or criminal liability.

9.02 Title to Improvements

All alterations, additions or improvements, whether temporary or permanent, shall be Landlord's property on termination and shall remain on the Premises without compensation to Tenant.

9.03 Removal of Furniture, Trade Fixtures, Abandonment

All furniture, moveable trade fixtures and equipment installed by Tenant may be removed by Tenant at termination of the Lease. All such removals shall be accomplished in a workmanlike manner so as not to damage the Premises, the structure or structural qualities of the building or the plumbing, electrical lines or other utilities. All furniture,

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movable trade fixtures and equipment installed by Tenant not promptly removed by Tenant shall be presumed to have been abandoned and Landlord may, at its option, take possession of such property and either declare it to be the property of Landlord by furnishing Tenant written notice or at Tenant's cost, remove such property in any manner Landlord chooses and store it without incurring liability to Tenant or other person.

SECTION X - DEFAULTS, EVENTS, REMEDIES

10.01 Events of Default

The occurrence of any one of the following events shall constitute a default of this Lease by Tenant, after applicable grace periods, if any:

10.01-1 Failure of Tenant to make any payment of rent or other required payment when due and such failure shall continue for ten (10) business days after notice to Tenant from Landlord,;

10.01-2 Vacating or abandonment of all or a substantial portion of the Premises;

10.01-3 Failure of Tenant to comply with any provision of this Lease, other than payment of rent, any such failure shall continue for fifteen days (15) after mailing written notice by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than fifteen days are reasonably required for its cure, Tenant shall not be in default if Tenant commences such cure to completion;

10.01-4 The making of an assignment or general arrangement for the benefit of creditors by Tenant or guarantors of Tenant's obligations without consent of Landlord as defined herein;

10.01-5 The filing by Tenant or a guarantor of Tenant's obligations of a petition under any section or chapter of the present Federal Bankruptcy Act or amendment thereto or under any similar law or statute of the United States;

10.01-6 The appointment of a receiver or trustee for all or substantially all the assets of the Tenant or any guarantor of Tenant's obligations and such receivership shall not have been terminated or stayed within the time permitted by law; and

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10.01-7 The attachment, execution or other judicial seizure of substantially all of Tenant's assets located in the Premises or of Tenant's interest in this Lease where such seizure is not discharged within thirty (30) days.

10.02 Remedies in Event of Default

Upon the occurrence of any Event of Default, Landlord shall have the option to do any one or more of the following without any notice or demand, in addition to and not in limitation of any other remedy permitted by law or this lease:

10.02-1 Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant shall fail to do so, Landlord may without notice and prejudice to any other remedy available, enter and take possession of the Premises and remove Tenant or anyone occupying the Premises and its effects without being liable to prosecution or any claim for damages. Tenant agrees to indemnify Landlord for all loss and damage suffered by Landlord because of such termination whether through inability to relet the Premises or otherwise, including any loss of rent for the remainder of the term of this Lease, and including the payment of attorney's fees and costs of collection.

10.02-2 At any time or from time to time after the repossession of the Premises whether or not the Term shall have been terminated, Landlord shall use reasonable efforts to relet all or any part of the Premises for the account of Tenant for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions (which may include concessions or free rent) and for such uses as Landlord, in its reasonable discretion and otherwise in keeping with industry practices, may determine, and Landlord shall collect and receive any rents payable by reason of such reletting. Landlord shall not be required to accept any tenant offered by Tenant or observe any instruction given by Tenant about such reletting, but shall not unreasonably reject same. For the purpose of such reletting, Landlord may make repairs, changes, alterations or additions in or to the Premises or any part thereof to the extent reasonably deemed by Landlord to be reasonably necessary, and the cost of such repairs, changes, alterations or additions shall be charged to and be payable by Tenant as Additional Rent hereunder, as well as any reasonable brokerage and legal fees expended by Landlord. Notwithstanding any of the foregoing, Landlord shall use commercially reasonable business efforts to mitigate damages.

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10.02-3 If Tenant fails to perform any of its obligations under this Lease, Landlord may, after prior notice to Tenant and Tenant's failure to so perform within such notice period, do whatever Tenant is obliged to do by the provisions of this Lease and may enter the Premises without being liable to prosecution or claim for damages in order to accomplish this purpose. Tenant agrees to reimburse Landlord immediately upon demand for any expenses which Landlord may incur in complying with the terms of this Lease on behalf of the Tenant, including the payment of attorney's fees. Tenant agrees that Landlord shall not be liable for any damages to Tenant from such action.

10.13 Landlord Events of Default

Failure by Landlord to observe any of its obligations under this Lease, or a breach of any warranty or representation by Landlord, will constitute a default (a "Landlord Default") only if such failure continues for a period of thirty (30) days (and such additional time as may be reasonably necessary for Landlord to remedy such failure) after Landlord receives a notice of such failure from Tenant, setting forth in reasonable detail the nature and extent of Landlord's failure and identifying the provisions of this Lease alleged to have been violated. Notwithstanding the foregoing, Landlord will remedy such default promptly after notice in the event of an emergency.

SECTION XI - MISCELLANEOUS PROVISIONS

11.01 Waiver

Failure of Landlord to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such term, covenant, condition or option herein contained, shall not be construed as a waiver or relinquishment for the future of such term, covenant, condition or option but the same shall continue and remain in full force and effect. The receipt by Landlord of rents with knowledge of a breach of any of the terms, covenants or conditions of this Lease to be kept or performed by Tenant shall not be deemed to have waived any provision of this lease unless expressed in writing and signed by Landlord.

11.02 Holding Over

If Tenant shall continue to occupy the Premises after expiration or sooner termination of this Lease, Tenant shall pay, as liquidated damages, for each month of continued occupancy an amount equal to one and one-half times the rent being paid for the month the Lease expires or is terminated. No receipt of money by Landlord from

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Tenant after expiration or termination of this Lease shall reinstate or extend this Lease or affect any prior notice by Landlord to Tenant.

11.03 Notices All notices under this Lease shall be in writing and delivered in person or sent by prepaid registered or certified mail to Landlord at the same place to which rent payments are made, and to the Tenant at the Premises, or such addresses as hereinafter may be designated by either party in writing. Notices mailed shall be deemed given on the date of mailing.

11.04 Building Name

Landlord reserves the right at any time and from time to time to change the name by which the building is designated.

11.05 Landlord's Access

Landlord shall have the right to enter the Premises as may be necessary for the servicing and repair of the Premises or to show the Premises to prospective purchasers after reasonable notice to Tenant and such right shall be exercised expeditiously and with a minimum of interference to Tenant's use. In case of emergency on the Premises, the Landlord may enter the Premises at any time to take such measures as may be required. During that last Twelve (12) months of the Lease term, Landlord may show the Premises to persons wishing to lease the same. Landlord may affix a "For Lease" or "For Sale" sign to a suitable part of the Premises at any time during said Lease.

11.06 Personal Exculpation

Tenant hereby agrees that any judgment decree or award obtained against the Landlord which is related to this Lease, the Premises or the Tenants use or occupancy of the Premises of the building, whether at law or in equity, shall be satisfied out of the Landlord's equity in the land and building, and further agrees to look only to such assets and to no other assets of the Landlord for satisfaction; and the Landlord individually nor any member of any future partnership shall be personally liable for any obligation, express or implied, hereunder. Landlord's liability for maintenance and repair shall always be limited to the cost of making such repair or accomplishing such maintenance or repair. In no event shall Landlord be liable for consequential or any indirect damages.

11.07 Brokerage Commissions

Each of the parties hereto represents and warrants to the other that it has not dealt with any brokers. . Tenant and Landlord covenant and agree to hold harmless and

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indemnify each other from and against any and all costs, expenses (including reasonable attorneys' fees before trial, at trial, on appeal and in bankruptcy) or liability for any compensation, commissions, or charges claimed by any other broker or agent with respect to this Lease or the negotiation thereof in breach of the foregoing representations.

11.08 Entire Agreement; Captions; Governing Law

Tenant acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as may be expressly set forth in this Lease and it is agreed by Landlord and Tenant that no amendment or modification of this Lease shall be valid or binding unless in writing executed by Landlord and Tenant. The paragraph headings contained in this lease are for convenience only and shall in no way enlarge or limit the scope or meaning of the provisions of this Lease. If any portion of this Lease is ruled unenforceable by any arbitrator or Court of law, such ruling shall not effect the enforceability of the remaining portion of this Lease This Lease shall be governed by the laws of the Commonwealth of Massachusetts, and any dispute if litigated shall only be brought in the courts within the Commonwealth of Massachusetts.

11.09 Guarantors: RAYMOND LEE and TIMOTHY LIU shall personally guaranty all payments and obligations of Tenant under the Lease and shall execute a guaranty prepared by Landlord in the form attached as Exhibit B.

11.10 Compliance with Laws

The Lessee acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, , noisy or contrary to any law, rule, regulation, order or any municipal by-law or ordinance in force in the city or town in which the Premises are situated.

11.11Authority/Proof of Legal Status

Tenant warrants that the person executing this Lease has the authority to sign on behalf and obligate SEOUL SOCIETY INC. **as to each and every term under this Lease. Prior to signing the Lease, if so requested by Landlord, Tenant shall provide Landlord with written proof identifying the type of legal entity and those persons having authority to act on its behalf**

The Cover Page attached to this Lease shall be incorporated as a part of said Lease.

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EXHIBIT B

GUARANTY

FOR VALUE RECEIVED, and in consideration for, and as an inducement to Landlord to make the foregoing Lease with SEOUL SOCIETY INC. as Tenant, the undersigned, RAYMOND LEE and TIMOTHY LIU Jointly and Severally guaranty the full performance and observance of all the covenants, conditions and agreements therein provided to be performed and observed by Tenant, Tenant's successors and assigns, and expressly agree that the validity of this agreement and the obligations of the guarantors hereunder shall in no way be terminated, affected or impaired by reason of the granting by Landlord of any indulgences to Tenant by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the within Lease or by the relief of Tenant from any of Tenant's obligations under said Lease by operation of law or otherwise (including, but without limitation, the rejection of the said Lease in connection with proceedings under the bankruptcy laws now or hereafter enacted). The undersigned hereby waive all suretyship defenses.

The undersigned further covenants and agree that this guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of this Lease, whether or not the Undersigned shall have received any notice of or consented to such renewal, modification or extension. The undersigned guarantors further agree that their liability under this guaranty shall be primary, and that in any right of action which shall accrue to Landlord under said Lease, Landlord may, at Landlord's option, proceed against the undersigned and Lessee jointly or severally, and may proceed against the undersigned without having commenced any action against or having obtained any judgment against Tenant.

It is agreed that the failure of Landlord to insist in any one or more instances upon a strict performance or observance of any of the terms, provisions or covenants of the foregoing Lease or to exercise any right therein contained shall not be constructed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right; but the same shall continue and remain in full force and effect. Receipt by Landlord of rent with knowledge of the breach of any provision of the foregoing Lease shall not be deemed a waiver of such breach.

No subletting, assignment or other transfer of the within Lease, or any interest therein, shall operate to extinguish or diminish the liability of the undersigned guarantors

SCM

under this guaranty unless Landlord agrees in writing to release the Guarantors, and whenever reference is made to the liability of Lessee named in the within Lease, such reference shall be deemed likewise to refer to the undersigned guarantors.

It is further agreed that all of the terms and provisions hereof shall inure to the benefit of the successors and assigns of Landlord and shall be binding upon the respective heirs, executors, administrators and assigns of the undersigned.

This instrument may be executed in any number of counterpart copies, each of which counterpart copy shall be deemed an original for all purposes.

_____ 09/....20
RAYMOND LEE
Guarantor

_____ 09/...../20
TIMOTHY LIU
Guarantor

_____ 09/..../20

Witness to both signatures:.....

SIN

a. maintain, clean, repair or replace all elements and components exclusively serving the Premises, such as but not limited to; its, ,exterior lighting, exterior side walk serving area, awnings, doors, windows, ceilings, floors, walls, interior painting and the painting, plumbing fixtures, pipe drains electrical, fans, vent hoods, grease traps. Tenant must maintain a industry standard service contact and or service required by code on its hoods and grease traps and said contract approved by Landlord and keep the immediately adjacent sidewalks of the Premises clear of accumulation of snow and ice, to reasonable commercial standards;

b. maintain, repair and replace, as necessary the HVAC system serving the Premises and maintain, at Tenant's sole cost, an annual service contract (reasonably approved by Landlord) on the HVAC systems during the Lease term. Notwithstanding the foregoing, Tenant shall not be obligated to pay more than $950.00 per Lease Year for repair and replacement per HVAC system (as distinguished from standard service and maintenance and excluding ductwork), and over the cost of Tenant's annual service contract. If the cost of any such repair or replacement exceeds $950.00 in any Lease Year, then Landlord shall pay such excess, and Tenant will reimburse Landlord for such excess in the next Lease Year(s) until Landlord is reimbursed, provided that Tenant's cost will not exceed $950.00 in any Lease Year. Notwithstanding anything herein; Tenant is required to notify Landlord of any quoted repairs on HVAC system over $500 before said work is contracted by Tenant. Landlord will retain the option of making said repairs in a timely manner (reasonably the same timeframe as Tenant) and invoicing Tenant for the same; as long as Landlord's charge to Tenant for said repairs is equal or less than Tenant's quote. This section is subject to Landlord's warranty obligations as described on the Lease Cover Page;

c. arrange daily trash pickup or place a trash container for the exclusive use of the Tenant within Tenants assigned parking area provided as shown on the attached Parking Plan and empty the container frequently enough to prevent accumulation of trash and debris and subject to Landlord's reasonable approval;

d. maintain a pest control program reasonably approved by Landlord if required to keep the Premises free of all pests and insects;

f. Maintain any fans in good working order, cleaned regularly so as to reasonably prevent the escaping of odors into adjacent Premises or the vicinity of the building;

SCA

g. Keep all grease, garbage or food products or waste in sealed containers inside the Premises
e..Comply with all applicable laws and regulations affecting Tenant's business including without limitation regulations of the municipal Board of Health.

5.01-2 Tenant shall maintain, at Tenant's sole cost and expense, the Premises and any alterations and additions to the Premises in good condition. This includes but is not limited to all plumbing, fixtures, appliances, electrical, heating, ventilating, and air conditioning equipment and other equipment inside the Premises or exclusively serving the Premises, and all windows and doors and glass replacement and the front and rear access to the Premises, if the same exclusively serve the Premises. Tenant shall repair or replace any damage or injury to the Premises or the building caused by Tenant, its agents, employees or invitees or contractors. All maintenance and repairs made by Tenant shall be performed only by licensed contractors first approved by Landlord, which said approval shall not be unreasonably withheld or delayed. Tenant shall require its contractor to comply with Landlord's reasonable regulations regarding all work to be performed. Landlord reserves the right to perform any of the aforesaid maintenance and repairs not timely performed by Tenant, and to charge back to Tenant the reasonable cost of same, which shall then be paid forthwith by Tenant.

5.02 Alterations by Tenant

Tenant shall make no material or structural changes, additions, alterations or improvements to the Premises without the prior written consent of Landlord and subject to all rules, requirements and conditions imposed by Landlord at the time such consent is given. Landlord shall have the right to withhold its consent.

5.03 Maintenance by Landlord

Landlord shall repair, replace and maintain the Building of which the Premises are a part, including the Building's common elements such as; the structure, roof (including maintaining the roof watertight), foundation, exterior of the building (including painting, masonry pointing and waterproofing, the foundation, in at least as good a condition as at the commencement of the Lease term. Landlord will maintain sprinklers and common fire prevention equipment (if installed), common pavement patching, repairs and replacement , common exterior drainage, common water lines and sewer lines common electric service lines and lighting. Landlord shall perform such repairs, replacement and maintenance with reasonable dispatch, in a good and workmanlike manner, but Landlord shall not be liable for any damages, direct, indirect or consequential, or for damages for personal discomfort, illness or inconvenience of Tenant by reason of failure of such equipment, facilities, or systems or reasonable delays in the

SCK

SIGNED as a sealed instrument this _____day of _____, 2020.

LANDLORD:
1022 COMMONWEALTH LLC

By:_____

SCOTT C. RAVELSON,
Its managing member

TENANT:
SEOUL SOCIETY INC.

By_____

RAYMOND LEE
Its President

SCR

Print Form

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information **Please Print Legibly**

Business/Organization Name: SEOUL SOCIETY INC

Address: 1024A Commonwealth Ave, BOSTON MA 02215

City/State/Zip: BOSTON, MA 02215 Phone #: (617) 208-8350

Are you an employer? Check the appropriate box:

1. ☐ I am a 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: AXIA INSURANCE SERVICES

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # 08 WEC- AHPU 29 - 002 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 Section 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: _____ Date: 4/22/2021

Phone #: (718) 266-7214

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

City or Town: _____ **Permit/License #** _____

Issuing Authority (circle one):
1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ **Phone #:** _____

Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an ***employee*** is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An ***employer*** is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that "**every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required.**" Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Office of Investigations would like to thank you in advance for your cooperation and should you have any questions, please do not hesitate to give us a call.

The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
1 Congress Street, Suite 100
Boston, MA 02114-2017

Tel. # 617-727-4900 ext 406 or 1-877-MASSAFE
Fax # 617-727-7749
www.mass.gov/dia

LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Liquor

NAME: Timothy Liu

ADDRESS: [redacted]

EMAIL ADDRESS: liu.timothyk@gmail.com

PHONE #: [redacted]

PLACE OF BIRTH: Boston, MA

FATHER'S NAME: Clifford MOTHER'S MAIDEN NAME: Nu

ARE YOU A CITIZEN? YES ☑ NO ☐ ALIEN CARD #

ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: 3/2020 - current LOCATION: [redacted]

DATE: 9/2018 - 3/2020 LOCATION:

DATE: 9/2016 - 9/2018 LOCATION:

DATE: LOCATION:

DATE: LOCATION:

We the People

of the United States,

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

USA

UNITED STATES OF AMERICA

Code / Code / Código | Passport No. / No. de Passeport / No. de Pasaporte

P USA [redacted]

Surname / Nom / Apellidos

LIU

Given Names / Prénoms / Nombres

TIMOTHY KOK-FEE

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

[redacted]

Place of birth / Lieu de naissance / Lugar de nacimiento

MASSACHUSETTS, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

02 Mar 2016

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

01 Mar 2026

Endorsements / Mentions / Anotaciones

SEE PAGE 27

Sex / Sexe / Sexo

M

Authority / Autorité / Autoridad

United States
Department of State

USA

[redacted]

Checklist for Common Victualler with Alcohol

☑ Common Victualler Application ☐ New Restaurant ☑ Existing

Only req'd for new rest

- ☐ Description of Operations
- ☐ Copy of menu
- ☐ Vote of Corporation
- ☐ Litter Letter
- ☐ Delivery description
- ☐ Renovation Form
- ☐ License Interview Form
- ☐ State Tax Verification Form
- ☐ CORI Acknowledgement Form
- ☐ Three letters of reference
- ☐ A set of: a description, illustration, and/or detailed plans
- ☐ General and Liquor Liability Insurance Certificate (required prior to opening)
- ☐ Certificate of Occupancy, Use, or Inspection (required prior to opening)
- ☐ Workers' Compensation Form (required prior to opening)

☑ Legal Right to Occupy, a lease or deed

☐ Business Certificate (Town Clerk's Office)

☑ IN-PERSON class for the safe service of alcohol certification (Manager of Record)

☑ Crowd Manager Certification from the Massachusetts Department of Fire Services (Manager of Record – If there is a bar)

☑ Alternate Manager Application (if applicable)

☒ Entertainment Application (if applicable)

☒ Outdoor Seating Application (if applicable)

☐ Report from Brookline Police

☐ Report from Building

☐ Report from Fire

☐ Report from Health

☐ DPW (Outside seating only)

Revised May 18, 2021

OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

APPLICATION FOR
COMMON VICTUALLER LICENSE

DATE: 4/22/2021

LOCATION: 1024A Commonwealth Ave, Boston MA 02215

APPLICANT: Stone Society Inc

INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: Fiya Chicken

BUSINESS OWNERSHIP- INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:

NAME	TITLE	EMAIL ADDRESS
Raymond Lee	Owner	FIYACHICKEN@GMAIL.com

TELEPHONE #	ADDRESS
(718)666-7214	[redacted]

NAME	TITLE	EMAIL ADDRESS
TIMOTHY K. LIU	owner	FIYACHICKEN@GMAIL.com

TELEPHONE #	ADDRESS
(781)413-7115	[redacted]

TELEPHONE # ADDRESS

Joe Deng Owner FIYACHICKEN@GMAIL.COM

NAME TITLE EMAIL ADDRESS

646-919-8601 [redacted]

TELEPHONE # ADDRESS

HAVE YOU PREVIOUSLY HELD A COMMON VICTUALLER LICENSE IN BROOKLINE/ELSEWHERE? YES

IF YES, LOCATION: AND DATES: LOCATION: 1892 Commonwealth ave, Boston MA 02215

DATE: 2014 - 2016

IF NOT, DO YOU HAVE PRIOR EXPERIENCE IN THE FOOD SERVICE BUSINESS: _____

IF YES, LOCATION: AND DATES _____

HOURS OF OPERATION FOR FOOD SERVICE:

DAYS: Everyday HOURS: 11AM - 2AM

DAYS: _____ HOURS: _____

DAYS: _____ HOURS: _____

HOURS OF OPERATION FOR ALCOHOLIC BEVERAGES SERVICE: (If applicable)

DAYS: Everyday HOURS: 11AM - 2AM

DAYS: _____ HOURS: _____

DAYS: _____ HOURS: _____

PLEASE NOTE:

THE TOWN'S PREPARED FOOD SALES REGULATIONS SET THE PERMISSIBLE HOURS OF FOOD SALES.

MENU: (GENERAL TYPE OF FOOD SERVED)

Korean Fried Chicken.

FLOOR SPACE SQ. FT. 1980

BYOB: Will you permit patrons to bring their own alcoholic beverages onto the premises? NO
(If yes, please be aware of applicable Town regulations governing BYOB.)

SEATING CAPACITY: INSIDE: 22 OUTSIDE: 8

Outside seating only applicable for 6 months from April 15th – October 15th.

(Please attach plan showing location and layout of outdoor seating.)

If outdoor seating is proposed to be located on any portion of the public sidewalk that is Town property, this application must be accompanied by proof that the applicant has secured, and that there is in effect during the period of time for which there will be outdoor seating, a general liability policy naming the Town as an additional insured in a minimum amount of $250,000.00/$500,000.00.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with use by the applicant of the Town's portion of a public sidewalk. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's sidewalk resulting from the applicant's use of it, and agrees to indemnify the Town for any expenses the Town incurs in restoring the Town's sidewalk to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).

Applicant agrees to outside seating terms and conditions:

NUMBER OF BATHROOMS : EMPLOYEE: 0 PUBLIC: 2

NUMBER OF PARKING SPACES (IF ANY): 0

NUMBER OF EMPLOYEES: 4-5 per shift

All Common Victualler Licenses are issued subject to and conditioned on the licensee's compliance with Massachusetts General Laws Chapter 140, Section 2 et seq., Article 8.10 of the TownBy-Laws, and the Town's Prepared Food Sales Regulations.

Application Agrees to terms and conditions

APPLICANT SIGNATURE TITLE: owner PHONE# (718) 666-7214
EMAIL ADDRESS Raymond.Lee@limeredteahouse.com

LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Alcohol license

NAME: Raymond Lee

ADDRESS: [redacted]

EMAIL ADDRESS: RLEE111@GMAIL.com

PHONE #: (718)666-7214

PLACE OF BIRTH: USA, NYC

FATHER'S NAME: CHEUK CHUN LEE MOTHER'S MAIDEN NAME: HUANG

ARE YOU A CITIZEN? YES [X] NO [ ] ALIEN CARD #

ARE YOU A VETERAN: YES [ ] NO [X]

RESIDENCES FOR LAST FIVE YEARS

DATE: 2015 – Present LOCATION: BOSTON

DATE: LOCATION:

DATE: LOCATION:

DATE: LOCATION:

DATE: LOCATION:

EDUCATION

DATE: 2009 **LOCATION:** Columbia university MBA

DATE: 2008 **LOCATION:** Binghamton university

DATE: **LOCATION:**

DATE: **LOCATION:**

EMPLOYMENT HISTORY

DATE: 2012 -Present **LOCATION:** Bytow **POSITION** owner

DATE: **LOCATION:** **POSITION**

DATE: **LOCATION:** **POSITION**

DATE: **LOCATION:** **POSITION**

DATE: **LOCATION:** **POSITION**

SIGNATURE: **DATE:** 4/22/2024

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

STATE TAX VERIFICATION FORM

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

Raymond Lee

***Signature of Individual** **By: Corporate Officer**

[redacted]
SS.

[redacted]
EIN

**** Social Security #**

Voluntary or Federal ID #

***This license will not be issued unless this certification clause is signed by the applicant.**

****Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.**

VOTE OF CORPORATION

DATE: 3/8/2021

AT A MEETING OF THE BOARD OF DIRECTORS OF SEOUL SOCIETY INC

HELD AT: 1024 Commonwealth ave **ON:** Thursday

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A Raymond Lee

ALTERNATE MANAGER For ~~Timothy K. Liu~~

(TYPE OF LICENSE)

FOR THE YEAR 2021 **TO BE EXERCISED ON THE PREMISES LOCATED AT**

1024A Commonwealth ave Boston MA 02215

VOTED: TO AUTHORIZE Raymond Lee **TO SIGN**

THE APPLICATION FOR THE LICENSES IN THE NAME OF SEOUL SOCIETY INC

D/B/A. FIYA CHICKEN **AND TO EXECUITE ON ITS BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE GRANTING OF THE LICENSE.**

THIS CORPORATION HAS _____ **BEEN RESOLVED.**

A TRUE COPY

ATTEST: _____

CLERK

OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

Certificate of Occupancy or Certificate of Use Agreement

All new establishments, pursuant to780 CMR The Massachusetts State Building Code Section R110.0 or 111.0 as amended, are required to obtain a Certificate of Occupancy or Certificate of Use from the Building Department.

After the Select Board approval, prior to the start of business, a Certificate of Occupancy or Certificate of Use must be provided to the Select Board's Office to be filed with the application.

With the submittal of the Certificate of Occupancy or Certificate of Use you will then, and only then, be issued the license(s) associated with your establishment. These licenses are required to be in your possession prior to your establishment being open to the public.

Operating an establishment without proper licensing and/or Certificate may result in fines and possibly closure of the establishment until you have been cleared, by departmental approval, to open.

Any questions or concerns in regards to obtaining a Certificate of Occupancy or Certificate of Use can be answered at the Brookline Building Department 617-730-2100.

Application Agrees to terms and conditions:

APPLICANT SIGNATURE _____ TITLE: owner

PHONE#: (718)666-7214 EMAIL ADDRESS: Raymond.Lee@limeredtexhouse.com

EDUCATION

DATE: 2010 **LOCATION:** UMASS Amherst

DATE: 2005 **LOCATION:** Randolph High

DATE: **LOCATION:**

DATE: **LOCATION:**

EMPLOYMENT HISTORY

DATE: 2017 - current **LOCATION:** Caffe Nero **POSITION** Manager

DATE: 2014 - 2017 **LOCATION:** Starbucks Braintree **POSITION** Shift Manager

DATE: **LOCATION:** **POSITION**

DATE: **LOCATION:** **POSITION**

DATE: **LOCATION:** **POSITION**

SIGNATURE: **DATE:** 4/7/2021

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

BACK

PARTICIPANT CARD

TIPS eTIPS On Premise 3.1

CERTIFIED

Issued: 04/25/2021 Expires: 04/25/2024

ID#: 5459346

Timothy K Liu
Seoul Society FIYA Chicken
1024 Commonwealth Ave
Boston, MA 02215-1103 USA

Certificate of Completion

This Certificate of Completion of

eTIPS On Premise 3.1

For coursework completed on April 25, 2021
provided by Health Communications, Inc.
is hereby granted to:

Timothy Liu

Certification to be sent to:

Seoul Society, FIYA Chicken
1024 Commonwealth Ave
Boston MA, 02215-1103 USA

HEALTH COMMUNICATIONS INC.

This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.

APPENDIX A - CORI Acknowledgment Form

I am an: (please check one)

- ☐ **Applicant** - Position: _____ Department/License: _____
- ☐ **Volunteer** - Position: _____ Department: _____
- ☐ **Employee** - Position: _____ Department: _____
- ☐ **Contractor** - Company Name _____

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

Timothy Liu — 4/7/2021

Applicant/Employee/Volunteer/Contractor Signature — **Today's Date**

Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: Liu First Name: Timothy MI: K

Current Address: [redacted]

Former Address(es): _____

Maiden Name or Alias *(If Applicable)*: _____ Place of Birth: Boston, MA

Date of Birth: [redacted] **Last 6 digits** of Social Security Number: [redacted]

Sex: M Height: 5 ft. 10 in. Race: Asian Eye Color: Brown

State Driver's License Number *(Include State)* [redacted] ID Theft Index PIN*: _____

List any other name(s) or dates of birth that appear in DCJIS's database: _____

Mother's Full Maiden Name: NG Father's Name: Clifford

*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

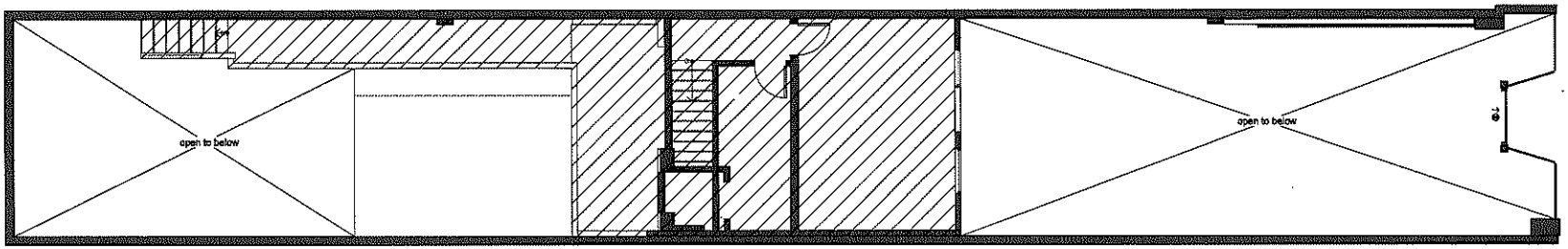
******For Official Use Only******

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type)

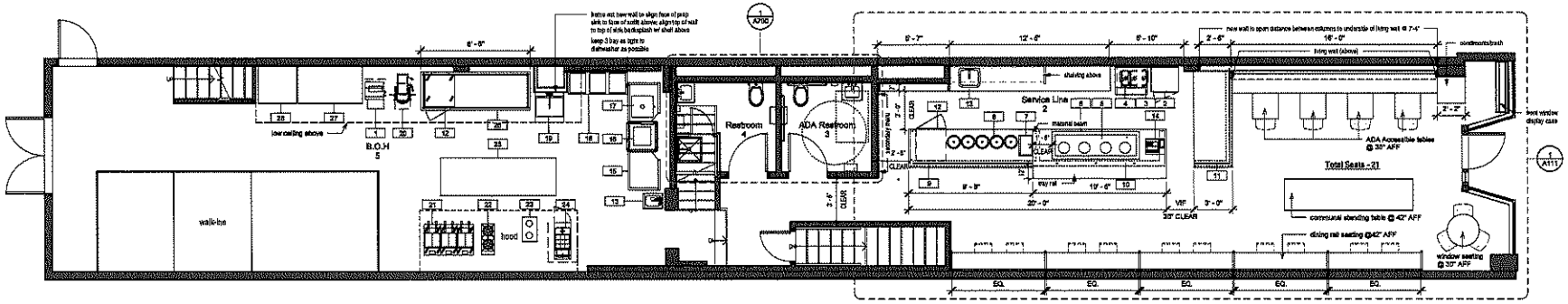
_____

Signature of CORI-Authorized Employee: _____ Date: _____

Name and Position of CORI-Authorized Employee: _____



③ Second Level Floor Plan
1/4" = 1'-0"

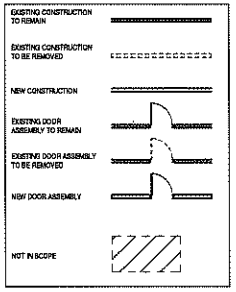


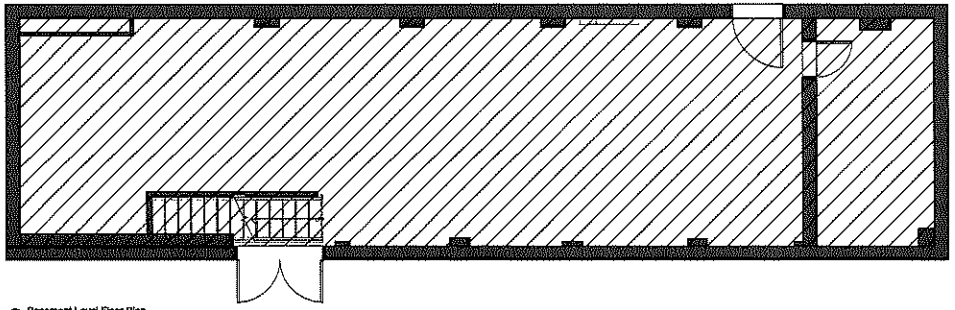
② Ground Level Floor Plan
1/4" = 1'-0"

EQUIPMENT KEY

~~1~~	~~DOUGH ROLLER~~ removed from scope
2	GLASS DOOR DISPLAY FRIDGE
3	ICE MACHINE
4	DRINK DISPENSER
5	HEAT LAMPS
6	HOT WELL
7	HOTEL PAN
8	SOUP WELL
9	CUSTOM SNEEZE GUARD
10	CUSTOM SNEEZE GUARD
11	CUSTOM SNEEZE GUARD
12	UNDERCOUNTER FRIDGE
13	HAND SINK
14	P.O.S
15	DISH TABLE RIGHT
16	DISH WASHER
17	DISH TABLE LEFT
18	3 BAY SINK
19	PREP SINK
20	DOUGH MIXER
21	DOUBLE BAY FRYER
22	DOUBLE RANGE BURNER
23	HOT WATER BOILER
24	PASTA PRO
25	PREP TABLE (36"X108")
26	PREP TABLE (36"X101.5")
27	PREP TABLE (30"X60")
28	PREP TABLE (58"X36")

CONSTRUCTION LEGEND





① Basement Level Floor Plan
1/4" = 1'-0"

For Permit

contractor
Bowline Construction LLC

84 Weymouth Street, Rockland, MA 02370

stamp

revision	revision description	date
1	PERMIT SET	6/26/18

project title
LOVE ART UDON

1024 Commonwealth Ave, Boston, MA 02215

client
Jessica Chiep & Ron Liu

JOE THE ARCHITECT

somerville 343 Medford Street, Suite 4C
Somerville, MA 02145
t: +1(617) 764-2623
e: info@joethearchitect.com

website www.joethearchitect.com

drawing title
Floor Plans

project number	drawing scale	approver
119	As Indicated	Approver

drawing number
A110

revision
1

17A.

EQUIPMENT KEY	
~~1~~	~~DOUGH ROLLER~~ — removed from scope
2	GLASS DOOR DISPLAY FRIDGE
3	ICE MACHINE
4	DRINK DISPENSER
5	HEAT LAMPS
6	HOT WELL
7	HOTEL PAN
8	SOUP WELL
9	CUSTOM SNEEZE GUARD
10	CUSTOM SNEEZE GUARD
11	CUSTOM SNEEZE GUARD
12	UNDERCOUNTER FRIDGE
13	HAND SINK
14	P.O.S.
15	DISH TABLE RIGHT
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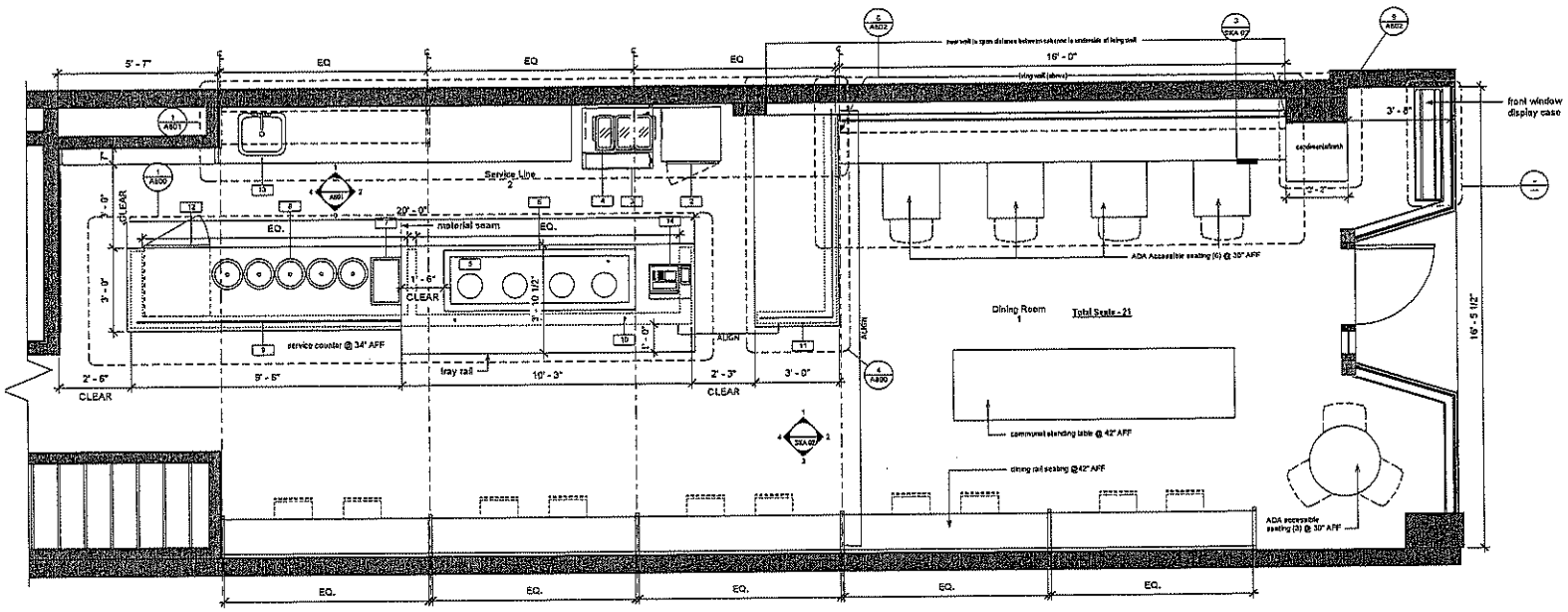
25	PREP TABLE (36"X108")
26	PREP TABLE (36"X101.5")
27	PREP TABLE (35"X60")
28	PREP TABLE (35"X36")



1 Enlarged Dining Room Floor Plan
1/2" = 1'-0"

For Permit

contractor
Bowline Construction LLC

84 Weymouth Street, Rockland, MA 02370

stamp

revision	revision description	date
1	PERMIT SET	2018/18

project title
LOVE ART UDON

1024 Commonwealth Ave, Boston, MA 02215

client
Jessica Chiep & Ron Liu

JOE THE ARCHITECT

contact info 343 Medford Street, Suite 4C
Somerville, MA 02145
t. +1(617) 764-2593
e. info@joethearchitect.com

website www.joethearchitect.com

drawing title
Enlarged Dining Room Floor Plan

project number	drawing scale	approver
119	As indicated	Approver

drawing number A111 — revision 1

Commonwealth of Massachusetts

Executive Office of Public Safety and Security
Department of Fire Services
Office of the State Fire Marshal

Certificate of Completion

This certifies that

Timothy Liu

Successfully completed the Crowd Manager Training Program

In accordance with 527 CMR 1.00:20.1.5.6 - Designation of a Crowd Manager

Date issued: May 20, 2021

Expires: May 20, 2024
Certificate #: mFprG7YNf3A2Tbi

Peter Ostroskey
State Fire Marshal

May 19th, 2021

To Whom It May Concern,

I am writing this letter to express confirmation that Tim Liu of Randolph, MA has been my work associate since 2014. Tim has successfully managed my teams while he was working with me as a Supervisor for my store. Today he is my co-business partner out in our expansions in Eastern MA. Please let me know if there is anything else you would like to know about our relationship, I am happy to answer.

Thank you,
Joe Deng

joe.deng@limeredteahouse.com
646-919-0601

LIMERED teahouse

May 19, 2021

Hello,

I am enthusiastically writing this letter of recommendation for Timothy, a resident in Greater Boston and the co-owner and partner of Fiya Chicken, otherwise known as Seoul Society Chicken Inc.

I have personally known Tim for nearly two years and have worked alongside him for as we established the business, Fiya Chicken in Allston, Massachusetts.

Tim is an outstanding restaurant manager – he was formerly the training manager general for Caffè Nero, one of the largest global brands in coffee restaurants. Tim is not only an excellent employee trainer, but upholds the highest standards in the restaurant business.

If you have any further questions about Tim and our business relationship, feel free to contact me and I would be happy to answer!

Best,

Joseph S. Lee

Global Account Marketing Manager
Arrow Electronics, Aspencore SAAS & Media Division
Joseph.Lee@AspenCore.com
541-740-3889

Former Marketing Director for LimeRed Boston Inc.

- LimeRed Teahouse Amherst, Boston and Northampton (www.limeredteahouse.com)
- Fiya Chicken (www.fiyachicken.com)
- HoneyCrisp Chicken (www.honeycrispchicken.com)

To whom it may concern:

I am writing this reference on behalf of Timothy Liu, who is applying for a liquor license as the owner of Fiya Chicken at 1024 Commonwealth Avenue. I have known Tim for three years, for the majority of which we worked as colleagues.

Tim is responsible, hardworking, and kind. As a store manager at Caffe Nero, he was known throughout the company as someone who was dedicated to both his staff and the company. I can think of numerous instances where he worked longer hours than his peers to ensure his goals were met and his team was cared for. Tim's achievements deservedly earned him a coveted spot in the Director's Circle, where he was able to advise the corporate team on the application and practice of company policy and procedure.

Most recently Tim has brought this hardworking nature to Fiya, which has quickly become a beloved asset to the neighborhood. I have been impressed with his fortitude, patience, and success as he and his business partner opened a new restaurant in the midst of a pandemic and I look forward to seeing their accomplishments as the city fully reopens and moves back to normalcy.

Please reach out with any further questions.

Thank you for your consideration,

Marie Billiel
718-233-7546
marie.billiel@gmail.com

Checklist for Alternate Manager

☑ Alternate Manager Application

☑ License Interview Form

☑ CORI release form

☑ Three letters of reference

☑ Vote of Corporation
- or letter from manager of record

☑ IN-PERSON class for the safe service of alcohol certification
- **On-line class will be accepted during the Covid-19 pandemic only**

☑ Crowd Manager Certification from the Massachusetts Department of Fire Services (Only if there is a bar)

☑ Valid Identification (State issued License, Passport, etc.)

☐ Report from Brookline Police Chief

Revised April 10, 2019

TOWN OF BROOKINE

ALTERNATE MANAGER'S APPLICATION

ALL PROPOSED MANAGERS ARE REQUIRES TO COMPLETE A PERSONAL INFORMATION FORM (ATTACHED) AND SUBMIT A COPY PF THE CORPORATION VOTE AUTHORIZING THIS ACTION AND ALTERNATE MAANGER.

1. LICENSEE INFORMATION:

Legal Name of Licensee: Raymond Lee Business Name (dba): FIYA CHICKEN

Address: 1024A Commonwealth Ave Boston MA 02215

City/Town: Boston State: MA Zip: 02215

ABCC License Number: (if existing licensee) Phone Number of Premises: (617) 208-8350

2. MANAGER INFORMATION:

A. Name: Raymond Lee B. Cell Phone Number: (718) 666-7214

C. List the number of hours per week you will spend on the licensed premises: 40 - 50 hours

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes [X] No [ ] B. Date of Naturalization:

C. Court of Naturalization:

(Submit proof of citizenship and/or Naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes [X] No [ ]

If yes, please describe: Used to own a license for full liquor in Brookline.

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that Have been suspended, revoked or cancelled? Yes [ ] No [X]

If yes, please describe:

C. have you ever been the Manager of record of a license that was issued by this Commission? Yes [ ] No [X]

If yes, please describe:

D. Please list your employment for the past ten years (Date, Position, Employer, Address, and Telephone:

Limeked Teahouse - 2010- present - owner - (617)-396-4541

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

Signature Date 4/26/2021

LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Alcohol license

NAME: Raymond Lee

ADDRESS: [redacted]

EMAIL ADDRESS: RLEE111@GMAIL.com

PHONE #: (718)666-7214

PLACE OF BIRTH: USA, NYC

FATHER'S NAME: CHEUK CHUN LEE MOTHER'S MAIDEN NAME: HUANG

ARE YOU A CITIZEN? YES [X] NO [ ] ALIEN CARD #

ARE YOU A VETERAN: YES [ ] NO [X]

RESIDENCES FOR LAST FIVE YEARS

DATE: 2015 – Present LOCATION: BOSTON

DATE: LOCATION:

DATE: LOCATION:

DATE: LOCATION:

DATE: LOCATION:

EDUCATION

DATE: 2009 **LOCATION:** Columbia University MBA

DATE: 2008 **LOCATION:** Binghamton University

DATE: **LOCATION:**

DATE: **LOCATION:**

EMPLOYMENT HISTORY

DATE: 2012 - Present **LOCATION:** Bytow **POSITION** owner

DATE: **LOCATION:** **POSITION**

DATE: **LOCATION:** **POSITION**

DATE: **LOCATION:** **POSITION**

DATE: **LOCATION:** **POSITION**

SIGNATURE: **DATE:** 4/22/2024

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

STATE TAX VERIFICATION FORM

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

Raymond Lee

*Signature of Individual

By: Corporate Officer

[redacted]

SS.

EIN

** Social Security #

Voluntary or Federal ID #

*This license will not be issued unless this certification clause is signed by the applicant.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.

VOTE OF CORPORATION

DATE: 3/8/2021

AT A MEETING OF THE BOARD OF DIRECTORS OF SEOUL SOCIETY INC

HELD AT: 1024 Commonwealth ave **ON:** Thursday

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

ALTERNATE MANAGER For ~~Timothy K. Lim~~ Raymond Lee

(TYPE OF LICENSE)

FOR THE YEAR 2021 **TO BE EXERCISED ON THE PREMISES LOCATED AT**

1024 Commonwealth ave Boston MA 02215

VOTED: TO AUTHORIZE Raymond Lee **TO SIGN**

THE APPLICATION FOR THE LICENSES IN THE NAME OF SEOUL SOCIETY INC

D/B/A. FIYA CHICKEN **AND TO EXECUITE ON ITS BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE GRANTING OF THE LICENSE.**

THIS CORPORATION HAS _____ **BEEN RESOLVED.**

A TRUE COPY

ATTEST: _____

CLERK

APPENDIX A - CORI Acknowledgment Form

I am an: (please check one)

- [X] **Applicant** - Position: ALTERNATIVE MANAGER Department/License: _____
- [ ] **Volunteer** - Position: _____ Department: _____
- [ ] **Employee** - Position: _____ Department: _____
- [ ] **Contractor** - Company Name _____

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

_____ 4/26/2021

Applicant/Employee/Volunteer/Contractor Signature **Today's Date**

Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: LEE First Name: RAYMOND MI: _____

Current Address: [redacted]

Former Address([redacted]

Maiden Name or Alias (*If Applicable*): N/A Place of Birth: NYC

Date of Birth: [redacted] **Last 6 digits** of Social Security Number: [redacted]

Sex: M Height: 5 ft. 10 in. Race: Asian Eye Color: Brown

State Driver's License Number (*Include State*) [redacted] ID Theft Index PIN*: _____

List any other name(s) or dates of birth that appear in DCJIS's database: _____

Mother's Full Maiden Name: HUANG Father's Name: CHENG

*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

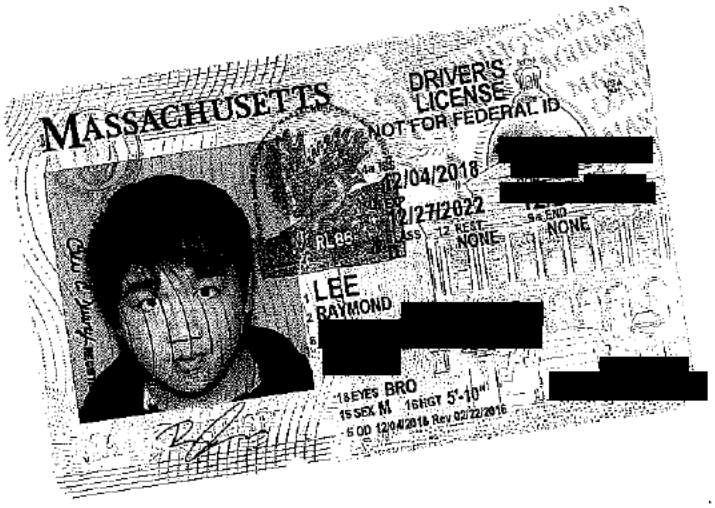
******For Official Use Only******

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type)

_____

Signature of CORI-Authorized Employee: _____ Date: _____

Name and Position of CORI-Authorized Employee: _____


MASSACHUSETTS
DRIVER'S LICENSE
NOT FOR FEDERAL ID
12/04/2018
12/27/2022
NONE
NONE
LEE
RAYMOND
18 EYES BRO
15 SEX M
16 HGT 5'-10"
5 DD 12/04/2018 Rev 02/22/2016

LIMERED teahouse

May 19, 2021

Hello,

I am enthusiastically writing this letter of recommendation for Raymond Lee, a Boston resident and the founder & owner of multiple restaurants across Massachusetts.

I have personally known and worked with Raymond in many capacities for over 6 years, and therefore had ample opportunity to observe his skills, demeanor, and dedication to work.

Raymond is an outstanding business owner and has a deep understanding of how to start a restaurant business from the ground up. Anything from building permits and construction to menu design and food inventory, Raymond is not only self-taught, but an expert. I've seen many local Boston business owners come to Raymond for advice and help in running their own businesses.

I've worked since 2017 as his marketing manager – I handle everything from social media ads to webmaster duties. Raymond has proved to be extremely knowledgeable in everything pertaining to his stores and is resourceful enough to fix things on his own if need be. He is, hands down, one of the best business owners and bosses I have ever worked for.

If you have ANY questions regarding Raymond, whether they are about his character, work ethic, or business acumen, I would be happy to answer them with detailed answers about how he excels in each category.

Best,

Joseph S. Lee

Global Account Marketing Manager
Arrow Electronics, Aspencore SAAS & Media Division
Joseph.Lee@AspenCore.com
541-740-3889

Former Marketing Director for LimeRed Boston Inc.

- LimeRed Teahouse Amherst, Boston and Northampton (www.limeredteahouse.com)
- Fiya Chicken (www.fiyachicken.com)
- HoneyCrisp Chicken (www.honeycrispchicken.com)

May 19th, 2021

To Whom It May Concern,

I am writing this letter to express confirmation that Raymond Lee of Brighton, MA has been my business partner since 2011. We have successfully launched multiple businesses together and today we take care of our businesses together with Raymond more focused on Eastern MA. Please let me know if there is anything else you would like to know about our relationship, I am happy to answer.

Thank you,
Joe Deng
joe.deng@limeredteahouse.com
646-919-0601

Commonwealth of Massachusetts

Executive Office of Public Safety and Security
Department of Fire Services
Office of the State Fire Marshal

Certificate of Completion

This certifies that

Lee Raymond

Successfully completed the Crowd Manager Training Program

In accordance with 527 CMR 1.00:20.1.5.6 - Designation of a Crowd Manager

Date issued: May 20, 2021

Expires: May 20, 2024
Certificate #: 2pTP4ANTvbed8zw

Peter Ostroskey

State Fire Marshal

CERTIFIED

TiPS® eTIPS On Premise 3.1

Issued: 4/28/2021 Expires: 4/28/2024

ID#: 5460881

Raymond Lee
FIYA Chicken
1024A Commonwealth Ave
Boston, MA 02215-1103

For service visit us online at www.gettips.com

CERTIFIED

TiPS® eTIPS On Premise 3.1

Issued: 4/25/2021 Expires: 4/25/2024

ID#: 5459346

Timothy K Liu
Seoul Society
FIYA Chicken
1024 Commonwealth Ave
Boston, MA 02215-1103

For service visit us online at www.gettips.com

ALL ALCOHOL / ALTERNATE MANAGER / NEW COMMON VICTUALLER / NEW ENTERTAINMENT

Applicant:	Mecha Noodle Bar Brookline LLC.
DBA:	Mecha Noodle Bar
Location:	285 Harvard Street, Brookline, MA 02446

Application Details:

Question of approving the application an All Alcoholic Beverages License for Mecha Noodle Bar Brookline LLC. d/b/a Mecha Noodle Bar at 285 Harvard Street. Proposed manager of record is Richard Reyes. Proposed Operating Hours of operation will be Monday - Sunday 11:30 am to 12:30am. Proposed Alcoholic beverage service hours are Hours of operation will be Monday - Sunday 11:30 am to 12:30am.

Question of approving the application a Common Victualler License for Mecha Noodle Bar Brookline LLC. d/b/a Mecha Noodle Bar at 285 Harvard Street. Proposed manager of record is Richard Reyes. Proposed Operating Hours of operation will be Monday - Sunday 11:30 am to 12:30am. Proposed Alcoholic beverage service hours are Hours of operation will be Monday - Sunday 11:30 am to 12:30am. Seating will consist of 61 seats.

Question of approving the application an Alternate Manager, Juan Reyes, for Mecha Noodle Bar Brookline LLC. d/b/a Mecha Noodle Bar at 285 Harvard Street.

Question t of approving the application an Entertainment for Mecha Noodle Bar Brookline LLC. d/b/a Mecha Noodle Bar at 285 Harvard Street. Entertainment consists of Radio and Recorded music Monday - Sunday 11:30 am to 12:30am.

Health Department (Approved)
Building Department (Approved)
Police Department (Approved)
Fire Department (Approved)

Checklist for Alcohol License

- ☑ Cover Letter for Application with list of enclosed documents with page numbers
- ☑ Filing Fee receipt paid to the Alcoholic Beverages Control Commission
- ☑ Monetary Transmittal Form
- ☑ Check for $10.50 Legal Ads **(Newspaper Notice Must Be Made Within 10 Days of Hearing)**
- ☑ Check for 5% of license filing fee **(New Applications)**
- ☑ New Retail Application
- ☑ Manager Application
- ☑ Vote of Corporate Board
- ☑ **CORI Authorization Form** for proposed manager of record and ANY individuals with direct or indirect beneficial or financial interest in the proposed license
- ☑ Proof of Citizenship for proposed manager of record
- ☑ Business Structure Documents
  - If Sole Proprietor, **Business Certificate**
  - If Partnership, **Partnership Agreement**
  - ☑ If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- ☑ Supporting Financial Records
- ☑ Floor Plans
- ☑ Legal Right to Occupy, a lease or deed
- ☑ Business Certificate (Town Clerk's Office)
- ☐ General and Liquor Liability Insurance Certificate
- ☐ Workers' Compensation Insurance Affidavit
- ☑ Common Victualler or Package Store Application
- ☑ Entertainment Application (if applicable)
- ☑ Alternate Manager Application (if applicable)
- ☒ Outdoor Seating Application (if applicable)

- ☐ Abutter Notification (**Must be sent by CERTIFIED MAIL**)
- ☐ Copy of Legal Ad
- ☑ Report from Brookline Police
- ☑ Report from Building
- ☑ Report from Fire
- ☑ Report from Health

Revised March 18, 2021

TOWN OF BROOKLINE
DEPARTMENT OF PUBLIC HEALTH
11 Pierce Street, Brookline, Massachusetts, 02445
Telephone: (617) 730-2300 Facsimile: (617) 730-2296
Website: www.brooklinema.gov

Our vision is an inclusive community that is healthy, safe, connected & equitable for all!

Dr. Swannie Jett, DrPH, MSc
Director of Public Health
& Human Services

BROOKLINE DEPARTMENT OF PUBLIC HEALTH
M E M O R A N D U M

To: Melvin Kleckner,
Town Administrator
for the Select Board

From: Dr. Swannie Jett, SJ
Director of Public Health and Human Services

Date: June 9, 2021
Re: Mecha Noodle Bar
285 Harvard Street
Mecha Noodle Bar,LLC, Applicant

Please be advised that the Department of Public Health has no objection to the issuance of an All Alcoholic Beverages/Common Victualler/Alternate Manager/Entertainment license recommendation to the above noted establishment.

This recommendation is under the following conditions:

- The operator must comply with the Restaurant Health and Safety Standards outlined in the State's Reopening Plan.
- The establishment is renovated to comply with Health Code requirements.
- All floor plans, applications and fees are submitted to Department as required.

- The operator has management staff maintain Food Safety, Allergy Awareness and Alcohol Server Certifications.
- An odor control system should be installed and maintained to prevent excessive cooking odors should the Department receive valid nuisance complaints.
- The establishment receives a pre-operational inspection before the license is released.
- The establishment must comply with the Town By-Laws on the use of artificial Trans-Fats, Polystyrene and Offering Public Water.

S:food SelectBoard/MechaNoodleBarAllkindsCVEnt2021

Tiffany Souza

From: David A Randolph
Sent: Friday, May 28, 2021 9:55 AM
To: Tiffany Souza
Subject: Re: Request for Report - Mecha Noodle

Hi Tiffany,

The Fire Department has no issues with the Common Victualler license for ***Mecha Noodle***.

Sincerely,

David Randolph
Deputy Chief
Fire Prevention Division
Brookline Fire Department
(617) 730-2266 (o)
http://www.brooklinema.gov/fireprevention

From: Tiffany Souza <tsouza@brooklinema.gov>
Sent: Tuesday, May 25, 2021 3:36 PM
To: Dai Nguyen <dnguyen@brooklinema.gov>; Dan Bennett <dbennett@brooklinema.gov>; David A Randolph <drandolph@brooklinema.gov>; Jasmine Stokes <jstokes@brooklinema.gov>; John F. Sullivan, Chief of Dept <jfsullivan@brooklinema.gov>; Kristen Curtis <kcurtis@brooklinema.gov>; Mark Morgan <mmorgan@brooklinema.gov>; Mike Murphy - Police <mpmurphy@brooklinema.gov>; Swannie Jett <sjett@brooklinema.gov>; Tiffany Souza <tsouza@brooklinema.gov>; Todd Kirrane <tkirrane@brooklinema.gov>
Subject: Request for Report - Mecha Noodle

Tiffany Souza

Administrative Assistant – Licensing

Town of Brookline | Select Board's Office
333 Washington Street, 6th FL
Brookline, MA 02445-6853
☎: (617) 730-2203 | 🖷: (617) 730-2054

BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

MARK P. MORGAN
ACTING CHIEF OF POLICE

TO: Acting Chief Mark P. Morgan

FROM: Lt. Michael P. Murphy #31

DATE: 7 June 2021

RE: Mecha Noodle Bar Brookline LLC, d/b/a Mecha Noodle Bar, 285 Harvard St., Brookline, MA. 02446, Request for a new All Alcoholic Beverage License, CV License, Manager of Record, Entertainment License and Alternate Manager

---

Sir,

Mecha Noodle Bar Brookline, LLC., d/b/a Mecha Noodle Bar, 285 Harvard St., Brookline, MA. 02446, through Atty. Kristen L. Scanlon, 354 Commonwealth Ave, Boston MA 02115, has applied for the approval of a new On-Premises s.12-Restaurant, All Alcohol Beverage license. Mecha Noodle Bar currently has five locations serving Asian cuisine in the State of Connecticut and this will be the first restaurant in Massachusetts. Mr. Richard Reyes, as co-owner, is requesting that he be approved as Manager of Record. They are requesting Juan Reyes be approved as the Alternate Manager. They are requesting a CV license with proposed restaurant hours of Monday – Sunday, 11:30 am – 12:30 am. The proposed hours for alcohol service will also be the same, Monday – Sunday, 11:30 am – 12:30 am. They are also seeking an entertainment license for radio and prerecorded music Monday – Sunday, 11:30 am – 12:30 am.

Corporate Structure: Mecha Management Company, LLC
46 Mill Plain Rd. 2nd Fl.
Danbury, CT 06811
LLC Member- 100%

Mr. Richard Reyes [redacted] Co-Owner (50%)
Proposed Manager of Record

Mr. Reyes is a graduate of New York University and has been the owner of numerous restaurants for the past ten years. He is a US citizen over 21 years of age and has an active Connecticut driver's license. Mr. Reyes and his businesses are in good standing with the State of Connecticut with their licensing.

Mr. Reyes has yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's previous policy against in-person fingerprinting. Fingerprinting has resumed as of June 1st, 2021 and Mr. Reyes will schedule an appointment for this process. If any negative information is revealed through fingerprints, a supplemental report will be submitted.

A check of our Master Name Record system reveals no contacts with Mr. Reyes. A query of other applicable law enforcement databases reveals no information that would disqualify him from being named as the Alternate Manager of Record.

Tony Manh Pham Co-Owner (50%)

[redacted]

Mr. Pham a US citizen over 21 years of age and as proof provided a U.S. Passport and active Connecticut Driver's License. He has been the owner of numerous restaurants for the past ten years. Three letters of reference were also provided on his behalf.

A check of our Department Master Name record system does not reveal any contacts with Mr. Pham. A query of other applicable law enforcement databases reveals no information that would disqualify Mr. Pham from this process. One item noted by Mr. Pam on his application was one arrest and conviction in 2010 for a misdemeanor marijuana violation. This one incident eleven years ago should not affect this application. If any other negative information is found after fingerprinting, a special report will be submitted.

Mr. Pham has yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's current policy against in-person fingerprinting. Fingerprinting has resumed as of June 1st, 2021 and Mr. Pham will schedule an appointment. If any other negative information is revealed through fingerprints, a supplemental report will be submitted.

Juan Luis Reyes Proposed Alternate Manager

[redacted]

Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ❖ Facsimile (617) 730-8454

Mr. Juan Reyes was born in the Dominican Republic but is now a US Citizen. A US Passport was submitted with his application. Mr. Reyes is a graduate of Johnson & Wales University, Providence RI., and has been a general manager in the food service industry for the past ten years. Three letters of recommendation were also provided on Mr. Reyes' behalf.

Mr. Juan Reyes has yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's previous policy against in-person fingerprinting. Fingerprinting has resumed as of June 1st, 2021 and Mr. Reyes will schedule an appointment for this process. If any negative information is revealed through fingerprints, a supplemental report will be submitted.

A check of our Department Master Name record system does not reveal any contacts with Mr. Juan Reyes. A query of other applicable law enforcement databases reveals no other information that would disqualify Mr. Reyes from this process. If any other negative information is found after fingerprinting, a special report will be submitted.

Also included in the application was a vote of the corporate board on May 18, 2021 naming Mr. Richard Reyes as the authorized signatory and proposed Liquor License Manager of Mecha Noodle Bar. The property, 285 Harvard St., Brookline, MA 02446 is leased for ten years until 2031. Mecha Management Company, LLC will be contributing $300,000.00 to the business.

I have sent Mr. Richard Reyes, Mr. Pham, and Mr. Juan Reyes the Town's Sales of Alcoholic Beverages Regulations, the highlights of those regulations. I will meet with them at a later date to review the regulations and what is expected during an administrative inspection. All three applicants have submitted their safe service of alcohol certification and crowd manager certificates.

At this time, I see no reason to deny this application for a new All Alcohol Beverage License for Mecha Noodle Bar and for Mr. Richard Reyes to be named as Manager of Record. I have no objection for Mr. Juan Reyes being named as an Alternate Manager and I have no objection for the new CV and Entertainment licenses.

Respectfully submitted,
Lt. Michael P. Murphy #31

Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ❖ Facsimile (617) 730-8454

TOWN of BROOKLINE
Massachusetts

BUILDING DEPARTMENT

Daniel F. Bennett
Building Commissioner

INTEROFFICE MEMORANDUM

Date: June 8, 2021

To: Mel Kleckner, Town Administrator
Town Administrator

From: Daniel Bennett
Building Commissioner

Re: **Mobile Food Vendor License** – Application from Ahmad M. Alkhatatbih, d/b/a Zack's Ice Cream, for a Mobile Food Vendor License (Ice Cream Truck) to sell Ice Cream (your memo dated March 27, 2017).

This business is operated from an Ice Cream truck in the public way, not on private property, the zoning implications are minimal. Additionally, the applicant has provided a list of Streets that the business will operate from.

This office has no issue with the application from Ahmad M. Alkhatatbih, for a Mobile Food Vendor License (Ice Cream Truck) to sell Ice Cream.

333 Washington Street, Brookline, Massachusetts 02445
Tel: (617) 730-2100 Fax: (617) 739-7542
www.brooklinema.gov

SCANLON LAW, LLC

May 19, 2021

Via Electronic Mail
Town of Brookline Board of Selectmen
Attn: Tiffany Souza
333 Washington St
Brookline, MA 02445
dmdavis@brooklinema.gov

Re: Applications for New All Alcoholic Beverages, CV, and Entertainment Licenses
Mecha Noodle Bar Brookline LLC d/b/a Mecha Noodle Bar
285 Harvard Street, Brookline, MA 02446

Dear Ms. Souza:

Please be advised that this office represents Mecha Noodle Bar Brookline LLC d/b/a Mecha Noodle Bar (the "Applicant") regarding the above referenced applications for new All-Alcoholic Beverages CV, and Entertainment licenses to be exercised at 285 Harvard Street, Brookline, MA 02446 (the "Premises").

Enclosed please find the following documentation related to the above referenced application:

1. ABCC Application for a New License including:
    a. Manager Application
    b. LLC Vote
    c. Affidavit of Tony Pham
    d. Monetary Transmittal Form
    e. Proof of Payment to the ABCC in the amount of $200.00
2. Certificate of Organization;
3. ABCC CORI Forms for LLC Managers/Members;
4. Proof of Citizenship for LLC Managers/Members;
5. Proof of Funds for Costs Associated with this Transaction;
6. Executed Lease;
7. Floor Plan;
8. Proposed Menus;
9. Brookline CORI Forms for LLC Managers/Members;

354 Commonwealth Avenue, Suite 3F | Boston, MA 02115
(617) 639-1275 | kls@kscanlonlaw.com | www.kscanlonlaw.com

10. License Interview Forms and Reference Letters for Tony Pham;
11. License Interview Forms and Reference Letters for Richard Reyes;
12. Entertainment License Application;
13. CV License Application;
14. Renovation Form;
15. State Tax Verification Form; and
16. Litter Control Letter.

The proposed hours of operation for the Premises are daily 11:30am – 12:30am.

The Alternate Manager will be Juan Reyes.

We respectfully request that this matter be placed on the next available public hearing agenda which we understand is June 15, 2021. Please advise regarding process for the legal advertisement and abutter notifications.

Should you have any questions or requests for additional information or documentation, please do not hesitate to contact me.

Thank you for your attention to this matter.

Sincerely,

Kristen L. Scanlon

Enc.

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

APPLICATION FOR A NEW LICENSE

Municipality: Brookline

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	§12 Restaurant	All Alcoholic Beverages	Annual

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

Application for New All-Alcohol Beverages License for new Southeast Asian comfort food concept specializing in Japanese Ramen and Vietnamese Pho.

Is this license application pursuant to special legislation? ◉ Yes No Chapter 268 Acts of 2018

2. BUSINESS ENTITY INFORMATION

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

Entity Name: Mecha Noodle Bar Brookline LLC FEIN: [redacted]

DBA: Mecha Noodle Bar Manager of Record: Richard Reyes

Street Address: 285 Harvard Street, Brookline, MA 02446

Phone: TBD Email: info@mechanoodlebar.com

Alternative Phone: 203-826-7160 (Danbury Office) Website: www.mechanoodlebar.com

3. DESCRIPTION OF PREMISES

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

3,692 total square feet: 1,846sf in one main room on ground level with main dining area seating, bar seating and kitchen. Main entrance/exit on Harvard Street with additional exit in rear.
1,846 in basement for prep kitchen, storage, office and employee restroom.

Total Square Footage: 1,846 Number of Entrances: 1 Seating Capacity: 61

Number of Floors: 2 inc. basement Number of Exits: 2 Occupancy Number: 75

4. APPLICATION CONTACT

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

Name: Kristen Scanlon, Scanlon Law, LLC Phone: 617-639-1275

Title: Attorney Email: kls@kscanlonlaw.com

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure: LLC

Date of Incorporation: 5/11/2021

State of Incorporation: Massachusetts

Is the Corporation publicly traded? ○ Yes ◉ No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Mecha Management Company LLC	[redacted]		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
LLC Member	100%	○ Yes ◉ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB
Richard Reyes	[redacted]		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
LLC Manager & 50% Member of above	50%	◉ Yes ○ No	◉ Yes ○ No	○ Yes ◉ No

Name of Principal	Residential Address	SSN	DOB
Tony Pham	[redacted]		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
LLC Manager & 50% Member of above	50%	◉ Yes ○ No	◉ Yes ○ No	○ Yes ◉ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ 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

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
Please see additional space page.			

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒

If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6Aor 6B ever been suspended, revoked or cancelled?

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

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

7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises: Lease

Landlord Name: Jerome M. Tuck and Richard L. Tuck Trustees of Security Realty Trust

Landlord Phone: 617-278-1551 Landlord Email: ztuck@theblakelygroup.com

Landlord Address: 68 Harvard St, Brookline, MA 02445

Lease Beginning Date: Pursuant to Pg 2 of lease Rent per Month: 10,174.54

Lease Ending Date: 10 yrs following start Rent per Year: 122,094.44

Will the Landlord receive revenue based on percentage of alcohol sales? ◉ Yes ○ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	n/a
B. Purchase Price for Business Assets	n/a
C. Other * (Please specify below)	$300,000.00
D. Total Cost	$300,000.00

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Mecha Management Company LLC	$300,000.00
Total:	$300,000.00

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.
			○ Yes ○ No
			○ Yes ○ No
			○ Yes ○ No
			○ Yes ○ No

FINANCIAL INFORMATION

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

Source of funding for renovations and start up costs provided by sole LLC Member, Mecha Management Company LLC as evidenced by bank statements submitted herewith.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ○ Yes ◉ No

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

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name: Richard Reyes Date of Birth: [redacted] SSN: [redacted]

Residential Address: [redacted]

Email: rich@eatjustice.com Phone: [redacted]

Please indicate how many hours per week you intend to be on the licensed premises: 50-60

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* ◉ Yes ○ No *Manager must be a U.S. Citizen

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

Have you ever been convicted of a state, federal, or military crime? ○ Yes ◉ No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
Jan 2019	Current	Owner	Mecha Management Company	Self
Jan 2015	Current	Owner	Eat Justice Hospitality LLC	Self
June 2011	Current	Owner	Viejo Centures LLC	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: [signature] Date: 5/19/2021

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? ○ Yes ◉ No
If yes, please fill out section 11.

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.*

11A. 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

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? ○ Yes ○ No
If yes, attach an affidavit providing the details of any and all convictions.

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 11A, 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

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 Question 6A: Interests in other Alcoholic Beverages Licenses:

05/12/2020, Viejo Ventures LLC, [redacted]

05/13/2019, Mecha Noodle Bar L[redacted]

02/05/2021, Mecha Noodle Bar S[redacted]

01/09/2021, Mecha Noodle Bar N[redacted]

12/16/2020, Mecha Noodle Bar St[redacted]

07/27/2020, Mecha Noodle Bar W[redacted]

COMMONWEALTH OF MASSACHUSETTS
ALCOHOLIC BEVERAGES CONTROL COMMISSION

AFFIDAVIT

Filed in support of licensing application by Mecha Noodle Bar Brookline LLC d/b/a Mecha Noodle Bar for a New C.V. 7-Day All-Alcoholic Beverages License to be exercised at 285 Harvard Street, Brookline, MA 02446.

I, Tony Pham, of 680 Old Academy Rd Fairfield, CT 06824 having a date of birth of May 3, 1985 do hereby make the following statement and swear that it is truthful and factual:

1. I, Tony Pham, hereby affirm that I am a LLC Manager with a beneficial interest of the proposed licensee entity, Mecha Noodle Bar Brookline LLC d/b/a Mecha Noodle Bar, a Massachusetts limited liability company.

2. I hereby affirm that I have been convicted of the following:
   a. In 2010, I was convicted of a misdemeanor offense of possession of less than four (4) ounces of marijuana in the state of Connecticut and received probation.

3. I affirm that other than this conviction, I have never been charged or convicted of a state, federal or military crime.

4. I further affirm that I have previously been approved as co-owner in the state of Connecticut to hold several alcohol beverages licenses and have had an excellent record in those roles.

5. I understand the truthfulness of this affidavit is a material issue that may affect the outcome of any ABCC decision to approve an application related to licensing under the provisions of Massachusetts General Laws Chapter 138.

6. I hereby affirm that the foregoing representations are true and correct to the best of my information, knowledge and belief, subject to the pains and penalties of perjury.

Tony Pham

5/19/21
Date

APPLICANT'S STATEMENT

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

of Mecha Noodle Bar Brookline LLC
Name of the Entity/Corporation

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

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

(1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

(2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;

(3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

(4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

(6) I understand that all statements and representations made become conditions of the license;

(7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

(8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

(9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

(10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: [signature] Date: 5/19/2021

Title: LLC Manager

CORPORATE VOTE

The Board of Directors or LLC Managers of Mecha Noodle Bar Brookline LLC (Entity Name)

duly voted to apply to the Licensing Authority of Brookline (City/Town) and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on May 18, 2021 (Date of Meeting)

For the following transactions (Check all that apply):

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

"VOTED: To authorize Richard Reyes (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 Richard Reyes (Name of Liquor License Manager)

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

A true copy attest,

Corporate Officer /LLC Manager Signature

Richard Reyes
(Print Name)

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature

(Print Name)

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

Please make $200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) N/A - New License

ENTITY/ LICENSEE NAME Mecha Noodle Bar Brookline, LLC

ADDRESS 285 Harvard St.

CITY/TOWN Brookline **STATE** MA **ZIP CODE** 02446

For the following transactions (Check all that apply):

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

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

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

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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

Transaction Processed Successfully.
INVOICE #: a563a96a-3c0f-439e-b204-838a4e206933

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Mecha Noodle Bar Brookline LLC	$200.00
		$200.00

Total Convenience Fee: $4.70

Date Paid: 5/18/2021 3:09:37 PM EDT

Total Amount Paid: $204.70

Payment On Behalf Of

License Number or Business Name:
Mecha Noodle Bar Brookline LLC

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Kristen

Last Name:
Scanlon

Address:
354 Commonwealth Ave., Suite 3F

City:
Boston

State:
MA

Zip Code:
02115

Email Address:
kls@kscanlonlaw.com

MA SOC Filing Number: 202154199180 Date: 5/11/2021 9:39:00 AM

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $500.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Certificate of Organization
(General Laws, Chapter)

Identification Number: [redacted]

1. The exact name of the limited liability company is: MECHA NOODLE BAR BROOKLINE LLC

2a. Location of its principal office:
No. and Street: 285 HARVARD STREET
City or Town: BROOKLINE State: MA Zip: 02446 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:
No. and Street: 285 HARVARD STREET
City or Town: BROOKLINE State: MA Zip: 02446 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
TO OPERATE A RESTAURANT AND TO EXERCISE ALL OF THE RIGHTS AND PERFORM ALL O F THE OBLIGATIONS THAT RELATE TO SUCH ACTIVITIES, AND TO ENGAGE IN SUCH OTHER ACTIVITIES RELATED TO THE FOREGOING BUSINESS AS MAY BE NECESSARY, ADVISABLE AND/OR APPROPRIATE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: RICHARD REYES
No. and Street: 285 HARVARD STREET
City or Town: BROOKLINE State: MA Zip: 02446 Country: USA

I, RICHARD REYES resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	RICHARD REYES	285 HARVARD STREET BROOKLINE, MA 02446 USA
MANAGER	TONY PHAM	285 HARVARD STREET BROOKLINE, MA 02446 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	RICHARD REYES	285 HARVARD STREET BROOKLINE, MA 02446 USA
REAL PROPERTY	TONY PHAM	285 HARVARD STREET BROOKLINE, MA 02446 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 11 Day of May, 2021,
RICHARD REYES

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

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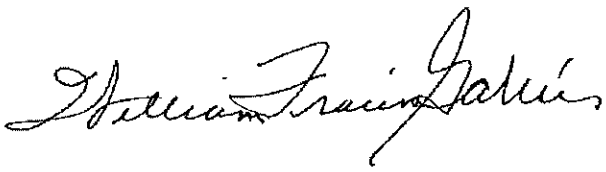
MA SOC Filing Number: 202154199180 Date: 5/11/2021 9:39:00 AM

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:

May 11, 2021 09:39 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)	N/A New License	LICENSEE NAME:	Mecha Noodle Bar Brookline LLC	CITY/TOWN:	Brookline

APPLICANT INFORMATION

LAST NAME:	Pham	FIRST NAME:	Tony	MIDDLE NAME:	Manh
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Danbury, CT		
DATE OF BIRTH:	[redacted]	SSN:	[redacted]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	Tran	DRIVER'S LICENSE #:	[redacted]	STATE LIC. ISSUED:	Connecticut
GENDER:	MALE	HEIGHT:	5 8	WEIGHT: 230	EYE COLOR: Brown
CURRENT ADDRESS:	[redacted]				
CITY/TOWN:	Fairfield	STATE:	CT	ZIP:	06824
FORMER ADDRESS:					
CITY/TOWN:		STATE:		ZIP:	

PRINT AND SIGN

PRINTED NAME: Tony Pham APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this 5/19/2021 before me, the undersigned notary public, personally appeared Tony Pham (name of document signer), proved to me through satisfactory evidence of identification, which were CT Drivers Lic. to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

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

JULIO. A. LOPEZ
NOTARY PUBLIC
MY COMMISSION EXPIRES 6/30/2025

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

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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: (IF EXISTING LICENSEE)	N/A New License	**LICENSEE NAME:**	Mocha Noodle Bar Brookline LLC	**CITY/TOWN:**	Brookline

APPLICANT INFORMATION

LAST NAME:	Reyes	FIRST NAME:	Richard	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Danbury, CT		
DATE OF BIRTH:	[redacted]	SSN:	[redacted]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	Urena	DRIVER'S LICENSE #:	[redacted]	STATE LIC. ISSUED:	Connecticut
GENDER:	MALE	HEIGHT:	5 8	WEIGHT: 190	EYE COLOR: Brown
CURRENT ADDRESS:	[redacted]				
CITY/TOWN:	[redacted]	STATE:	CT	ZIP:	06810
FORMER ADDRESS:	[redacted]				
CITY/TOWN:	[redacted]	STATE:	CT	ZIP:	06801

PRINT AND SIGN

PRINTED NAME:	Richard Reyes	APPLICANT/EMPLOYEE SIGNATURE:	

NOTARY INFORMATION

On this 5/19/2021 before me, the undersigned notary public, personally appeared Richard Reyes (name of document signer), proved to me through satisfactory evidence of identification, which were CT Drivers Lic. to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

JULIO A. LOPEZ
NOTARY PUBLIC
MY COMMISSION EXPIRES: 6/30/2025

DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORI AUTHORIZED EMPLOYEE

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

We The People

Of the United States

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

USA

UNITED STATES OF AMERICA

Type / Type / Tipo: P
Code / Code / Código: USA
Passport No. / No. du Passeport / No. de Pasaporte: [redacted]

Surname / Nom / Apellidos
PHAM

Given Names / Prénoms / Nombres
TONY MANH

Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento
[redacted]

Place of birth / Lieu de naissance / Lugar de nacimiento
CONNECTICUT, U.S.A.

Sex / Sexe / Sexo
M

Date of issue / Date de délivrance / Fecha de expedición
16 May 2018

Authority / Autorité / Autoridad
United States
Department of State

Date of expiration / Date d'expiration / Fecha de caducidad
15 May 2028

Endorsements / Mentions Spéciales / Anotaciones
SEE PAGE 27

USA

[redacted]

We The People

Of the United States,

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

USA

UNITED STATES OF AMERICA

Type / Type / Tipo: P
Code / Code / Código: USA
Passport No. / No. de Passeport / No. de Pasaporte: [redacted]

Surname / Nom / Apellidos
REYES

Given Names / Prénoms / Nombres
RICHARD

Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento
[redacted]

Place of birth / Lieu de naissance / Lugar de nacimiento
CONNECTICUT, U.S.A.

Sex / Sexe / Sexo
M

Date of issue / Date de délivrance / Fecha de expedición
17 Aug 2017

Authority / Autorité / Autoridad
United States Department of State

Date of expiration / Date d'expiration / Fecha de caducidad
16 Aug 2027

Endorsements / Mentions Spéciales / Anotaciones
SEE PAGE 27

USA

[redacted]

People's United Bank

##XXH1136DPCSTM 01292106500782903

Statement of Account
[redacted]

MECHA MANAGEMENT COMPANY LLC
2ND FLOOR
46 MILL PLAIN RD
DANBURY CT 06810

January 29, 2021
Days in stmt period: 29

Page 1 of 23

Direct Inquiries to:
CALL CENTER
1-800-894-0300

People's United Bank, N.A.
11 Belden Avenue
Norwalk CT 06850

Summary of Account Balance

Account	Number	Ending Balance
Business Advantage Plus	[redacted]	$873,144.58

Business Advantage Plus [redacted]

Account Summary

Beginning Balance		$754,347.84
Average Ledger Balance *		$814,880.56
Average Collected Balance **		$814,571.15
Ending Balance		$873,144.58
Total Debits	212	$690,479.98
Total Credits	271	$809,276.72
Total Checks	165	$321,328.09
Service Charge		$135.30

* Calculated when statement cycles. Does not include interest posted at month end.
** Calculated using calendar month. Does not include interest posted at month end.

Average balance $814,880.56

Date	Description	Additions	Subtractions	Balance
12-31	Beginning balance			$754,347.84
01-04	#ACH Credit Citizens Net Setlmt Citizens Net Setlmt 4445 038660860 Tst* Mecha West Hartfor	6,070.76		760,418.60
01-04	#ACH Credit Citizens Comb. Dep. Citizens Comb. Dep. 4445 040736340 Tst* Mecha New Haven	5,575.04		765,993.64
01-04	#ACH Credit Bankcard 1237 Mtot Dep 210104 513331030216782	5,510.48		771,504.12
01-04	#ACH Credit Bankcard 1237 Mtot Dep 210104 513331030220644	5,267.83		776,771.95

165 Enclosures

Number	Date	Amount
1530	01-15	6,039.18
1579 *	01-12	378.72
1580	01-11	4,414.49
1581	01-22	403.87
1582	01-14	1,935.44
1583	01-14	10,000.00
1584	01-29	35.00
1747 *	01-04	650.00
1859 *	01-20	6,305.45
1877 *	01-12	500.00
1897 *	01-12	8,593.50
1901 *	01-15	6,039.18
1908 *	01-07	850.81
1932 *	01-08	47.25
1940 *	01-11	252.50

* Skip in check sequence

##XXH1136DPCSTM 02262106500782903

Statement of Account
6500782903

MECHA MANAGEMENT COMPANY LLC
2ND FLOOR
46 MILL PLAIN RD
DANBURY CT 06810

February 26, 2021
Days in stmt period: 28

Direct Inquiries to:
CALL CENTER
1-800-894-0300

People's United Bank, N.A.
11 Belden Avenue
Norwalk CT 06850

Summary of Account Balance

Account	Number	Ending Balance
Business Advantage Plus	[redacted]	$1,658,424.30

Business Advantage Plus [redacted]

Account Summary

Beginning Balance		$873,144.58
Average Ledger Balance *		$1,519,612.78
Average Collected Balance **		$1,519,612.78
Ending Balance		$1,658,424.30
Total Debits	221	$792,365.80
Total Credits	261	$1,577,645.52
Total Checks	172	$376,664.72
Service Charge		$91.80

* Calculated when statement cycles. Does not include interest posted at month end.
** Calculated using calendar month. Does not include interest posted at month end.

Average balance $1,519,612.78

Date	Description	Additions	Subtractions	Balance
01-29	Beginning balance			$873,144.58
02-01	#ACH Credit Citizens Comb. Dep. Citizens Comb. Dep. 4445 040734865 Tst* Mecha Norwalk	2,538.17		875,682.75
02-01	#ACH Credit Citizens Net Setlmt Citizens Net Setlmt 4445 038660860 Tst* Mecha West Hartfor	4,215.76		879,898.51
02-01	#ACH Credit Citizens Comb. Dep. Citizens Comb. Dep. 4445 040736290 Tst* Mecha Stamford	5,053.05		884,951.56

172 Enclosures

Number	Date	Amount
2064	02-26	6,039.18
2102 *	02-01	550.00
2144 *	02-05	178.67
2165 *	02-02	11,664.76
2175 *	02-11	750.00
2178 *	02-02	196.10
2179	02-01	323.69
2180	02-08	886.53
2182 *	02-05	2,171.39
2185 *	02-01	251.25
2186	02-08	205.44
2187	02-02	232.00
2188	02-01	150.24
2189	02-03	79.97
2191 *	02-01	125.00

* Skip in check sequence

##XXH1136DPCSTM 03312106500782903

Statement of Account
[redacted]

MECHA MANAGEMENT COMPANY LLC
2ND FLOOR
46 MILL PLAIN RD
DANBURY CT 06810

March 31, 2021
Days in stmt period: 33

Direct Inquiries to:
CALL CENTER
1-800-894-0300

People's United Bank, N.A.
11 Belden Avenue
Norwalk CT 06850

Summary of Account Balance

Account	Number	Ending Balance
Business Advantage Plus	6500782903	$1,683,776.67

Business Advantage Plus [redacted]

Account Summary

Beginning Balance		$1,658,424.30
Average Ledger Balance *		$1,647,501.88
Average Collected Balance **		$1,647,501.88
Ending Balance		$1,683,776.67
Total Debits	245	$897,132.57
Total Credits	305	$922,484.94
Total Checks	191	$357,460.43
Service Charge		$71.40

* Calculated when statement cycles. Does not include interest posted at month end.
** Calculated using calendar month. Does not include interest posted at month end.

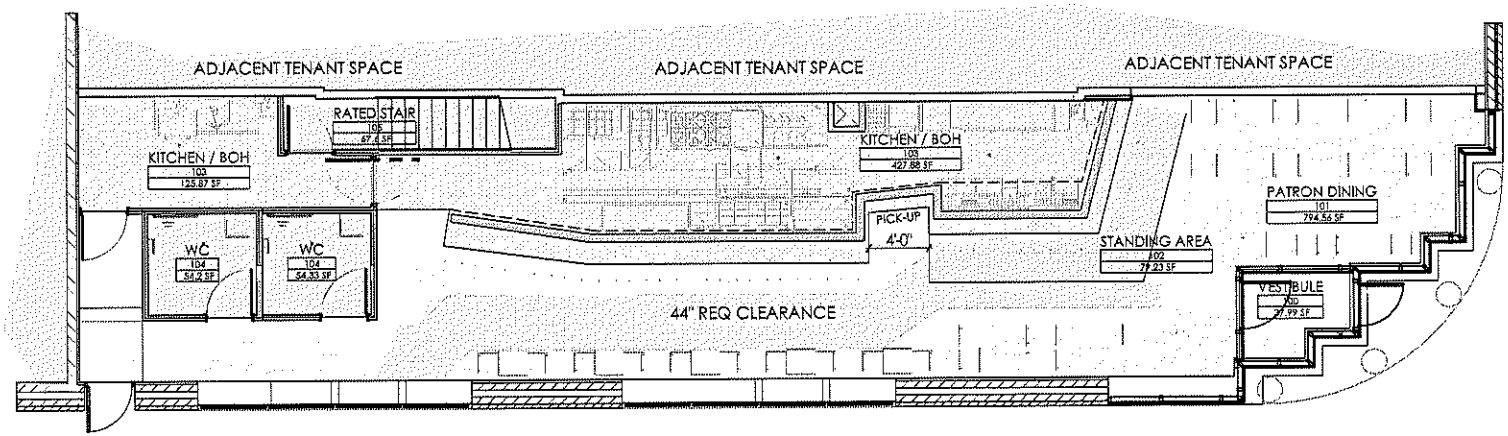
Average balance $1,647,501.88

Date	Description	Additions	Subtractions	Balance
02-26	Beginning balance			$1,658,424.30
03-01	#ACH Credit Citizens Net Setlmt Citizens Net Setlmt 4445 038660860 Tst* Mecha West Hartfor	3,524.90		1,661,949.20
03-01	#ACH Credit Citizens Comb. Dep. Citizens Comb. Dep. 4445 040734865 Tst* Mecha Norwalk	2,624.71		1,664,573.91
03-01	#ACH Credit Citizens Comb. Dep. Citizens Comb. Dep. 4445 040736290 Tst* Mecha Stamford	5,229.35		1,669,803.26

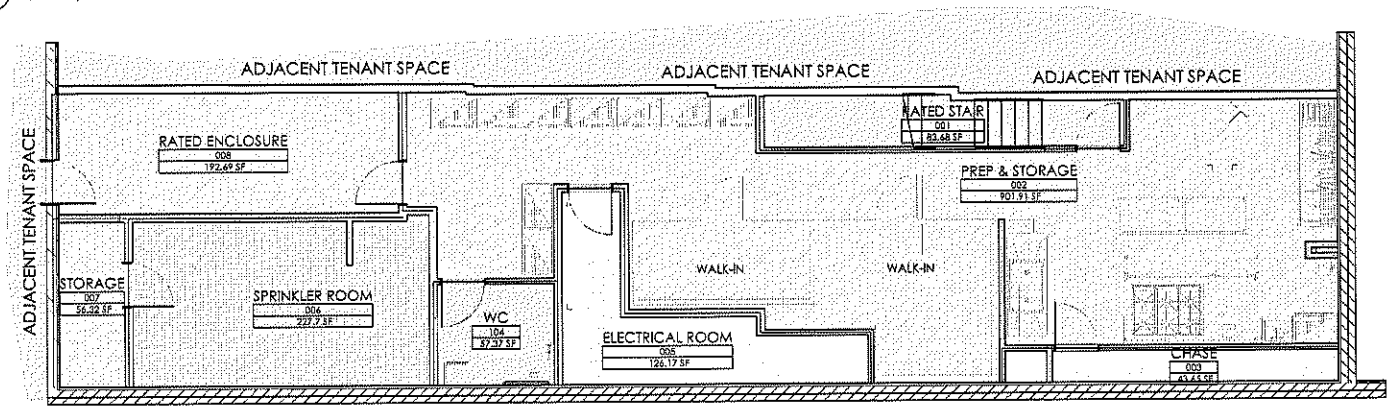
191 Enclosures

Number	Date	Amount
1578	03-10	435.50
1585 *	03-12	225.00
1586	03-11	36.12
2017 *	03-10	372.23
2053 *	03-10	319.05
2217 *	03-16	8,593.50
2260 *	03-02	228.25
2300 *	03-03	252.50
2301	03-01	110.83
2331 *	03-01	505.16
2345 *	03-19	143.57
2352 *	03-03	563.46
2353	03-01	729.03
2354	03-01	29.98
2355	03-03	681.60

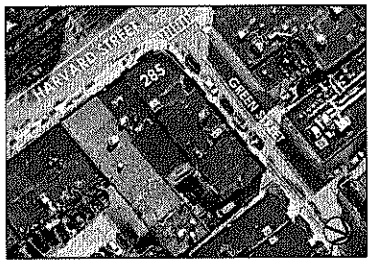
* Skip in check sequence



1 FIRST FLOOR
SCALE: 1/8" = 1'-0"



2 LOWER LEVEL
SCALE: 1/8" = 1'-0"



KEY FEATURES

- STOOLS 23
- DINING CHAIRS 38
- TOTAL PATRONS **61**

- PATRON BATHROOMS RELOCATED
- STAIR LOCATION REMAINS
- SPACES RECONFIGURED IN BASEMENT
- DISH WASH ON FIRST FLOOR
- PREP IN BASEMENT W/DUCTED EXHAUST TO ROOF THROUGH FIRST FLOOR
- SINGLE WC IN BASEMENT. RELOCATED
- TWO MEANS OF EGRESS PROVIDED FROM FIRST FLOOR
- WALK-INS LOCATED IN BASEMENT

DATE OF ISSUE	3/10/21

Project # 170325
Project Name:

MECHA 285 HARVARD STREET BROOKLINE
285 HARVARD STREET
BROOKLINE, MA 02446

SHEET TITLE:

FLOOR PLANS | OPTION 04

L.05

FREDERICKWILLIAMHOAG ARCHITECT
87 WILTON ROAD
2ND FLOOR
WESTPORT, CT 06880
P:203.557.8903

COMMERCIAL LEASE
DATED AS OF
MAY 7, 2021
BETWEEN
JEROME M. TUCK AND RICHARD L. TUCK, TRUSTEES OF
SECURITY REALTY TRUST
AND
MECHA NOODLE BAR BROOKLINE LLC (DBA MECHA NOODLE BAR)

SUMMARY OF BASIC TERMS

The following is a summary of certain basic terms of this Lease which is intended for the convenience and reference of the parties. In addition, some of the following items may be incorporated into the Lease by reference to the "Summary of Basic Terms".

LANDLORD:	Jerome M. Tuck and Richard L. Tuck, Trustees of Security Realty Trust, u/d/t dated January 19, 1984, recorded with Norfolk County District Registry of Deeds at Book 6327, Page 15.
TENANT:	Mecha Noodle Bar Brookline LLC (to dba Mecha Noodle Bar)
PREMISES:	The portion of the Building (as defined below) containing approximately 1,846 Rentable Square Feet (as such term is defined in Section 2) on the street level of the Building shown and dimensioned on the site plan attached hereto as **Exhibits A-1, A-2 and A-3,** plus the basement. However, nothing in **Exhibit A** shall be treated as a representation that the Premises shall be precisely the dimensions or shape as shown, it being the intention of the parties only to show diagrammatically, rather than precisely, on **Exhibits A-1, A-2 and A-3**, the layout of the Premises.
TERM:	Ten (10) years and an additional number of months and days commencing on the Commencement Date and ending on the tenth (10th) anniversary of the Rent Commencement Date, or Ten (10) years plus such additional number of days as there are remaining in the month of the Rent Commencement Date, if said Rent Commencement Date is on other than the first day of the month (the "**Expiration Date**") (said period sometimes being referred to as the "**Original Term**"), subject to exercise of one or both of the Extension Options, and the other provisions of Section 3.
EXTENSION OPTIONS:	Two Five (5) Year Extension Terms, commencing on the first day following the expiration of the Original Term, and, if the First Extension Option is exercised, on the first day following the expiration of the First Extended Term.
COMMENCEMENT DATE:	As defined in Section 4.

RENT COMMENCEMENT DATE:	The earlier to occur of: (i) One hundred fifty (150) days after issuance of the Building Permit, as defined in Section 8; or (ii) The store opening to the public; provided, however, notwithstanding the foregoing, the Rent Commencement Date shall be no later than two hundred and eighty (280) days after the date of full execution of this Lease by both parties, (i.e., February 11, 2022)
BASE RENT:	See Section 5. Base Rent for the First and Second Extended Terms, if exercised, shall be as set forth in Section 34.
ADDITIONAL RENT:	See Section 5(b).
PERCENTAGE RENT:	See Section 5 (e).
SECURITY DEPOSIT:	See Section 6.
TENANT'S PROPORTIONATE SHARE:	Fifteen and 54/100ths (15.54%) percent. Landlord and Tenant agree that Tenant's Proportionate Share has been calculated by taking the agreed Rentable Square Feet of the Premises of 1,846 square feet and dividing such number by the approximate 11,878 Rentable Square Feet in the Building (whether leased or occupied or not, and which shall never be deemed to be less than 11,878 Rentable Square Feet in the Building) and multiplying such quotient by 100. In the event the Building is enlarged by the addition of one or more floors, the Tenant's Proportionate Share shall be equitably adjusted with the Rentable Footage of the Building reflecting the additional Rentable Square Footage of the addition.

[This Page Ends Here]

1. **PARTIES**. In consideration of the covenants contained herein, **RICHARD L. TUCK AND JEROME M. TUCK, TRUSTEES OF SECURITY REALTY TRUST** u/d/t dated January 19, 1984, recorded with Norfolk County District Registry of Deeds at Book 6327, Page 15, having a usual place of business at c/o The Blakely Group, 68 Harvard Street, Brookline, Massachusetts 02445, hereinafter called "**Landlord**", which expression shall include its successors and assigns where the context so admits, does hereby lease to **MECHA NOODLE BAR BROOKLINE LLC,** a Massachusetts limited liability company, doing business as **Mecha Noodle Bar**, having a business office at 1215 Post Road, Fairfield, Connecticut 06824 hereinafter called "**Tenant**", which expression shall include its successors and assigns where the context so admits, the Premises described below.

2. **PREMISES**. The Tenant hereby leases the following described premises (the "**Premises**"): the space on the street level of the building (the "**Building**") formerly occupied by Pete's Coffee, which the parties agree that for purposes of this Lease shall be deemed to contain 1,846 square feet, together with the basement, with a post office address of 285 Harvard Street, Brookline, Massachusetts 02446, being a portion of the parcel of land described on **Exhibit B** with the building thereon situated and now numbered 279-287 Harvard Street and 9 and 11 on Green Street, Brookline, Massachusetts (collectively with the Building, the "**Property**"), excepting from the Premises the exterior walls and tenant walls, Landlord's equipment and fixtures now or hereafter installed and space for installation of pipes, wires, conduits and ducts to serve the Premises, common areas and facilities of the Building as described herein and/or other parts of the Building except as expressly set forth herein, and subject to all rights reserved by the Landlord by this Lease or by operation of law so long as the same do not unreasonably interfere with Tenant's access, visibility or use of the Premises or rights under the Lease. Landlord also grants to Tenant as appurtenant to the Premises the right to use in common, with others entitled thereto, the hallways and corridors, entranceways, sidewalks, concourses, approaches and area ways, if any, necessary for access to the Premises. The Premises are depicted on **Exhibits A-2 and A-3** attached hereto. In the event the Landlord expands the square footage of the Building by adding one or more stories to the Building, the Tenant's Proportionate Share shall be reduced proportionately. Landlord reserves the right to make modifications, alterations or additions to the Building (other than the Premises) and/or common areas, provided such modifications, alterations or additions do not unreasonably interfere with the Tenant's use or enjoyment of the Premises or reduce the size of the Premises or adversely effect access to the Premises or its visibility.

Neither the Base Rent nor Tenant's Proportionate Share shall increase or decrease in the event of any re-measurement of the Premises or the Building except in the case of an addition to the Building in which event the Rentable Square Footage of the Building shall be re-measured and Tenant's Proportionate Share shall be reduced proportionately based on the increase in the Rentable Square Footage.

3. **TERM**. The term of this Lease shall commence on the Commencement Date as defined in Section 4, and end on tenth (10th) anniversary of the Rent Commencement Date, plus such additional number of days as there are remaining in the month of the Rent Commencement Date, if said Rent Commencement Date is on other than the first day of the month unless sooner terminated or otherwise extended, as hereafter provided. Said Term is subject to the Extension Options set forth in Section 34. Notwithstanding any of the foregoing to the contrary, in event the Original Term or an Extended Term is scheduled to expire between October 1 to December 31 of any year pursuant to the terms of this Lease, then, in such event, the Expiration Date shall automatically extend to January 31 of the succeeding calendar year.

The Parties agree to execute a supplemental instrument stating the Rent Commencement Date when determined.

4. **DELIVERY OF PREMISES**. The Premises shall be deemed delivered hereunder on the Commencement Date, which shall be deemed to be the date of execution of this Lease.

The Parties agree to execute a supplemental instrument expressing the Rent Commencement Date when the Rent Commencement Date has been determined.

5. (a) **BASE RENT**. The Tenant shall pay to the Landlord the Base Rent and all Additional Rent, Percentage Rent (if applicable), and other charges (collectively with the Base Rent the "**Rent**"), without prior notice or demand and without set-off or deduction of any kind whatsoever except as expressly set forth herein. The Base Rent shall be payable by Tenant to Landlord in advance on the first day of each calendar month included in the Term, and any portion of a calendar month included at the beginning or end of the Term and shall be payable at the rate of one thirtieth (1/30) of such monthly installment. Base Rent shall be paid as follows: any partial month's Base Rent (at the beginning of the Term) and the first full month's Rent shall be paid on the Rent Commencement Date. Tenant shall be entitled to notice of Additional Rent and other charges which become due under the Lease, other than the estimated monthly installment of Additional Rent which are to accompany the monthly installments of Base Rent and shall have thirty (30) days after notice to pay the same.

Base Rent for the Original Term shall be as follows:

Year	Monthly Base Rent	Annual Base Rent	
1	$10,174.54	$122,094.44	
2	$10,479.77	$125,757.27	
3	$10,794.17	$129,529.99	
4	$11,117.99	$133,415.89	
5	$11,451.53	$137,418.37	
6	$11,795.08	$141,540.92	
7	$12,148.93	$145,787.15	
8	$12,513.40	$150,160.76	
9	$12,888.80	$154,665.58	
10	$13,275.46	$159,305.55	

(b) **ADDITIONAL RENT**. In addition to Base Rent, commencing on the Rent Commencement Date and on the first day of each succeeding month, the Tenant shall pay, as "**Additional Rent**", the Tenant's Proportionate Share of Operating Costs for each Lease Year or portion thereof during the Term hereof, subject to the First Year Cap and the Excluded Costs as defined in Section 5(d). The Tenant shall pay to the Landlord pro rata monthly installments on account of Tenant's Proportionate Share of projected Operating Costs for the current Lease Year, reasonably calculated by the Landlord on the basis of the most recent Operating Costs data for the previous Lease Year, which payments shall be paid monthly in advance. Within six (6) months of the end of the prior calendar year, Landlord shall furnish to Tenant a reconciliation statement setting forth Tenant's Proportionate Share of Operating Costs payable by Tenant for the preceding Lease Year, provided, however, a delay beyond said six (6) months shall not prejudice in any way Landlord's right to be paid for such Additional Rent. If the total of such monthly installments in any Lease Year is greater than Tenant's Proportionate Share of the actual Operating Costs for such Lease Year, the Tenant shall be entitled to a credit against the Tenant's Base Rent obligations hereunder next coming due, or, if the Lease has expired, or has been terminated and provided Tenant has paid all Rent due, such over-payments shall be promptly refunded to Tenant. If the total of such monthly installments is less

than Tenant's actual Proportionate Share of Operating Costs for such Lease Year, the Tenant shall pay to the Landlord the amount of such difference within thirty (30) days of billing therefor.

(c) For the purpose of this Lease, "**Lease Year**" shall mean each twelve (12) month period, with Lease Year 1 commencing on the Rent Commencement Date and ending on and ending on the first (1st) anniversary of the Rent Commencement Date, or twelve (12) months plus such additional number of days as there are remaining in the month of the Rent Commencement Date, if said Rent Commencement Date is on other than the first day of the month, with each succeeding twelve (12) month period being the next succeeding Lease Year. and).

(d) For purposes of this Lease, the term "**Operating Costs**" shall mean:

(i) Insurance premiums for such property and casualty insurance, public liability insurance, loss of rent and extended coverage insurance and other insurance as is required by Section 17;

(ii) Costs for electricity, gas and all other utilities required in the operation and maintenance of the common portions of the Property not paid directly by tenants of the Building and costs of maintaining the common areas as required in Section 38;

(iii) Water and sewer use charges and fuel costs, if any, and costs not paid directly by tenants of the Building;

(iv) Real estate taxes and all other general and special taxes, including assessments for local improvements and other governmental levies, betterments and other charges which may be lawfully charged, assessed or imposed upon the Building and the Property which are paid or payable for a tax year wholly or partially within the term of this Lease, equitably adjusted in the event the term of this Lease does not coincide with the tax year (collectively the "**Taxes**"). Real Estate Taxes shall not include (x) any fine, penalty, cost or interest for any tax or assessment, or part thereof, which Landlord failed to timely pay, or (y) any tax, or increase in taxes, assessed by reason of the sale or transfer of the Property, or any portion thereof, or the execution of this Lease, or the recording of a memorandum or short-form hereof. Nothing contained in this Lease shall require Tenant to pay any estate, inheritance, succession, capital levy, corporate franchise, occupancy, transfer or income revenues, receipts, or profits tax of Landlord, nor shall any of same be deemed Taxes, except to the extent same are substituted in lieu of Taxes, and then only to the extent same are limited to the Property as if it were the only property owned by Landlord. If some method or type of taxation or assessment shall replace in whole or in part, the current method of assessment of Taxes, or the type thereof, Tenant agrees that Tenant shall pay Tenant's equitable share of the same computed in a fashion consistent with the method of computation herein provided, to the end that Tenant's cost on account thereof shall be, to the maximum extent practicable, the same as Tenant would bear under the foregoing paragraphs. Landlord shall pay, or cause the payment of, all Taxes affecting the Property before any fine, penalty, interest or cost may be added thereto, or become due or be imposed by operation of law for the non-payment or late payment thereof. Upon request, Landlord shall provide Tenant with copies all the tax bills.;

(v) Amounts paid to independent contractors for services, materials and supplies furnished for or in connection with the operation of the Property except areas which individual tenants are required to maintain;

(vi) subject to the provisions below, the costs and expenses of services, materials and supplies furnished or used in connection with the operation, maintenance, cleaning and protection of the Property; and the costs and expenses incurred in the maintenance, or repair of the mechanical, electrical, HVAC, plumbing and other building systems, and the other equipment serving or used exclusively in connection with or relating to the Property and not serving exclusively the Premises or other rentable space;

(vii) The amounts paid to supervisors, janitors, carpenters, mechanics, electricians, and other personnel (including wages, salaries and other compensation, and payroll, social security, disability benefits and the like) and managing agents and for legal, accounting and other professional fees relating to the to the extent such amounts relate to the operation, management, repair, maintenance, cleaning and/or protection of the Property;

(viii) A management fee of five (5%) percent of the aggregate base rents of the Property.

(viii) All other expenses incurred in connection with or relating to the operation, management, repair, maintenance, cleaning and protection of the Property, which types of expenses shall be similar to those of similar projects in the Brookline market.

Notwithstanding any of the foregoing to the contrary, for the first twelve (12) months commencing on the Rent Commencement Date, Landlord shall not be entitled to pass-through controllable expenses by more than five (5%) percent above those controllable expenses contained within Landlord's estimated Operating Costs previously furnished Tenant. (the "**First Year Cap**")

Operating Costs shall not include any of the following items (the "**Excluded Costs**"):

(i) any charge for depreciation, interest or other debt service or financing amounts, ground rents and non-cash items paid, booked or incurred by Landlord;

(ii) leasing commissions, cost of legal and other professional fees incurred in preparing, negotiating and executing leases or in resolving disputes with lessees;

(iii) costs, including permit, license and inspection fees incurred in renovating, improving, decorating, painting, or redecorating vacant rental space or the rental space of other of the Building's tenants;

(iv) costs incurred solely because of violations by Landlord or other tenants of the Building;

(v) items and services for which Tenant reimburses Landlord or pays third parties or that Landlord provides selectively to one or more tenants in the Building other than Tenant without reimbursement therefor;

(vi) advertising and promotional expenditures;

(vii) repairs or other work needed because of fire, windstorm or other casualty (except casualty caused in whole or in part by Tenant) or other cause which is insured against by Landlord pursuant to the casualty and insurance provisions of the Lease;

(viii) any costs, fines or penalties, incurred because Landlord violated any law, statute or ordinance of any Governmental Authority (as defined in Section 9);

(ix) costs incurred by Landlord to voluntarily test, survey, cleanup, contain, abate, remove, or otherwise remedy any currently classified hazardous wastes or asbestos containing materials from the Property, unless the wastes or asbestos containing materials were in, on, or around the Property because of Tenant;

(x) costs of electrical energy furnished and metered directly to tenants of the Building;

(xi). cost of tenant installations and decorating expenses incurred in connection with preparing space for a new tenant;

(xii). executive salaries, expenses, fringe benefits and other compensation (other than the management fees as set forth in subsection (viii) above);

(xiii) costs of any special work or services performed exclusively at another tenant's space at the request of any tenant, including, without limitation, costs of alterations or repairs to systems serving exclusively such tenant's space, unless such work or services benefits space in addition to such tenant's space or is in the nature of general repairs or maintenance typically charged as an Operating Cost;

(xiv) costs incurred by the Landlord, including legal and other professional fees, as a result of a breach by any tenant or the Landlord of its lease obligations;

(xv) increased insurance premiums caused by acts of other tenants;

(xvi) costs incurred by the gross negligence or willful acts of the Landlord;

(xvii) costs or expenses which are covered by insurance or by any manufacturer warranty;

(xviii) costs and expenses incurred by Landlord pursuant to any provisions of this Lease which require Landlord to perform certain obligations or services at Landlord's cost and expense;

(xix) costs of repair or replacement incurred by fire or other casualty or caused by the right of eminent domain;

(xx) any item of cost which Tenant is required to pay pursuant to any other provision of the Lease;

(xxi) direct costs of any business or activity operated by the Landlord (other than the leasing and rental of space at the Building) that generates separate income or from which Landlord obtains income such as pay parking lots; and

(xxii) capital expenditures, , and other items which, under generally accepted accounting principles are properly classified as capital expenditures, including, without limitation, replacement of all or a portion of (aa) the Building systems, including, without limitation, the HVAC systems or the component parts of any of the foregoing, (bb) parking areas and driveways, (cc) roof, (dd) foundations, or

(ee) structural elements. Further, Tenant shall be responsible for the cost of any and all capital expenditures for Building systems serving exclusively the Premises and those arising from the negligence or misconduct of Tenant or its employees, customers, contractors or other visitors.

Operating Costs shall be computed on a cash accounting basis and shall be determined in accordance with generally accepted accounting principles consistently applied.,. It is understood by the parties hereto, that with the exception of the management fee described in subsection (viii) above, Landlord is to make no profit on the Operating Costs, it being the intent that the Landlord is being reimbursed for actual costs or expenses incurred in connection with the Property.

All Operating Costs shall be reduced by any real estate tax refunds or abatements received to the extent applicable to a Lease Year in accordance with Tenant's Proportionate Share. Operating Costs shall also be reduced by reimbursements or other allowances, discounts, reductions and credits received by Landlord (to the extent not already reflected by a reduction in the actual cost included in the Operating Costs) so as to reduce Operating Costs except reimbursements to the Landlord by tenants under the additional rent provisions or reimbursement of operating cost or expense provisions of other leases.

(e) **PERCENTAGE RENT**.

(i) In addition to the Base Rent and Additional Rent as specified in this Section 5 (and in Section 34, if an Extension Option is available and exercised), and as part of the total Rent to be paid by the Tenant to the Landlord, the Tenant covenants and agrees to pay to the Landlord as percentage rent ("**Percentage Rent**") for each Lease Year a sum equal to six (6%) percent multiplied by the amount by which Gross Sales (as hereinafter defined) during such Lease Year exceeds Two Million Six Hundred Thousand Dollars ($2,600,000.00,) if there is any such excess, and seven (7%) percent of the amount of Gross Sales which exceed Three Million Dollars ($3,000,000.00).

In the event the Tenant exercises the option to extend the Term of the Lease for the First Extended Term, the Tenant shall similarly pay, in addition to Base Rent and Additional, Percentage Rent equal to six (6%) percent multiplied by the amount by which Gross Sales during such lease year exceeds Two Million Six Hundred Thousand Dollars ($2,600,000.00) (the "**Gross Sales**"), if there is any such excess, and seven (7%) percent of the amount of Gross Sales which exceed Three Million Dollars ($3,000,000.00). Similarly, in the event the Tenant exercises the option to extend for the Second Extended Term, as described in Section 34, Tenant shall continue to pay Percentage Rent calculated in the same fashion as above.

Lease Year for purposes of Percentage Rent shall be each calendar year during the Term, unless Tenant's fiscal year ends on a date other than December 31, in which Lease Year for Percentage Rent shall be Tenant's fiscal year. To the extent that any Lease Year constitutes less than a full twelve (12) calendar month period, the Gross Sales figure shall be reduced proportionately to the same extent as the number of days in such Lease Year bears to 365.

(ii) The phrase "**Gross Sales**", as used in this Lease, is hereby defined to mean the dollar aggregate of:

(A) the sales prices of all products and other goods sold, whether for in restaurant consumption or take-out, and the charges for all services performed by the Tenant at, in, on or from the Premises, whether made for cash, in credit, or otherwise without reserve or deduction for inability or failure to collect, except as otherwise expressly provided herein, including but not limited to such sales and services (i) where the orders therefor originate at and are accepted by the Tenant in the Premises but delivery or performance thereof is made from or at any place other than the Premises, (ii) pursuant to mail, telegraph, telephone, video,

electronic, computer or other technology-based systems whether existing now or developed in the future, or other similar orders made, received or filled at or from the Premises, (iii) by means of mechanical and other vending devices in the Premises, (iv) as a result of transactions originating upon the Premises, and/or (v) which the Tenant in the normal and customary course of its operations would credit or attribute to its business upon the Premises, or any part or parts thereof; and

(B) all moneys or other things of value received by the Tenant from its operations at, in, on or from the Premises which are not expressly excluded from Gross Sales by the other provisions of this definition, including without limitation, all insurance proceeds attributable to business interruption.

"Gross Sales" shall not include (i) the exchange of product between stores of the Tenant or its affiliates where such exchanges are made solely for the convenient operation of the Tenant's business and not for the purpose of consummating a sale which has theretofore been made at, in, on or from the Premises and/or for the purpose of depriving the Landlord of the benefit of a sale which otherwise would have been made at, in, on or from the Premises, or (ii) returns to vendors, or (iii) sales of fixtures or personal property (other than food or beverages sold during operations) after use thereof in the conduct of the Tenant's business in the Premises. Further, there shall be deducted from Gross Sales (i) cash or credit refunds made upon transactions included within Gross Sales, not exceeding the selling price of product returned by the purchaser and accepted by the Tenant, (ii) the amount of any city, county, state or federal sales, luxury, or excise tax on such sales which is both (a) added to the selling price or absorbed therein, and (b) paid to the taxing authority by the Tenant, (iii) amounts received from sales by means of vending machines installed in restrooms or areas of the Premises not open to customers or amounts received from vending machine sales for products to be used or consume on the Premises, (iv) sums not received by Tenant due to comps, original discounts or donations by Tenant (but all sums collected, whether at full price or some lesser price shall be included in Gross Sales), and (i) credit sales charged off as bad debt, provided, however, if at any subsequent time, prior to the end of the Term, any money is collected related to the bad debt, such collected amount shall be added to Gross Sales.

The phrase "Gross Sales" shall also include such Gross Sales made by any sublessee, concessionaire, licensee or otherwise at, in, on or from the Premises, and such Gross Sales made by sublessees, concessionaires, licensees, or otherwise, shall be included in the reports provided for in this Lease (but the foregoing shall not be construed to give the Tenant the right to sublease, concession or license, which right shall be governed by the provisions of Section 13 hereof).

(iii) The Tenant agrees without notice or demand from the Landlord to deliver to the Landlord within twenty (20) days after the end of each calendar quarter during the Term hereof, a complete statement signed by a Manager or an executive officer of the Tenant, showing Gross Sales for the preceding quarter. The Tenant shall utilize cash register or computer type equipment equipped with sealed continuous and cumulative totals to record all Gross Sales and which shall number consecutive rings. The Tenant agrees to maintain accounting controls and books of account, in form adequate for auditing purposes, in accordance with generally accepted accounting principles to assure the proper recording of all Gross Sales and the exclusions and deductions therefrom provided in Section 5(e) hereof.

No Percentage Rent shall be payable for any Lease Year until Gross Sales during that Lease Year exceed the applicable Base Gross Sales figure. The Tenant agrees without notice or demand from the Landlord, within twenty (20) days after the end of each month in each Lease Year during which Gross Sales so exceed the Base Gross Sales during that Lease Year and after each ensuing fiscal quarter during that Lease Year, to pay to the Landlord on account of Percentage Rent a sum equal to six (6%) percent (or seven (7%) percent for Gross Sales above $3,000,000.00)) is exceeded multiplied by the amount by which Gross

Sales during the portion of that Lease Year which had expired as of the end of such immediately preceding calendar month exceed the applicable Gross Sales, less amounts previously paid hereunder for and with respect to that Lease Year on account of Percentage Rent. Each such payment shall be accompanied by a complete statement signed by a Manager or an authorized representative of the Tenant showing the amount of Gross Sales for such immediately preceding calendar month and for that Lease Year through and including such immediately preceding calendar month.

The Tenant agrees, without notice or demand from the Landlord within sixty (60) days after the end of each Lease Year, to cause a statement of the Gross Sales of the Tenant made at, in, on and/or from the Premises for such Lease Year to be certified by a Manager or an executive officer of the Tenant, and shall be subject to further verification as provided in subsection 5(e) (v), and a copy of such statement certified by such Manager or officer shall be delivered by the Tenant to the Landlord within such sixty (60) day period, and such statement shall be accompanied by a check of the Tenant for the balance of the Percentage Rent, if any, payable with respect to such prior Lease Year. In the event that the Tenant's periodic payments of Percentage Rent shall in the aggregate exceed the Percentage Rent payable by the Tenant for the entire Lease Year, the Landlord agrees to apply any such excess against the Base Rent next due under this Lease during the next immediately succeeding month of the Term of this Lease with any balance promptly refunded to Tenant.

All statements deliverable by the Tenant to the Landlord under this Lease shall be delivered to the place where rent is then payable, or to such other place or places as the Landlord may from time to time direct by written notice to the Tenant.

(iv) The Landlord shall have the right, at any time upon prior written notice of not less than ten (10) days, within thirty-six (36) months after receipt of the annual statement of Gross Sales of the Tenant required to be furnished pursuant to this Section 5(e), to audit all of the books of account, documents, records, returns, papers, tax returns, original sales records (including, without limitation, cash register tapes, sales slips, bank statements and deposit slips, credit-card records, mail orders, telephone orders, computer records and such other sales records, if any, which would normally be examined by an independent accountant pursuant to generally accepted auditing standards in performing an audit of the Tenant's Gross Sales) and files of the Tenant relating to Gross Sales for any Lease Year; and the Tenant, on request of the Landlord, shall make all such matters available for such examination at the Landlord's office or a mutually agreeable location. If the Landlord shall have such an audit made for any Lease Year, and the Gross Sales shown by the Tenant's statement for such Lease Year shall be found to be understated by more than three (3%) percent, then the Tenant shall pay to the Landlord the reasonable out of pocket cost of such audit and all future annual statements of Gross Sales shall be certified by an independent certified public accountant. In any event, the Tenant shall promptly pay to the Landlord any deficiency in Percentage Rent plus interest at the rate of twelve (12%) percent from the date such payment should have been made to the date of payment. Such examination and audit may be made by any accountant designated in writing by the Landlord from time to time.

(v) Computation of the Percentage Rent specified herein shall be made separately with regard to each Lease Year of the Term hereof, it being understood and agreed that the Gross Sales of any Lease Year and the Percentage Rent due thereon shall have no bearing on, or connection with, the Gross Sales of any other Lease Year of the Term hereof. It is further understood and agreed that the Landlord shall in no event be construed or held to be a partner or associate of the Tenant in the conduct of the Tenant's business, nor shall the Landlord be liable for any debts incurred by the Tenant in the conduct of the Tenant's business; but it is understood and agreed that the relationship is and at all times shall remain that of landlord and tenant.

(f) **OTHER**. If a tax (other than a Federal or State net income tax) is assessed in lieu of Taxes and measured by the rents or other charges payable by Tenant to Landlord under this Lease, Tenant agrees to pay as Rent, Tenant's Proportionate Share of the same within twenty-five (25) days after billing therefor unless applicable law prohibits the payment of such tax by Tenant, and then only to the extent same are limited to the Property as if it were the only property owned by Landlord. As noted above, nothing contained in this Lease shall require Tenant to pay any estate, inheritance, succession, capital levy, corporate franchise, occupancy, transfer or income, revenues, receipts, or profits tax of Landlord, nor shall any of same be deemed Taxes, except to the extent same are substituted in lieu of Taxes, and then only to the extent same are limited to the Property as if it were the only property owned by Landlord. Landlord shall have the same rights and remedies for non-payment by Tenant of any such amounts due under this section as Landlord has hereunder for the failure of Tenant to pay the Base Rent or Additional Rent.

Landlord shall have the same rights and remedies for non-payment by Tenant of any Additional Rent, Percentage Rent or other sums due Landlord under this Lease as Landlord has under the Lease for the failure of Tenant to pay the Base Rent.

(g) **AUDIT**. Upon written request by Tenant, the Landlord shall deliver to Tenant all information, tax bills and other details reasonably necessary to verify the Operating Costs. Upon not less than fifteen (15) days prior written notice to Landlord and not more frequently than one (1) time each calendar year and, in no event more than two (2) years after the close of the period or Lease Year in question, Tenant shall have the right to inspect and/or audit the Landlord's books at the Landlord's place of business, at Tenant's sole expense. Landlord shall maintain accurate books and records of the Operating Costs for each Lease Year for a period of two (2) years after the end of such Lease Year. If any such inspection shall disclose any overcharge by Landlord, Tenant shall receive a credit against Tenant's Base Rent obligation next coming due, or, if the Lease has expired, or has been terminated and provided Tenant has paid all Rent due, such over-payments shall be promptly refunded to Tenant If such overcharge is in excess of five (5%) percent of Tenant's Proportionate Share, Landlord shall reimburse Tenant for the reasonable cost of the audit not to exceed $2,500.00.

(h) **INDEPENDENT COVENANTS**. Tenant hereby acknowledges and agrees that, except as otherwise expressly provided in this Lease, the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that Rent shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated or abated pursuant to an express provision of this Lease. Landlord and Tenant each acknowledges and agrees that the independent nature of the obligations of Tenant hereunder represents fair, reasonable, and accepted commercial practice with respect to the type of property subject to this Lease, and that this agreement is the product of free and informed negotiation during which both Landlord and Tenant were represented by counsel skilled in negotiating and drafting commercial leases in Massachusetts. Such waiver and acknowledgements by Tenant are a material inducement to Landlord entering into this Lease.

(i) **GOVERNMENTAL ORDER OF CESSATION.** In the event of a Governmental Authority prohibiting indoor dining as a result of a health pandemic or epidemic, during such period as indoor dining is prohibited, the Base Rent payable shall be reduced by seventy-five (75%) percent, but Tenant shall be required to continue to pay Additional Rent, and, if Gross Sales justify, Percentage Rent.

6. **SECURITY DEPOSIT/FINANCIALS.**

(a) Upon execution and delivery of this Lease, Tenant shall remit to the Landlord the sum of $71,701.64 (the "**Security Deposit**") which Landlord shall hold throughout the Term of this Lease, as security for the performance by Tenant of all obligations on the part of Tenant to be kept and performed,

subject, however, to reduction over the first four (4) anniversaries of the Original Term as set forth below. Landlord shall have the right from time to time, without prejudice to any other remedy Landlord may have on account thereof, to apply such Security Deposit, or any part thereof, to Landlord's damages arising from any default on the part of Tenant. Upon such application the amount so applied shall be paid by Tenant to Landlord upon demand in order that the Security Deposit may at all times be equal to the amount set forth in this Section 6. Landlord shall, unless otherwise required by law, have no obligation to pay interest on the Security Deposit and shall have the right to commingle the same with Landlord's other funds. If Landlord conveys Landlord's interest under this Lease, the Security Deposit, or any part thereof not previously applied, shall be turned over by Landlord to Landlord's grantee, and Tenant agrees to look solely to such grantee for proper application of the Security Deposit in accordance with the terms of this Section 6 and the return thereof in accordance herewith. The holder of a mortgage of the Property shall not be responsible to Tenant for the return or application of any such Security Deposit, whether or not it succeeds to the position of Landlord hereunder, except to the extent of any Security Deposit which has been received in hand by such holder.

Provided that no Event of Default hereunder has occurred and no event has occurred which with the passage of time, and/or the giving of notice, or either, would constitute an Event of Default, and provided that no portion of the Security Deposit has been used to pay for Rent or other charges for which Tenant is responsible, then the Security Deposit shall be reduced by Six Thousand Three Hundred Forty and 34/100ths Dollars ($6,340.34) upon each of the first, second, third and fourth anniversaries of the Rent Commencement Date, and such amounts shall be returned to Tenant within thirty (30) days after each such anniversary, with the remaining Forty-Six Thousand Three Hundred Forty and 28/100ths Dollars ($46,340.28) of the Security Deposit to continue to be held through the Term of this Lease (including the Extended Terms, if exercised). However, upon the occurrence of an Event of Default, or in the event a portion of the Security Deposit has been used to pay for Rent or other charges and not replenished by Tenant within ten (10) days of written notice, then this grammatical paragraph shall be null and void and Tenant shall not be entitled to the return of any further portion of the Security Deposit until the expiration of the Term.

(b) Upon Landlord's request, if the Tenant is not a public company and if the same is requested by the Landlord's mortgagee or any prospective mortgagee or buyer of the Premises, or property of which the Premises are a part, which request may be made no more often than one (1x) time during any calendar year, Tenant shall furnish to Landlord, at Tenant's sole cost and expense, (i) the most recent annual financial statement of Tenant and (ii) year to date (or year to quarter end) financials of the Tenant, all certified as being true, accurate and correct in all material respects by an officer or Manager of the Tenant, and, if audited financials are prepared by the Tenant's accountants, copies of said audited financials together with any management report.

7. **UTILITIES**. Commencing on the date the Tenant commences its leasehold improvements to the Premises, the Tenant shall pay directly to the providers of the same, electricity, gas and water separately metered for the Premises, and other utilities that are furnished to the Premises and which are separately metered to the Premises. Landlord shall, in no event, be liable for failure to perform any of its obligations, if any, when prevented from doing so due to any accident, to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies from readily available sources despite diligent efforts, or to any other cause beyond the Landlord's control, provided, however, to the extent Landlord is responsible for furnishing any such services, Landlord shall use reasonable efforts, to avoid any such interruption of services. In the event of any interruption of services, the Tenant shall nevertheless be obligated to pay its Rent in full and shall not be entitled to any abatement of Rent, except to the extent that Tenant is unable to operate its business in all or a substantial portion of the Premises due to the negligence or wrongful act of Landlord. Landlord shall be responsible for any utility, hook-up, tap sewer, and/or impact fees associated with Tenant's initial occupancy of the Premises.

8. **USE OF THE PREMISES/PERMITS**. Tenant shall initially use the Premises for the operation of a typical Mecha restaurant as currently operated at its existing locations in Connecticut including an accessory bar serving alcoholic and non-alcoholic beverages (collectively, the "**Permitted Use**") or other upscale, first class restaurant uses, to which Landlord consents, said consent not to be unreasonably withheld conditioned or delayed. In no event shall any proposed use be a Prohibited Use as defined on **Exhibit F**. Notwithstanding any of the foregoing to the contrary, the Landlord shall not be deemed to have unreasonably withheld its consent if Landlord refuses to grant consent to any proposed use which competes with the business of any other then existing tenant of the Landlord in the Coolidge Corner area or to a use which is not of the type or nature which is prevalent at first floor locations in the Coolidge Corner area.

The Tenant shall comply and cause all of its employees to comply with all reasonable rules and regulations from time to time established by the Landlord by suitable notice provided that such rules and regulations are: (i) non-financial; (ii) non-discriminatory; and (iii) do not diminish the rights of Tenant or increase its obligations under this Lease. Landlord shall not, however, be responsible for non-compliance with any such rules and regulations by any other tenant or occupant of the Building but shall enforce all rules and regulations in a uniform manner.

In the event that Tenant shall not have received (i) a building permit for its build-out from the Town of Brookline (the "**Building Permit**") and such other permits it requires ((the "**Permits**") on or before by October 4, 2021, despite its diligent and good faith best efforts to so obtain, Tenant may terminate this Lease (the "**Contingency Expiration Date**") as set forth in the succeeding sentence. Tenant shall be responsible for all fees associated with the application and issuance of such Permits. In the event the Tenant has not obtained the Permits on or before the Contingency Expiration Date, then Tenant shall have the right, upon written notice to Landlord, given in the manner set forth in Section 20 of this Lease, not later than the Contingency Expiration Date, to terminate this Lease under this Section, in which event the Tenant shall be released from all further obligations under the Lease and neither party shall have any further recourse under or arising from this Lease or otherwise. In the event the Tenant fails to give such written notice of termination on or before the Contingency Expiration Date, the right to terminate this Lease shall be null and void and of no further force or effect. The Tenant agrees to use its best efforts in seeking the approval of the Permits, and to keep the Landlord advised of the process. In the event the Tenant determines it is unlikely it will receive any of the Permits and it intends to abandon its efforts, Tenant agrees that it will promptly give the Landlord notice of the same including its reasons for its decision.

9. **COMPLIANCE WITH LAWS**. The Tenant acknowledges that no trade or occupation shall be conducted in the Premises, or use made thereof, which will be unlawful, noisy or offensive, or contrary to any law or any municipal bylaw or ordinance in force in the city or town in which the Premises are situated. The Landlord agrees to enforce any provision in existing leases, which prohibits, and agrees to prohibit in future leases, any trade or occupation, which will be unlawful, noisy or offensive or contrary to any law or any municipal bylaw or ordinance in force in the city, or town in which the Premises are situated. The Tenant, at its expense, shall comply with all rules, ordinances, orders, regulations and requirements (the "**Legal Requirements**") of all governmental authorities having jurisdiction over the Premises or the Property (hereinafter "**Governmental Authorities**" and each a "**Governmental Authority**") now or hereafter in force regarding Tenants use of the Premises, and any Board of Fire Underwriters, or any other body hereafter constituted exercising similar functions and governing insurance rating bureaus regarding Tenants use of the Premises which may impose any violation, order or duty with respect to Tenant's use of the Premises; and shall not do or permit anything to be done in or upon the Premises, or bring or keep anything therein, except as now or hereafter permitted by all Governmental Authorities, Board of Fire Underwriters or any other similar body having jurisdiction, or insurance rating bureau; and shall procure all licenses, permits or other approvals required because of such use, it being

understood that the foregoing provisions shall not be construed to broaden in any way the Permitted Use of the Premises. If the Tenant receives notice of any violation of law, ordinance, order, permit conditions or regulation applicable to Tenant's use or maintenance thereof, it shall give prompt written notice thereof to the Landlord. Tenant shall have the right to contest the assertion by any Governmental Authority of the violation of any law, statute, code, ordinance, rule or regulation and to defer compliance during the pendency of such contest, provided that the failure to comply will not subject Landlord to penalty or prosecution. Tenant hereby covenants and agrees to indemnify, defend, and hold Landlord harmless from and against any loss or damage, including reasonable attorneys' fees and related costs, to the extent resulting from any violation of any law, statute, code, ordinance, rule or regulation by Tenant or its agents or representatives that Tenant is required to comply with in accordance with this Section during the Term, which indemnifications shall survive the expiration, or earlier termination, of this Lease, unless such violations are caused by Landlord, or Landlord's agents, employees, contractors or invitees' act, omission or neglect. Landlord hereby covenants and agrees to indemnify, defend, and hold Tenant harmless from and against any loss or damage, including reasonable attorneys' fees and related costs, to the extent resulting from any violation of any law, statute, code, ordinance, rule or regulation by Landlord or its agents or representatives that Landlord is required to comply with in accordance with this Section or any other provision of the Lease or by law during the Term, which indemnifications shall survive the expiration, or earlier termination, of this Lease, unless such violations are caused by Tenant, or Tenant's agents, employees, contractors or invitees' negligent or willful misconduct.

10. **FIRE INSURANCE.** The Tenant shall not permit any use of the Premises which will make voidable any insurance on the Property of which the Premises are a part, or on the contents of said Property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The Tenant shall, promptly on demand, reimburse the Landlord, all extra insurance premiums caused by the Tenant's particular use of the Premises. In the event the extra insurance premium is caused solely and directly by a particular use by a tenant at the Property other than the Tenant, then the Landlord agrees to look solely to such tenant for the extra insurance premium.

11. **MAINTENANCE OF PREMISES.**

(a) Tenant agrees that Landlord is delivering the Premises AS IS, without any representations or warranties except as expressly set forth herein. Tenant, at its sole cost and expense, agrees to maintain, repair and replace the interior of the Premises, and all systems exclusively serving the Premises, including, without limiting the generality of the foregoing, all plumbing, electrical, HVAC and other mechanical systems exclusively serving the Premises, in good order, condition and repair, damage by fire and other casualty and condemnation only excepted, and whenever necessary, to replace plate glass and other interior glass therein. The Tenant shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Notwithstanding the foregoing, if the need for such repair arises from an act or omission of Landlord, its agents, employees or contractors, Landlord shall perform same at its sole cost. Tenant may erect its sign on the Harvard Street side of the Premises, provided, however, Tenant shall obtain written consent of Landlord before erecting any signs on the Building or Premises, which consent shall not be unreasonably withheld, conditioned or delayed; provided further however, such sign may in no event be longer than the length of the frontage of the Premises, and is otherwise permitted by the applicable municipal authorities. Landlord agrees to cooperate with Tenant in connection with obtaining the approval of any Governmental Authorities, and, if necessary, to execute and deliver any applications required by such Governmental Authorities for permits to install and maintain such signs. Tenant's initial signage, as depicted in **Exhibit C** attached hereto, is hereby approved by Landlord. All costs and expenses in obtaining approvals, erecting the signage and removal of the signage shall be Tenant's sole responsibility.

Tenant may maintain a small dumpster to be located in the private alley adjacent to the rear of the Premises and shall cause refuse to be removed by a refuse contractor, at Tenant's sole expense, at such intervals as the Landlord shall require.

(b) The Landlord at its sole cost and expenses agrees to repair, maintain and replace, as needed, the foundation and floor slab, the roof, including roof skin, gutters, and down-spouts, common hallways, and any HVAC, electric and plumbing systems serving common areas of the Building, or other Building, or the Premises, but only to the extent such systems do not serve exclusively the Premises, corridors, entrances, parking lot, landscaping, façade and exterior related common areas of the Building and the Property (and which are owned by the Landlord) and structural walls and other structural elements of the Building of which the Premises are a part, in the same condition as at the Commencement Date of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such repair, maintenance or replacement is required as a result of any act, omission or neglect of the Tenant, its employees, contractors, customers or others or those for whose conduct the Tenant is legally responsible, in which case such work shall be at the expense of the Tenant. Systems which serve exclusively the Premises shall be repaired, maintained or replaced at the sole cost and expense of the Tenant, except as expressly provided elsewhere in the Lease. Landlord shall, at Landlord's cost and expense, make any and all repairs required as a result of the acts or omissions of Landlord or its employees, agents, tenants (other than Tenant as set forth herein) and contractors, or required as a result of any breach by Landlord, or those for whom Landlord is responsible, of any provision of this Lease. Landlord shall cause all repairs required to be made by Landlord to be made in a good and workmanlike manner and shall use reasonable efforts to minimize interference with or disruption to the business of Tenant or any subtenant, concessionaire or licensee of Tenant. Tenant acknowledges that Landlord shall have no snow or ice removal responsibilities at any area of the Property.

(c) Tenant shall not place a load upon any floor in the Premises exceeding the lesser of (i) the floor load per square foot of area which such floor was designed to carry and (ii) the floor load per square foot of area which is allowed by applicable law. Business machines and mechanical equipment shall be maintained by Tenant at Tenant's expense in settings sufficient to absorb and prevent vibration, noise and annoyance. Any moving of heavy equipment, machinery or freight shall be at the sole risk and hazard of Tenant, excepting only to the extent of damages caused by any negligent or wrongful act or omission or misconduct of Landlord and Landlord's agents, employees, contractors or invitees, and Tenant will exonerate, indemnify and save Landlord harmless against and from any liability, loss, injury, claim or suit resulting from such moving, excepting only the negligence or wrongful misconduct of Landlord and Landlord's agents, employees, contractors or invitees.

(d) Tenant acknowledges that, in all events, Tenant is responsible for providing security to the Premises and its own personnel while in the Premises, and Tenant shall indemnify, defend with counsel reasonably satisfactory to Landlord, and save Landlord harmless from any claim for injury to person or damage to property asserted by any personnel, employee, guest, invitee or agent of Tenant which is suffered or occurs in the Premises by reason of the act of an intruder or any other person in the Premises, excepting only the negligence or wrongful misconduct of the Landlord or its employees, agents, contractors or invitees.

12. **ACCEPTANCE OF PREMISES/ALTERATIONS - ADDITIONS.**

(a) The Tenant agrees to accept the Premises "As Is" and "with all faults" condition. The Tenant shall not make structural alterations or additions to the Premises without Landlord's consent, which consent may be withheld in the Landlord's sole discretion. Tenant may make non-structural alterations, additions, replacements and repairs with Landlord's consent, which consent shall not be unreasonably withheld, delayed or conditioned. In the event the Landlord grants its consent to alterations or additions,

Landlord may condition approval of such alterations or additions on Tenant agreeing to restore the Premises to their condition prior to such leasehold improvements at Tenant's sole expense, provided Landlord so notifies the Tenant of such requirement at the time Landlord grants its consent. Tenant may perform alterations, additions, and improvements of a non-structural nature which in the case of any one project cost less than Twenty-five Thousand Dollars ($25,000.00) without obtaining the Landlord's consent. All alterations shall be at Tenant's expense and shall be in quality at least equal to the present construction. At Tenant's request, Landlord shall join with Tenant in applying for all necessary permits to be obtained from Governmental Authorities for any alteration to be performed by Tenant in or to the Premises. Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant and shall cause any such lien to be released of record within thirty (30) days after receipt of notice thereof without cost to Landlord. Except to the extent Landlord has timely notified Tenant of the requirement that Tenant remove, at the termination of occupancy, any such alterations or improvements made by the Tenant, such alterations or improvements shall become the property of the Landlord at the expiration or earlier termination of this Lease as provided herein; provided however, (i) throughout the term of this Lease, all alterations and improvements shall be and remain the property of Tenant and Tenant alone shall be entitled to the benefits of ownership and (ii) Tenant shall be entitled to remove all of its personal property and trade fixtures including slat-walls, upon the expiration or earlier termination of the Lease. In the event of a casualty, and the Lease is not terminated, the Tenant shall be responsible at its expense to restore or replace all such alterations and improvements.

(b) Tenant acknowledges and agrees that Landlord shall have no obligation of any kind or nature to improve, renovate or remodel the Premises or any portion thereof or the Building or any portion thereof as a result of this Lease or, except as provided in the next grammatical paragraph of this subsection 12(b), to provide any tenant allowances of any kind, and Tenant shall construct all leasehold improvements to the Premises at Tenant's sole cost and expense, in accordance with the provisions of this Section 12. Throughout the term of this Lease, all alterations and improvements shall be and remain the property of Tenant and Tenant alone shall be entitled to the benefits of ownership.

Provided that (i) the Tenant has built out the Premises in substantially in accordance with Tenant's Plans (as defined in Section 12(c), (ii) this Lease remains in full force and effect and (iii) there has occurred no Event of Default which remains uncured or default which with the passage of time or the giving of notice or both would constitute an Event of Default, Landlord shall pay to Tenant an improvement allowance (the "**Improvement Allowance**") in four (4) annual installments each in the amount of Forty Thousand and 00/100 Dollars ($40,000.00) on the first (1st) first, second (2nd), third (3rd) and fourth (4th) anniversary of the Rent Commencement Date. In the event the Landlord fails to pay to Tenant any portion of any of said four (4) instalments within seven (7) days of written notice from Tenant, then Tenant may deduct so much of the Rent next coming due until it has recouped any portion due from but not paid by Landlord.

(c) All leasehold improvements constructed by Tenant within the Premises (the "**Tenant's Work**") shall be done in accordance with plans and specifications prepared by Tenant's architects and engineers, first approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed. Tenant shall be responsible for all costs and expenses associated with the Tenant's space planning and plans and specifications. In the event the Landlord grants its approval to leasehold improvements, Landlord may condition approval of such alterations or additions on Tenant agreeing to demolish the improvements at the expiration or earlier termination of the Lease, at Tenant's sole expense, provided Landlord so notifies the Tenant of such requirement at the time Landlord grants its consent. Thereafter, Tenant may perform alterations, additions and improvements of a non-structural nature, costing less than Twenty-Five Thousand Dollars ($25,000.00) without obtaining Landlord's approval. Tenant shall submit to Landlord for Landlord's approval Tenant's final plans and specifications for Tenant's construction within

sixty (60) days of the date hereof and Landlord shall have ten (10) business days to review such plans and specifications and either approve said plans and specification which approval shall not be unreasonably withheld, conditioned or delayed or reasonably disapproves such plans and specifications. If Landlord reasonably disapproves such plans, Landlord shall specify the reasons for its disapproval of any aspect of such plans. Tenant shall prepare any revisions to such plans and specifications which may be reasonably necessary as a result of Landlord's disapproval and complete and revise the same. The modification and resubmission shall continue until the plans and specifications have been approved by Landlord and Tenant (such approved plans and specifications herein called "**Tenant's Plans**"). If Landlord shall not have approved a submission, or stated what changes Landlord requires thereto, on or before the tenth (10th) day after receipt of such submission, the submission shall be deemed approved. Once the plans and specifications have been approved by Landlord, Tenant agrees that it shall submit them to the Brookline Building Department within ten (10) business days of approval. Tenant acknowledges that failure to submit Tenant's final plans and specifications within sixty (60) days of the date hereof, or to submit to the Building Department within the aforesaid ten (10) business day period shall, at the option of the Landlord, which option may be exercised at any time thereafter, constitute an Event of Default under this Lease.

Landlord and Tenant shall initial the plans and specifications after the same have been submitted by Tenant and approved by Landlord. Tenant agrees that Tenant's construction shall be built in accordance with such final plans and specifications. Landlord shall not be deemed unreasonable for withholding approval of any improvements, alterations or additions which (1) adversely affect any structural, mechanical, plumbing, HVAC, electrical or exterior elements of the Building, or (ii) will materially increase the cost of construction or of insurance or taxes on the Building or the Premises, unless Tenant agrees in writing to pay all such costs. Tenant shall provide Landlord with a full set of as-built plans for the Premises so improved upon completion of such improvements if such plans are required to be prepared for issuance of the required permit. Any roof penetrations required by Tenant's improvements or alterations shall be performed by Landlord's roofer at Tenant's expense.

Landlord agrees to cooperate with Tenant in all respects in making applications for permits, and to promptly execute and return any documents requiring Landlord's execution in connection with such applications. Upon Tenant's receipt of any required permits, Tenant may commence to perform Tenant's Work.

Landlord acknowledges and agrees that Landlord shall not charge the Tenant any fee or other charge for the supervision and/or overhead associated with the Tenant's Work.

(d) All construction work in the Premises shall be done in a good and workmanlike manner and in compliance with the Lease, all applicable laws and ordinances, regulations and orders of any and all Governmental Authorities and reasonable requirements of insurers of the Building or the Premises. Tenant and Landlord further covenant that it shall promptly remove or cause to be removed any contractors or laborers in connection with Tenant's Work which result in a labor dispute with any personnel providing services at the Building. Before Tenant begins any work, it shall secure all licenses and permits necessary therefor and cause each contractor to carry (1) workmen's compensation insurance in statutory amounts covering all the contractor's and subcontractors' employees, and (2) comprehensive public liability insurance with limits in no event less than $2,000,000.00; and (3) property damage insurance with limits of not less than $2,000,000.00 (all such insurance to be written in companies of national standing and insuring Landlord and Tenant as well as the contractors), and to deliver to Landlord certificates of all such insurance; and secure builders risk insurance against loss or damage to Tenant's Work pending completion and deliver evidence of such insurance to Landlord. Tenant agrees to pay promptly when due the entire cost of any work done in the premises by Tenant, its agents, employees or independent contractors, and not to cause or permit any liens for labor or materials performed or furnished in connection with its work to attach to the Premises and to discharge any such liens which may attach within thirty (30) days after receipt of notice

thereof. Landlord may inspect the work at any time upon notice to and accompanied by Tenant and without interfering with Tenant's business. Tenant shall indemnify Landlord and hold it harmless from and against any cost, claim, or liability arising from any work done by or at the direction of Tenant, except to the extent any cost, claim or liability arise from any negligent act or omission or misconduct of the Landlord or its agents, employees and contractors. All work shall be done so as to minimize interference with other tenants and with Landlord's operation of the Building or other construction work being done by Landlord. Tenant shall have the right to select and use general contractors and subcontractors of Tenant's choosing to control the performance of the Tenant's Work.

Landlord shall indemnify Tenant and hold it harmless from and against any cost, claim, or liability arising from any work done by or at the direction of Landlord. All work shall be done so as to minimize interference with the Tenant's business or use of the Premises to the extent reasonably possible.

(e) Without limiting any other provision of this Lease in performing any alterations or improvements to the Premises permitted by the terms of this Lease, Tenant shall be obligated at its sole cost and expense to perform any and all such alterations and improvements to the Premises as now or hereafter required by any law or ordinance, whether now existing or hereafter enacted, including, without limiting the generality of the foregoing, the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.) and all similar state and municipal laws and any regulations promulgated pursuant thereto effective from time to time during the term of this Lease, and any period of holding over by Tenant (**"ADA Requirements"**) and Tenant shall be responsible at its sole cost and expense to make any and all alterations or improvements to the Premises so required by any such law or ordinance, including, without limitation the ADA Requirements, but Tenant shall have no obligation whatsoever to bring any elements of the Building other than the Premises into compliance with the ADA Requirements, all of which shall be Landlord's responsibility.

13. **ASSIGNMENT - SUBLEASING**. (a) The Tenant shall not assign or sublet or otherwise transfer, voluntarily or involuntarily, the whole or any part of the Premises or this Lease, or allow any other person to occupy the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, provided the assignee is a first class, upscale restaurant and provided further the Tenant shall give Landlord written notice of the proposed material terms of the assignment, transfer or sublet and that the proposed assignee or subtenant is of good reputation, sound financial condition, provided further that Tenant shall pay all reasonable legal and other fees incurred by Landlord in connection with reviewing and approving any such assignment or sublet, said fees not to exceed Two Thousand Dollars ($2,000.00) in the case of any one proposed assignee or subtenant. The Tenant shall give the Landlord written notice of the proposed material terms of any proposed assignment or other transfer or sublease and such other information regarding the assignee or subtenant as Landlord shall reasonably require. Notwithstanding such consent, Tenant shall remain fully liable to Landlord for the payment of all Base Rent and Additional Rent and for the full performance of the covenants and conditions of this Lease. It shall also be a condition of the validity of the assignment that the assignee agrees directly with Landlord, in form mutually and reasonably satisfactory to Landlord and such assignee, to be bound by all Tenant obligations under this Lease, including, without limitation, to be jointly and severally liable for all Rent. The acceptance by the Landlord of the payment of Rent or Additional Rent following an assignment, sublease or other transfer not approved shall not be deemed in and of itself to be a consent by the Landlord to any such assignment, sublease or transfer nor shall the same constitute a waiver of any right or remedy of the Landlord.

(b) In the event of an assignment or sublet of the Premises except in the case of a Permitted Transfer, the Base Rent, effective on the effective date of such assignment or sublet, shall become the greater of (i) the Base Rent in effect immediately prior to the assignment or sublet or (ii) the Fair Market Rent established in the manner described on **Exhibit E** for the remainder of the then current Lease Year,

and shall increase annually by seventy-five (75%) of the change in the CPI, as described in the following grammatical paragraph. The successor Tenant shall continue to be responsible to pay Tenant's Proportionate Share.

In other words, for commencing with the Lease Year following the assignment or sublet, and each Lease Year thereafter, Base Rent shall be increased by adding to the Base Rent in effect for the previous Lease Year (as previously increased pursuant to this provision) the product of:

(i) the Base Rent (as previously increased pursuant to this provision) times x

(ii) 75% (3/4th) of percentage increase in the CPI during said immediately preceding one-year period.

In no event, however, will said Base Rent ever be less than the Base Rent in effect for the immediately preceding one -year period.

For the purposes of this Section 13, "CPI" shall mean the Consumer Price Index for All Urban Consumers (CPI-U) (Revised), Boston, Massachusetts. All Items--Series A (1982-84 = 100) as published by the United States Bureau of Labor Statistics; and the percentage increase therein shall be calculated on the basis of the Index figure for the reporting date next prior to each Base Rent re-computation date. It is the purpose and intent of the parties, by these adjustment provisions, *subject to the annual limitation of 75% of the increase*, to maintain the purchasing power of the aforesaid percentage of the Base Rent (as previously increased) throughout the remainder of the Lease term, as it may be extended,, by means of periodic adjustments; and further, that such adjustments be measured and determined by reference to the Consumer Price Index in effect, and generally as it is calculated, computed and constituted as of the date of this Lease. Such adjustments shall be made as of Base Rent re-computation date so that the purchasing power of such amount shall in no event be less than the purchasing power of an equivalent amount as of the immediately preceding Base Rent re-computation date. Accordingly, for example, if the compilation and/or publication of such Index shall be discontinued or transferred to any other governmental department or bureau or agency, Landlord shall fix an alternative index or method to compute such change in the Base Rent so as to reflect the parties' intention as aforesaid. Likewise, if such Index shall be modified, as to components, computing methods or otherwise, Landlord may fix an alternative index or method, as aforesaid, or Landlord may utilize an appropriate conversion factor so as to achieve substantially the same result as would have been obtained if the Consumer Price Index in effect and as computed, calculated and constituted as of the date of this Lease were still then in effect.

In the event of an assignment or sublet resulting in a modification of Base Rent to Fair Rental Value, the obligation of Tenant to pay Percentage Rent shall cease for the balance of the term of the Lease.

(c) Provided Tenant shall not be in default under the Lease, beyond any applicable grace or cure period, Tenant shall have the right, without Landlord's prior written consent, but with prompt written notice to Landlord), to assign the Lease or sublet the Premises to (i) any Affiliate or to any parent corporation of Tenant or entity into which Tenant is merged or consolidated; (ii) any Affiliate or entity under common control with Tenant or any Affiliate or entity under common control with a parent or subsidiary of Tenant; (iii) any entity of which Tenant, Tenant's parent, or entity under common control with Tenant is a shareholder or partner; or (iv) any entity which acquires all or substantially all of the stock of Tenant, by merger, consolidation, acquisition or other business reorganization, or an entity which acquires all of the business and assets of Tenant in Massachusetts (each a "**Permitted Transfer**"), provided, however, in any such case, any such assignee or sublessee shall continue to operate a substantially similar restaurant with substantially similar price points for its offerings, failing which, the Base Rent shall automatically increase as provided in the immediately preceding subsection 13(b). An "**Affiliate**" shall

mean any corporations or other business entities which control, are controlled by, or are under common control with the entity in question. Notwithstanding such assignment or sublet, Tenant shall remain fully liable to Landlord for the payment of all Base Rent and Additional Rent and for the full performance of the covenants and conditions of this Lease except in the case of an assignment where the proposed assignee has demonstrated to Landlord's reasonable satisfaction a net worth and current assets which are both in excess of the net worth and current assets of Tenant as of the execution of this Lease and as of the time of the proposed assignment.

(d) Without limitation of the rights of Landlord hereunder in respect thereto, if there is any assignment of this Lease by Tenant for consideration or a subletting of the whole of the Premises by Tenant at a rent which exceeds the rent payable hereunder by Tenant, or if there is a subletting of a portion of the Premises by Tenant at a rent in excess of the subleased portion's pro rata share of the rent payable hereunder by Tenant, then Tenant shall pay to Landlord, as additional rent, forthwith upon Tenant's receipt of the consideration (or the cash equivalent thereof) therefor less all costs incurred by Tenant in connection with such assignment and/or in the case of a subletting, (including, without limitation, brokerage commissions, professional fees, fit-up costs and costs of carrying the subject space during a reasonable marketing period), fifty (50%) percent of such excess rent after recovering all out of pocket costs incurred by Tenant in connection with such assignment or sublet. For the purposes of this Section 13, the term "**rent**" shall mean all Base Rent, Additional Rent and Percentage Rent but not 'key money,' business sales proceeds, or any other payment and/or consideration payable by one party to another incident to the transfer of the Tenant's right to the use and occupancy of all or a portion of the Premises. Upon request, the Tenant shall promptly furnish the Landlord with true, accurate and complete copies of any assignment or sublease and all related documents.

(e) Under no circumstances whatsoever shall the Lease be assigned to, or the Premises sublet to, any tenant proposing to use the Premises or any portion thereof for any of the Prohibited Uses described on **Exhibit C.**

14. **RIGHTS OF MORTGAGEE**.

(a) Subordination of Lease. Except to the extent that it may be provided otherwise by written agreement between Tenant and a mortgagee, or otherwise elected, this Lease shall be subordinate to any mortgage or to any other voluntary lien affecting the Property or Building or any part thereof, now existing or hereafter granted, provided, in the case of any such mortgage or lien, a subordination, non-disturbance and attornment agreement is executed and delivered to the Tenant by such holder in a form substantially similar to the form attached as Exhibit D. Any mortgagee shall have the right, at its option, to subordinate its mortgage to this Lease, in whole or in part, by recording a unilateral declaration to such effect.

(b) Entry and Possession. Upon entry and taking possession of the Property by a mortgagee, for the purpose of foreclosure or otherwise, such mortgagee shall have all the rights of Landlord, and shall be liable to perform all the obligations of Landlord arising and accruing during the period of such possession by such mortgagee.

(c) Right to Cure. No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to mortgagees of record, of whom Tenant has been given written notice, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights; and (ii) such mortgagees, after such notice, have failed or refused to correct or cure the condition complained of within thirty (30) days of providing notice to such

mortgagees, but nothing contained in this Section shall be deemed to impose any obligation on any such mortgagees to correct or cure any such condition.

(d) Prepaid Rent. No Rent shall be paid more than thirty (30) days prior to the due dates thereof except for estimated rent payments if any, required by the Lease, and, as to any mortgagees of whom Tenant has been given written notice, payments made in violation of this provision shall (except to the extent that such rents are actually received by such mortgagee) be a nullity as against such mortgagee and Tenant shall be liable for the amount of such payments to such mortgagee.

(e) Continuing Offer. The covenants and agreements contained in this Lease with respect to the rights, powers and benefits of a mortgagee (particularly, without limitation thereby, the covenants and agreements contained in this Section) constitute a continuing offer to any person, corporation or other entity, which by accepting or requiring an assignment of this Lease or by entry or foreclosure assumes the obligations herein set forth with respect to such mortgagee; every such mortgagee is hereby constituted a party to this Lease as an obligee hereunder to the same extent as though its name was written hereon as such; and such mortgagee shall be entitled to enforce such provisions in its own name.

(f) Subordination. Notwithstanding the foregoing provisions of this Section, Tenant agrees, at the request of Landlord or any mortgagee, to execute and deliver promptly any certificate or other instrument which Landlord or such mortgagee may reasonably request to further evidence the subordination this Lease and all rights of Tenant hereunder to any mortgage, and to all advances made under such mortgage and/or agreeing to attorn to such mortgagee in the event that it succeeds to Landlord's interest in the Property, provided that (i) the holder of any such mortgage shall execute and deliver to Tenant a subordination, non-disturbance agreement in a form substantially similar to Exhibit F to the effect that, among other things, in the event of any foreclosure of such mortgage, such holder will not name Tenant as a party defendant to such foreclosure nor disturb its possession under the Lease. Landlord agrees to deliver to Tenant, at no charge to Tenant, a subordination, non-disturbance and attornment agreement from all of Landlord's current and future mortgagee(s) in a form substantially similar to the form attached hereto as **Exhibit F** simultaneously with the execution and delivery of this Lease.

(g) Limitations on Liability. Nothing contained in the foregoing section or in any such non-disturbance agreement or non-disturbance provision shall impose upon any such holder any liability (i) for the initial erection or initial completion of the Building, or (ii) in the event of damage or destruction to the Building or the Premises by fire or other casualty, for any repairs, replacements, rebuilding or restoration except such repairs, replacements, rebuilding or restoration as can reasonably be accomplished from the net proceeds of insurance actually received by, or made available to, such holder, or (iii) for any default by Landlord under the Lease occurring prior to any date upon which such holder shall become Tenant's landlord except to the extent the same continues after the holder has become Tenant's landlord and has had a reasonable opportunity to correct the same, or (iv) for return of any security deposit or other funds unless the same shall have been received by such holder, and any such agreement or provision may so state.

(h) Estoppel Certificate. (i) Tenant agrees, at any time and from time to time, within twenty (20) days' of written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is presently in full force and effect and unmodified except as may be indicated, with a true and correct copy of the Lease and any and all amendments and side agreements, if any, attached; the commencement and expiration dates of the Term; that the Tenant has accepted possession of the Premises except as may be indicated, any initial improvements required by the terms of this Lease to be made by the Landlord have been completed to the satisfaction of the Tenant except as may be indicated; that no rent under the Lease has been paid more than thirty (30) days in advance of its due date (except for security deposits, if any, in a specified amount) and except for estimated rent payments, if any, required by

the Lease; that the addresses for notices to be sent to the Tenant is as set forth in the Lease or as specified in such certificate; that the Tenant, to its knowledge, as of the date of executing the certificate has no charge, lien or claim of offset under the Lease, or otherwise, against rents or other charges due thereunder except as may be indicated; and that the Landlord, to Tenant's knowledge, is not in default of its obligations under this Lease beyond any applicable grace or cure period, except as may be indicated. In addition, in the event the Tenant receives written notice from the Landlord and the holder of a mortgage, deed in trust or ground lease on the Property so requesting, and further provided mortgagee agrees not to disturb Tenant's possession and delivers a subordination, non-disturbance and attornment agreement substantially similar to Exhibit D, the Tenant shall enter into a written agreement with the holder of such mortgage, deed in trust or ground lease providing that: (1) the Tenant will not pay any rent under the Lease more than thirty (30) days in advance of its due date (except for security deposits and estimated rent payments, if any, required by the Lease); (2) Tenant will not enter into or consent to the modification of any of the terms of this Lease which reduces the rent or the term of this Lease, or otherwise diminish this Lease as security for the mortgage nor to the termination thereof by the Landlord except by the exercise of such rights granted to Landlord by the terms of this Lease without mortgagee's consent, such consent not to be unreasonably withheld, delayed or conditioned; (3) except by the exercise of such rights granted to Tenant by the terms of this Lease, Tenant will not seek to terminate this Lease by reason of any act or omission of the Landlord until the Tenant shall have given written notice of such act or omission to the holder of such mortgage, deed of trust or ground lease (at such holder's last address furnished the Tenant) and the applicable cure period provided to Landlord under this Lease shall have elapsed following the giving of such notice, but in no event less than thirty (30) days from notice of the act or omission, during which period such holder shall have the right, by shall not be obligated to remedy such act or omission. Such agreement shall be of no effect unless the Tenant is furnished by the mortgagee, or ground lessor, with a copy of an assignment to it of the Landlord's interest in this Lease. Notwithstanding anything in this Lease to the contrary, including, the provisions of Section 19, the cure period within which to cure a default as a result of the Tenant's failure to deliver an estoppel certificate under this Section within twenty (20) days of written request by the Landlord (as set forth above), shall be seven (7) business days after Tenant receives written notice of such default (by reason of Tenant's failure to deliver the estoppel within twenty (20) days) and failure to cure within said seven (7) business days shall constitute an Event of Default under this Lease.

(ii) Landlord agrees, at any time and from time to time, within twenty (20) days' of written request by Tenant, to execute, acknowledge and deliver to Tenant a statement in writing certifying that this Lease is presently in full force and effect and unmodified except as may be indicated, with a true and correct copy of the Lease and any and all amendments and side agreements, if any, attached; the commencement and expiration dates of the Term; that rent in accordance with the terms of the Lease has been paid through the date noted in such statement; that the addresses for notices to be sent to the Landlord is as set forth in the Lease or as specified in such certificate; that the Landlord, to the knowledge of the party executing, as of the date of executing the certificate has no charge, lien or claim against the Tenant or under the Lease, or otherwise, except Rents or other charges due or to become due thereunder according to the terms of the Lease except as may be indicated; and that the Tenant, to the knowledge of the party executing, is not in default of its obligations under this Lease except as may be indicated. Landlord's failure to comply with its obligations in this Section 14(h)(ii) shall be considered a default hereunder. Notwithstanding anything in this Lease to the contrary, the cure period for this default shall be seven (7) business days after Landlord receives written notice of such default.

(i) Assignment of Lease. With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage or ground lease on property which includes the Premises, Tenant agrees:

(a) that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage, or the ground Landlord, shall not be treated in and of itself as an assumption by such holder

or ground Landlord of any of the obligations of Landlord hereunder, unless such holder or ground Landlord shall succeed to Landlord's rights, title and interest in this Lease or the Building or enters into possession; and

(b) such holder or ground lessor shall be treated as having assumed Landlord's obligations hereunder only upon succeeding to Landlord's right, title and interest under this Lease or in the Building or takes possession. In no event shall the acquisition of title to the Building and the Property on which the same is located by a purchaser which, simultaneously therewith, leases the entire Building or such land back to the seller thereof, be treated as an assumption by operation of law or otherwise of Landlord's obligations hereunder, but Tenant shall look solely to such seller-tenant, and its successors from time to time in title, for performance of Landlord's obligations hereunder. For all purposes, such seller-tenant, and its successors in title, shall be the landlord hereunder unless and until purchaser-Landlord succeeds to Landlord's interest under this Lease or takes possession.

15. **LANDLORD'S ACCESS.** The Landlord or agents of the Landlord may, at all reasonable times, and, except in emergencies, upon twenty-four (24) hours notice and accompanied by Tenant, enter the Premises (so long as such entry does not unreasonably interfere with the conduct of Tenant's business) to make such repairs and alterations as Landlord is permitted or required to perform under this Lease and may, during the last twelve (12) months of the Term upon notice to and accompanied by Tenant, show the Premises to others, and at any time within twelve (12) months before the expiration of the Term (unless Tenant has exercised an Extension Option, may affix to any suitable part of the Premises a notice for letting or selling the Premises or Property of which the Premises are a part and keep the same so affixed without hindrance or molestation. Landlord reserves the right from time to time, without unreasonable interference with Tenant's use or business or access to or visibility of the Premises: (a) to install, use, maintain, repair, replace and relocate for service to the Premises and other parts of the Building, or either, pipes, ducts, conduits, wires and appurtenant fixtures in locations which will not unreasonably interfere with Tenant's business or use of the Premises; (b) to alter any other common facilities or areas of the Building or Property, provided that substitutions are of substantially equivalent quality or better so long as such changes do not reduce the square feet of the Premises; (c) to change the size of any common facility or area, or the location and nature of any common facility or area; (d) to make, and from time to time change, reasonable rules and regulations relating to the use of the common facilities and areas provided such rules and regulations are non-financial, non-discriminatory, uniformly enforced and do not diminish Tenant's use of the Premises or rights under this Lease; (e) temporarily close any common facilities or areas to make repairs or changes or to prevent the acquisition of easements or a dedication to public use, or to discourage use of such facilities by anyone not entitled thereto provided that Landlord shall at all times maintain reasonable access to and visibility of the Premises, and (f) to do any other reasonable act or thing with respect to the common facilities or areas which in Landlord's sole reasonable judgment may be reasonably desirable to improve the convenience and utility of the common facilities and areas to the occupants of the Building of which the Premises are a part; provided that Landlord shall exercise any of the foregoing rights in such a manner as not to unreasonably interfere with Tenant's use of the Premises, or access thereto or visibility thereof and further provided that Landlord shall comply with the requirements of Section 38 in performing all of the foregoing.

16. **INDEMNIFICATION AND LIABILITY.**

(a) The Tenant shall save the Landlord and its trustees, beneficiaries, servants, agents and employees, harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, or by any nuisance made or suffered on the Premises, unless such loss is caused by the neglect or default of the Landlord, its agents, employees, contractors or invitees. Subject to the parties' waiver of subrogation set forth in Section 24, to the maximum extent permitted by law, Tenant hereby indemnifies and covenants to save Landlord and its trustees, beneficiaries, servants, agents and employees, harmless

from and against any and all claims, damages, liabilities or penalties asserted by or on behalf of any person, firm, corporation or public authority:

(i) on account of or based upon any injury to person, or loss of or damage to property, sustained or occurring on the Premises on account of or based upon the act, omission, fault, negligence or misconduct of any person other than the Landlord or its trustees, beneficiaries, servants, agents, employees, contractors, unless caused by any negligent act or omission or wrongful misconduct of Landlord or Landlord's agents, employees, contractors or invitees;

(ii) on account of or based upon any injury to person, or loss of or damage to property, sustained or occurring in or about the Property of which the Premises are a part and other than on the Premises (and, in particular, without limiting the generality of the foregoing, on or about the stairways, entranceways, corridors, sidewalks, concourses, approaches, area ways, or other appurtenances and facilities used in connection with the Property or the Premises) arising out of the use or occupancy of the Property or the Premises by the Tenant or by any person claiming by, through or under Tenant, and caused by the act, omission, fault, negligence or misconduct of the Tenant or its servants, agents, employees or independent contractors unless such loss or damage is caused by any negligent act or omission or willful misconduct of Landlord or Landlord's agents, employees, contractors or invitees; and

(iii) on account of or based upon (including monies due on account of) any work or thing whatsoever done by Tenant or its contractors, or agents or employees of either, on the Premises during the Term of this Lease and during the period of time, if any, prior to the Rent Commencement Date when Tenant may have been given access to the Premises unless such loss or damage is caused by any negligent act or omission or willful misconduct of Landlord or Landlord's agents, employees, contractors or invitees;

and, in respect of any of the foregoing, from and against all costs, expenses (including, without limitation, reasonable attorneys' fees) and liabilities incurred in or in connection with any such claim, or any action or proceeding brought thereon.

Tenant shall not generate, store, release, transport, dispose of or otherwise handle within or about the Property any substance, waste or material deemed hazardous, toxic or a contaminant under any federal, state or local statute, law, ordinance, rule or regulation, order or decision (hereinafter, any "**Hazardous Substance**") except for customary office supplies and cleaning materials and other minimal materials customarily used in the operation of Tenant's business, but always in compliance with all applicable laws. Tenant shall defend, indemnify and hold harmless Landlord and any mortgagee of Landlord from and against any and all liability, claims, actions, administrative proceedings, judgments, damages, penalties, loss, cost, or expense, including without limitation, reasonable attorneys' fees, reasonable consultants' fees and clean-up costs, arising from the release of any Hazardous Substance on the Premises or at the Property caused by Tenant and arising out of the generation, storage, release, transportation, disposal or other handling of any Hazardous Substance at or near the Premises or the Property by Tenant, its employees, contractors or agents occurring on or following the Tenant's or Tenant's agents initial entry into the Premises or Property.

The indemnifications set forth in this Section 16(a) shall survive the expiration, or earlier termination, of this Lease.

Tenant's use and occupancy of the Premises and its use of such other portions of the Building as the Tenant is given the right to use shall be at Tenant's sole risk, and to the fullest extent permitted by law, the Landlord shall have no responsibility or liability for any loss or damage to the Tenant's property except if such loss or damage is caused by any negligent act or omission or wrongful acts of the Landlord or its agents, employees, contractors or invitees.

(b) Landlord hereby indemnifies and covenants to save Tenant and its officers, shareholders, servants, agents and employees, harmless from and against any and all claims, damages, liabilities or penalties asserted by or on behalf of any person, firm, corporation or public authority:

(i) on account of or based upon any injury to person, or loss of or damage to property, sustained or occurring on the Premises or Property on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord or its trustees, beneficiaries, servants, agents, employees, contractors or invitees;

(ii) on account of or based upon any injury to person, or loss of or damage to property, sustained or occurring in or about the Property of which the Premises are a part and other than on the Premises (and, in particular, without limiting the generality of the foregoing, on or about the stairways, entrances, corridors, sidewalks, concourses, approaches, area ways, or other appurtenances and facilities used in connection with the Property or the Premises) arising out of the negligence or misconduct of the Landlord or its trustees, beneficiaries, servants, agents, employees or independent contractors; and/or

(iii) on account of, or based upon, any breach of this Lease by Landlord.

and, in respect of any of the foregoing, from and against all costs, expenses (including, without limitation, reasonable attorneys' fees) and liabilities incurred in or in connection with any such claim, or any action or proceeding brought thereon.

Landlord shall defend, indemnify and hold harmless Tenant from and against any and all liability, claims, actions, administrative proceedings, judgments, damages, penalties, loss, cost, or expense, including, without limitation, reasonable attorneys' fees, consultants' fees and clean-up costs arising out of any Hazardous Substance or asbestos or radon (i) existing at or near the Property as of the date of this Lease or (ii) arising at any time out of the generation, storage, release, transportation, disposal or other handling of any Hazardous Substance at or near the Premises or the Property by Landlord, its employees, invitees, contractors or agents.

The indemnifications set forth in this Section 16(b) shall survive the expiration, or earlier termination, of this Lease.

17. **TENANT'S LIABILITY AND PROPERTY INSURANCE**. (a) The Tenant shall maintain in full force, from the date upon which Tenant first enters the Premises for any reason, with respect to the Premises comprehensive public liability insurance written on an occurrence basis and including contractual liability coverage to cover any liabilities assumed under this Lease in the amount of $3,000,000.00, with property damage insurance in limits of $2,000,000.00.

All insurance required under this Section 17 shall be effected by policies issued by responsible companies qualified to do business in Massachusetts and in good standing therein insuring the Landlord as an additional insured, as well as Tenant, against injury to persons or damage to property as provided herein for liability coverage only. The Tenant shall deposit with the Landlord certificates evidencing such insurance at or prior to the commencement of the Term, and thereafter within five (5) days prior to the expiration of any such policies. Landlord shall be named an additional insured on such coverages. All such insurance certificates shall provide that such policies shall not be canceled or amended without at least twenty (20) days' prior written notice to each insured named therein. An increased coverage or "umbrella policy" may be provided and utilized to increase the coverage provided by individual or blanket policies in lower amounts, and the aggregate liabilities provided by all such policies shall be satisfactory provided they

otherwise comply with the provisions of this Section 17. Each policy carried by either party shall be written as a primary policy not contributing with, and not in excess of, coverage carried by the other. The Landlord shall have the right from time to time to require reasonable modifications and increase in such minimum limits upon notice to the Tenant, provided that any such increase shall provide coverage of a nature and in amounts similar to coverage on like properties in the Greater Boston area as reasonably determined by Landlord.

The Tenant shall also maintain in full force and effect from the date upon which the Tenant first enters the Premises for any reason, throughout the Lease Term and thereafter so long as the Tenant is in occupancy of any part of the Premises, property insurance covering the Tenant's furnishings, fixtures, equipment or other personal property of the Tenant written on an "All Risk" basis for full replacement cost.

The Tenant agrees that Landlord shall not be responsible or liable to Tenant, or those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying or using adjoining premises, or for any loss or damage resulting to the Tenant or those claiming by, through or under Tenant, or its or their property as a result of such acts or omissions, except that to the extent required by applicable Massachusetts law, the foregoing shall not exculpate the Landlord from its own negligent acts or omissions. The Landlord agrees that Tenant shall not be responsible or liable to Landlord, or those claiming by, through or under Landlord, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying or using adjoining premises, or for any loss or damage resulting to the Landlord or those claiming by, through or under Landlord, or its or their property as a result of such acts or omissions.

(b) During the Term of this Lease, Landlord shall obtain and maintain the following insurance coverage and the Tenant shall be billed for its Proportionate Share of the annual insurance premiums related thereto as part of the Operating Costs pursuant to Section 5(b) above: (i) all risk hazard insurance covering the Building, and all other improvements owned by the Landlord on the Property of which the Premises are a part for the full replacement value thereof, exclusive of the cost of excavations, footings and foundations; (ii) general liability insurance covering the Property containing the Premises written on an occurrence basis and including contractual liability coverage for personal injury, bodily injury and property damage claims in the amount of Five Million Dollars ($5,000,000.00), with property damage insurance in limits of Two Million Dollars ($2,000,000.00) and such other endorsements as the Landlord's insurance advisors recommend; (iii) loss of rent insurance of twelve (12) months; and (iv) such other reasonable insurance coverages which Landlord may deem necessary to protect the Premises and the Building and the Property of which the Premises are part, provided that such coverages and amounts are customary for similar properties in the Greater Boston Metropolitan area.

18. **FIRE, CASUALTY - EMINENT DOMAIN**. In the event of loss of, or damage to, the Premises or the Building by fire or other casualty, the rights and obligations of the parties hereto shall be as follows:

(a) If the Premises, or any part thereof, shall be damaged by fire or other casualty, Tenant shall give prompt notice thereof to Landlord, and Landlord, upon receiving such notice, shall proceed promptly and with due diligence, subject to the provisions of this Section 18, building codes, zoning ordinances and regulations, unavoidable delays, and the availability of insurance proceeds, to repair, or cause to be repaired, such damage. If the Premises or any part thereof shall be rendered untenantable by reason of such damage, whether to the Premises or to the Building, the Base Rent and Additional Rent shall proportionately abate for the period from the date of such damage to the date sixty (60) days after when such damage shall have been repaired. If it is not practical to remain open for business in the tenantable portion during restoration and Tenant closes, Base Rent and Additional Rent otherwise payable by the Tenant shall totally abate, until the date which is sixty (60) days after the date when such damage shall have been repaired.

(b) If, as a result of fire or other casualty, the whole or a substantial portion of the Building is rendered untentantable, Landlord, within sixty (60) days from the date of such fire or casualty, may terminate this Lease by notice to Tenant, specifying a date not less than thirty (30) nor more than sixty (60) days after the giving of such notice on which the Term of this Lease shall terminate. If Landlord does not so elect to terminate this Lease, then Landlord shall (to the extent that insurance proceeds are made available for such purpose and subject to the provisions of this Section 18, building codes, zoning ordinances and regulations, unavoidable delays, to repair, or cause to be repaired, such damage) proceed as promptly as is commercially reasonably and with all reasonable diligence to repair the damage to the Premises and all facilities serving the same, if any, which shall have occurred, and the Base Rent and Additional Rent shall meanwhile proportionately abate, all as provided in Subsection (a) of this Section. However, if Landlord does not commence repair of the Premises and access thereto within six (6) months after the date of such fire or casualty, or if such damage is not repaired and the Premises and access thereto restored to substantially the same condition as they were prior to such damage within twelve (12) months from the date of such damage, Tenant within thirty (30) days from the expiration of such six (6) or twelve (12) month period, as the case may be, or from the expiration of any extension thereof by reason of unavoidable delays as hereinafter provided, may terminate this Lease by notice to Landlord, specifying a date not more than thirty (30) days after the giving of such notice on which the Term of this Lease shall terminate. The period within which the required repairs may be accomplished shall be extended by the number of days, not to exceed three (3) months, lost as a result of unavoidable delays, which term shall be deemed to include all delays beyond the Landlord's reasonable control. In the event of a fire or other casualty within the last twelve (12) months of the Original Term, unless the Tenant has exercised the Extension Option, or during the last twelve (12) months of the Extended Term, if Landlord does not commence repair of the Premises and access thereto within three (3) months after the date of such fire or casualty, or if such damage is not repaired and the Premises and access thereto restored to substantially the same condition as they were prior to such damage within six (6) months from the date of such damage, Tenant within thirty (30) days from the expiration of such three (3) or six (6) month period, as the case may be, or from the expiration of any extension thereof by reason of unavoidable delays as hereinafter provided, may terminate this Lease by notice to Landlord, specifying a date not more than thirty (30) days after the giving of such notice on which the Term of this Lease shall terminate.

(c) If the Premises shall be rendered untenantable, in whole or in part, by fire or other casualty during the last year of the Term of this Lease, as described in Section 34, either party may terminate this Lease effective as of the date of such fire or other casualty upon notice to other party given within ninety (90) days after such fire or other casualty. Notwithstanding the foregoing, Landlord's election to terminate shall become void if, within twenty (20) days after receipt of Landlord's notice of termination, Tenant exercises an option to extend the Lease Term for the Extension Option (if any) next following the fire or other casualty.

(d) Landlord shall not be required to repair or replace any of Tenant's business machinery, trade equipment, cabinet work or other leasehold improvements which have not become a part of the realty, (unless Landlord has notified Tenant upon their installation that such improvements will be deemed part of the Premises upon the expiration or earlier termination of the Lease), furniture, personal property or other installations which have not become a part of the realty, and no damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or of the Building.

(e) In the event of any termination of this Lease pursuant to this Section 18, the Term of this Lease shall expire as of the effective termination date as fully and completely as if such date were the date originally fixed herein for the end of the Term of this Lease.

(f) An independent architect's certificate, given in good faith, shall be deemed presumptive evidence of the truth of the statements therein contained.

(g) If the whole of the Premises is taken under the power of eminent domain or shall be condemned for any public or quasi-public use, the Lease and the Term hereof shall cease and expire as of the earlier of the date of vesting of title as a result of the taking, or the date possession of the Premises must be surrendered to the appropriate governmental agency having jurisdiction over such taking.

In the event that the whole or any substantial part of the Building shall be taken or appropriated by eminent domain or shall be condemned for any public or quasi-public use, or (by virtue of any such taking, appropriation or condemnation) shall suffer any substantial damage for which Landlord or Tenant shall be entitled to compensation, then (and in any such event) this Lease and the Term hereof may be terminated at the election of Landlord by a notice in writing of its election so to terminate which shall be given by the Landlord to Tenant within sixty (60) days following the date on which Landlord shall have received notice of such taking, appropriation or condemnation. In the event that any part of the Premises or of the means of access thereto within the perimeter of the Property so as to substantially interfere with the use of the Premises shall be so taken, appropriated or condemned, then (and in any such event) this Lease and the Term hereof may be terminated at the election of Tenant by a notice in writing of its election so to terminate which shall be given by Tenant to Landlord within sixty (60) days following the date on which Tenant shall have received notice of such taking, appropriation or condemnation.

Upon the giving of any such notice of termination (either by Landlord or Tenant) this Lease and the Term hereof shall terminate on or retroactively as of the date on which Tenant shall be required to vacate any part of the Premises or shall be deprived of a substantial part of the means of access thereto. In the event of any such termination, this Lease and the Term hereof shall expire as of the effective termination date, as fully and completely as if such date were the date originally fixed herein for the end of the Term of this Lease. If neither party (having the right so to do) elects to terminate, Landlord will proceed as promptly as is commercially reasonably and with all reasonable diligence, with reasonable diligence and at Landlord's expense, restore the remainder of the Premises (exclusive of leasehold improvements, which shall be the Tenant's responsibility), or the remainder of the means of access, as nearly as practicably may be to the same condition as obtained prior to such taking, appropriation or condemnation in which event (i) a just proportion of the Base Rent and Additional Rent, according to the nature and extent of the taking, appropriation or condemnation and the resulting permanent injury to the Premises and the means of access thereto, shall be permanently abated from the date of the taking, and (ii) a just proportion of the remainder of the Base Rent and Additional Rent, according to the nature and extent of the taking, appropriation or condemnation and the resultant injury sustained by the Premises and the means of access thereto, shall be abated from the date of the taking until sixty (60) days after what remains of the Premises and the means of access thereto shall have been restored as fully as may be possible for permanent use and occupation by Tenant hereunder. Further, if neither party (having the right so to do) elects to terminate, then, in connection with the restoration of Tenant's leasehold improvements, Tenant shall not be required to expend more than the amount awarded to Tenant for such leasehold improvements. If in the reasonable judgment of the Tenant, it is not practical to remain open for business in the tenantable portion during restoration and Tenant closes, Base Rent and Additional Rent will totally abate in full until sixty (60) days after what remains of the Premises and the means of access thereto shall have been restored as fully as may be possible for permanent use and occupation by Tenant hereunder. Except for any award specifically reimbursing Tenant for moving or relocation expenses and the value of its trade fixtures, equipment and Tenant's improvements and Tenant's other damages, there are expressly reserved to Landlord all rights to compensation and damages created, accrued or accruing by reason of any such taking, appropriation or condemnation, in implementation and in confirmation of which Tenant does hereby acknowledge that Landlord shall be entitled to receive and retain all such compensation and damages, grants to Landlord all and whatever rights (if any) Tenant may have to such compensation and damages (except as set forth above), and agrees to

execute and deliver all and whatever further instruments of assignment as Landlord may from time to time reasonably request. In the event of any taking of the Premises or any part thereof for temporary use, (i) this Lease shall be and remain unaffected thereby, and (ii) Tenant shall be entitled to receive for itself any award made for such use, provided, that if any taking is for a period extending beyond the Term of this Lease, such award shall be apportioned between Landlord and Tenant as of the Termination Date.

In no event shall the Landlord have any obligation to make any repairs or perform any restoration work under this Section 18 if prevented from doing so by reason of any cause beyond its reasonable control, including, without limitation, the requirements of any applicable laws, codes, ordinances, rules or regulations, or in the event of damage to or destruction of any portion of the Building which is not fully covered by the insurance proceeds received by the Landlord or in the event that any portion of the insurance proceeds must be paid over to or are retained by the holder of any mortgage on the Property and in such events Landlord or Tenant may terminate this Lease by written notice to the other, given within thirty (30) days after the date of notice to the other that said damage or destruction is not so covered, or that the proceeds are not available for repair of the damage or destruction. Further, the Landlord shall not be obligated to make any repairs or perform any restoration work to any fixtures in or portions of the Premises or the Building which were constructed or installed by Tenant and which are not the property of the Landlord.

19. **DEFAULT AND BANKRUPTCY.**

(a) In the event (each an "**Event of Default**"):

(i) The Tenant shall fail to pay any installment of Base Rent or Additional Rent when due and such failure shall continue beyond five (5) days after its receipt of notice of such default from Landlord (which notice may be via email notwithstanding Section 20), provided, however, in the event the Landlord shall not be required to give more than three (3) such notices in any calendar year;

(ii) The Tenant shall fail to perform or observe any other of the Tenant's covenants, agreements, or obligations hereunder on Tenant's part to be performed and such default shall not be corrected within thirty (30) days after written notice thereof, or, in the case of non-monetary defaults which are not reasonably susceptible to being cured within thirty (30) days, within such longer period as may be reasonable, provided Tenant promptly commences and diligently pursues such cure, or in the event of a condition which threatens the safety or security of the Property or occupants thereof, the Tenant fails to commence to correct such condition within such shorter time as may be reasonably practical or to diligently pursue such cure;

(iii) The Tenant shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Tenant's property for the benefit of creditors or any receiver or trustee is appointed for all or any portion of the Tenant's property or any involuntary or voluntary proceedings are begun under any bankruptcy or similar laws for reorganization or arrangements to settle, satisfy or extend payment of debts and, with respect to an involuntary proceeding, the same is not dismissed vacated or stayed within ninety (90) days provided however, Tenant shall not be deemed to be in default for so long as Tenant or its assignee or subtenant shall continue to pay Rent and perform the other obligations on Tenant's part to be performed; or

(iv) If the Tenant's interest in this Lease shall be taken by execution or other process of law or devolve upon or pass to another person by operation of law or otherwise (excluding a permitted assignment as described in Section 13) not stayed, vacated or dismissed within ninety (90) days.

then the Landlord shall have the right immediately or at any time thereafter, while such Event of Default continues, to declare the term of this Lease ended and to terminate this Lease, without prejudice to any remedies which might be otherwise used for arrears of Rent or other Event of Default.

(b) If this Lease shall have been terminated as provided in Section 19(a), then Landlord may, seek to re-enter the Premises either by summary proceedings, ejectment or other legal proceeding, and to remove and disposses Tenant and all other persons and any and all property from the same, as if this Lease had not been made. Anything contained herein to the contrary notwithstanding, Tenant may not be evicted nor the Premises reentered or repossessed, without Landlord first obtaining an order of eviction from a court of competent jurisdiction, such order authorizing reentry/repossession, such order obtained in an adversarial proceeding affording Tenant an opportunity to be heard.

(c) In the event that this Lease is terminated under any of the provisions contained in Section 19(a) or shall be otherwise terminated by breach of any obligation of Tenant, Tenant covenants and agrees forthwith to pay and be liable for, on the days originally fixed herein for the payment thereof, amounts equal to the several installments of Base Rent and other Rent and charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if Landlord has not entered or re-entered, as aforesaid, but in the event the Premises be relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent and other charges received by Landlord in reletting, after deduction of all reasonable expenses incurred in reletting the Premises (including, without limitation, brokerage fees and the like), and in collecting the rent in connection therewith, in the following manner:

Amounts received by Landlord after reletting shall first be applied against such Landlord's expenses, until the same are recovered, and, when and if such expenses have been completely recovered, the amounts received from reletting by Landlord as have not previously been applied shall be credited against Tenant's obligations as of each day when a payment would fall due under this Lease, and only the net amount therefor shall be payable by Tenant. Further, amounts received by Landlord from such reletting for any period after the date when the term of this Lease is scheduled to expire according to its terms (without regard to any extension term) shall not be credited against obligations of Tenant hereunder accruing prior to such expiration date.

(d) (i) At any time within eighteen (18) months after such termination and whether or not Landlord shall have collected any damages as aforesaid, as liquidated final damages and in lieu of all other damages beyond the date of notice from Landlord to Tenant, at Landlord's election, Tenant shall pay to Landlord such a sum as at the time of the giving of such notice represents the amount of the excess, if any, of the present value of total rent and other benefits which would have accrued to Landlord under this Lease from the date of such notice for what would be the then unexpired Lease Term if the Lease terms had been fully complied with by Tenant over and above the then discounted present value of the Rent due under the Lease for the balance of the Lease Term, as if said Lease had not been terminated.

(ii) For the purposes of this Article, if Landlord elects to require Tenant to pay damages in accordance with the immediately preceding paragraph, the total rent shall be computed by assuming that Tenant's Proportionate Share of Operating Expenses would be, for the balance of the unexpired Term from the date of such notice, the present value amount thereof (if any) for the immediately preceding Lease year payable by Tenant to Landlord.

(e) In case of any re-entry or dispossession by summary proceedings or other legal proceeding, Landlord shall use its reasonable efforts to (i) re-let the Premises or any part or parts thereof and to collect the proceeds of the re-letting, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease and may grant commercially reasonable and customary concessions

or free rent to the extent that Landlord reasonably considers advisable or necessary to re-let the same and (ii) make such alterations, repairs and decorations in the Premises as Landlord in its sole but reasonable judgment considers advisable or necessary for the purpose of reletting the Premises; and the making of such alterations, repairs and decorations shall not operate in and of themselves or be construed in and of themselves to release Tenant from liability hereunder as aforesaid. Landlord shall in no event be liable in any way whatsoever for failure to re-let the Premises, or, in the event that Premises are re-let, for failure to collect the rent under re-letting but agrees to use reasonable efforts in connection with re-letting and collecting rents. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease.

(f) The specified remedies to which Landlord may resort hereunder are not intended to be exclusive of any remedies or means of redress to which Landlord may at any time be entitled lawfully, and Landlord may seek to invoke any remedy (including the remedy of specific performance) allowed at law or in equity as if specific remedies were not herein provided for, provided, however, Landlord shall not be permitted to accelerate rentals except in accordance with Section 19(d) above.

(g) Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default provided Landlord promptly commences and diligently pursues such corrections, after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation. Tenant will not seek to terminate this Lease by reason of any act or omission of the Landlord until the Tenant shall have given written notice of such act or omission to the holder of such mortgage, deed of trust or ground lease (at such holder's last address furnished the Tenant) and until the later of (i) expiration of the cure period provided to Landlord under this Lease shall have elapsed following the giving of such notice or (ii) thirty (30) days after notice to the holder of such mortgage, deed of trust or ground lease, during which period such holder shall have the right, but shall not be obligated, to remedy such act or omission. Such agreement shall be of no effect unless the Tenant is furnished by the mortgagee, or ground lessor, with a copy of an assignment to it of the Landlord's interest in this Lease.

(h) Even though an Event of Default has occurred, the Lease shall continue in effect for so long as Landlord does not terminate Tenant's right of possession as described above, and Landlord may seek to enforce all of its rights and remedies under the Lease, including without limitation, the right to receive rent as it becomes due. If an Event of Default has occurred, after the expiration of the applicable notice and cure period provided in this Lease, in the observance or performance of any conditions or covenants on Tenant's part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the Landlord, without being under any obligation to do so and without thereby waiving such Event of Default, may remedy such Event of Default for the account and at the expense of the Tenant. If the Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligation incurred, with interest at eleven (11%) percent per annum and costs, shall be paid to the Landlord by the Tenant as Additional Rent within twenty-five (25) days after Landlord presents an invoice with back-up material to Tenant.

(i) In the event that Tenant shall become a Debtor or files a Petition under Chapter 7 or 11 of the Bankruptcy Code, and the Trustee or Debtor in Possession, as the case may be, shall fail to elect to assume this Lease within sixty (60) days after the filing of the petition relating thereto (as such sixty (60) day period may be extended by the Court), this Lease shall be deemed to have been rejected. Landlord shall be thereupon immediately entitled to seek possession of the Premises without further obligation to

Tenant or the Trustee, and this Lease shall be terminated, but Landlord's right to be compensated for damages both at law and as provided in this Lease in such liquidation proceeding shall survive.

In no event shall this Lease, if the Term hereof has expired or has been terminated in accordance with the provisions hereof, be revived.

20. **NOTICE**. Except as provided in Section 19(a), any notice from relating to this Lease, the Premises or to the occupancy thereof shall be in writing and shall be deemed duly delivered three (3) business days after mailing by certified mail, return receipt requested, postage prepaid or one (1) business day after delivery to a nationally recognized overnight courier service, such as FedEx or UPS. All notices to Tenant shall be sent to the address of Tenant set forth in the first Section of this Lease, *Attention: Tony Pham*, and all rent and all notices to Landlord shall be sent to Landlord c/o The Blakely Group, 68 Harvard Street, Brookline, MA 02445 unless notice is given of an alternative mailing addresses in the manner prescribed above.

21. **SURRENDER**. The Tenant shall at the expiration or other termination of this Lease remove all Tenant's goods, trade fixtures, alterations not required to remain a part of the Premises by written notice to Tenant by Landlord at the time of their installation. and effects from the Premises and Tenant's slat-walls (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed by the Tenant, either inside or outside the Premises). Tenant shall deliver to the Landlord the Premises and all keys, locks thereto, and other non-movable fixtures connected therewith and all alterations not required to be removed by written notice from Landlord at the time of their installation and additions made to or upon the Premises, in the same condition as they were at the commencement of the Term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty or a taking only excepted. In the event of the Tenant's failure to remove any of Tenant's property from the Premises, then, upon ten (10) days prior notice, Landlord is hereby authorized, at the sole risk of Tenant, unless arising from the negligent acts or omissions or misconduct of the Landlord, to remove and store any of the property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, all upon ten (10) days' notice to Tenant any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

In addition to all such remedies, Tenant further agrees that any holding over by it which has not been consented to in writing by Landlord shall be treated as a tenancy at sufferance at the rate of two (2) times the monthly rent, plus other charges then applicable as of the date of the expiration or earlier termination of this Lease, and such tenancy at sufferance shall otherwise be on the terms and conditions set forth in this Lease so far as applicable. Any monies received after the termination date of the Lease will be applied for "use and occupancy only" and will not reestablish the tenancy and shall otherwise be on the terms and conditions set forth in this Lease, as far as applicable. Tenant recognizes that the Landlord must arrange for a replacement occupant long in advance of the expiration or earlier termination of the Term of this Lease, and incident to consummating a new lease for the Premises demised hereunder, Landlord may be required to guarantee delivery of possession to the new occupant promptly upon the expiration or earlier termination of this Lease. Accordingly, Tenant specifically agrees to remove all of its goods and effects and to deliver full possession of the Premises to Landlord not later than the date of the expiration or earlier termination hereof in order to avoid harm to Landlord, Tenant agrees that Landlord shall have the right to seek all remedies available at law or in equity for Tenant's failure so to do. In the event that Tenant shall hold over for more than thirty (30) days after the expiration or earlier termination of this Lease, Tenant shall be liable for all damages and/or losses incurred by Landlord as a result of any holding over.

22. **BROKERAGE**. Landlord and Tenant represent and warrant to each other that they have not dealt with any broker in connection with the Premises except Newmark, Knight Frank ("**Tenant's Broker**") and Conviser Property Group ("**Landlord's Broker**"). The brokerage commissions due to

Tenant's Broker and Landlord's Broker shall be paid by Landlord in accordance with a separate written agreement with said brokers if, as and when the Tenant takes occupancy and pays the Security Deposit and the first full month's Rent. Tenant hereby indemnifies Landlord for any claims for commission by any third parties arising from the acts or conduct of Tenant and Landlord hereby indemnifies Tenant from any claims for commission by any third parties arising from any acts or conduct of Landlord.

23. **QUIET ENJOYMENT**. Tenant shall, upon paying the Rent reserved hereunder and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed, peaceably and quietly have and hold the Premises without hindrance or molestation by any person or persons claiming by, through or under, Landlord, subject, however, to the terms of this Lease. It is understood and agreed that this covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective ownership of Landlord's interest hereunder.

24. **WAIVER OF SUBROGATION**. Landlord and Tenant hereby release each other, to the extent of their respective insurance coverages, from any and all liability for any loss or damage caused by fire, any of the extended coverage casualties, or other casualties insured against, even if such fire or other casualty shall be brought about by the fault or negligence of the party benefited by the release of its agents. Landlord and Tenant each agree that their respective fire, extended coverage, and other insurance policies will include such a clause denying to the insurer subrogation rights against the other party and any mortgagee.

25. **ENTIRE AGREEMENT; EXECUTION AND HEADNOTES**. This Lease together with all Exhibits referred to herein and the Summary of Basic Terms sets forth the entire agreement between the parties hereto, supersedes all prior writings, discussions, offers and other agreements, and cannot be modified or amended, except in writing duly executed by the respective parties. No oral statement or prior written matter shall have any force or effect. Landlord and Tenant agree that they are not relying on any representations or agreements other than those contained in this Lease. This Lease is executed as a sealed instrument and in multiple counterparts and shall collectively be deemed one instrument. The headnotes throughout this Lease are for convenience of reference only and shall in no way be held or deemed to define, limit, explain, describe, modify or add to the interpretation, construction or meaning of any provision of this Lease.

26. **NO WAIVER**. No assent, express or implied, to any breach of any agreement or condition herein contained, and no waiver, express or implied, of any such agreement or condition shall be deemed to be a waiver of or an assent to any succeeding breach of the same or any other agreement or condition; the acceptance of Rent or other payment hereunder, or silence as to any breach, shall not be construed as waiving any of the party's rights hereunder unless such waiver shall be in writing. No acceptance of a lesser sum than then due shall be deemed to be other than on account of the earliest installment of such Rent or charge due, nor shall any endorsement or statement on any check or any charge be deemed an accord and satisfaction, and a party may accept any partial check or payment without prejudice to such party's right to recover the balance of such installment or pursue any other remedy provided in this Lease.

27. **SUMMARY OF BASIC TERMS**. The Summary of Basic Terms which is affixed to this Lease sets forth certain basic terms and information which is thereafter referred to in the main text of this Lease. Every reference to the Summary of Basic Terms, or to a particular item thereon, shall have the effect of incorporating the Summary, or the particular item thereof, into the main text of the Lease.

28. **PARTIAL INVALIDITY**. The invalidity of one or more phrases, sentences, clauses or articles shall not affect the remaining portions of this Lease, and if any part of this Lease should be declared

invalid by the final order, decree or judgment of a court of competent jurisdiction, this Lease shall be construed as if such invalid phrases, sentences, clauses or articles had not been inserted.

29. **NO RECORDING**. Tenant shall not record this Lease and any recording of this Lease by Tenant shall constitute a material breach by Tenant and shall entitle Landlord, at its election to immediately terminate this Lease and exercise all remedies for Tenant's default hereunder. At the request of either party, the parties shall execute, deliver and record a Notice of Lease with the appropriate registry.

30. **RIGHT TO PERFORM TENANT'S ACTS**. Tenant covenants and agrees that, if it shall, at any time, fail to make any payment or perform any other act on its part to be made or performed as in this Lease provided, and Tenant fails to cure same within thirty (30) days of written notice thereof, or in the event the performance of such act(s) (excluding therefrom any payment obligation) cannot be cured within thirty (30) days written notice thereof, despite due diligence unless Tenant has promptly commenced and diligently pursues, or such shorter time in the event of an emergency, Landlord, in its sole reasonable discretion, may make any payment or perform any other act on the part of the Tenant to be made and performed as in this Lease provided, in such manner and to such extent as Landlord may reasonably deem necessary, and in exercising any such rights, Landlord may pay reasonable necessary and incidental costs and expenses, employ counsel, and incur and pay reasonable attorneys' fees. The making of any such payment or the performing of any other act by the Landlord pursuant to this Section shall not waive, or release the Tenant from, any obligations of the Tenant in this Lease contained. All sums so paid by Landlord and all reasonably necessary and incidental costs and expenses in connection with the performance of any such act by Landlord shall, except as otherwise in this Lease expressly provided, be payable to Landlord within twenty-five (25) days after Landlord presents an invoice (with backup materials) to Tenant, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the non-payment thereof by Tenant as in the case of and Event of Default by Tenant in the payment of the Base Rent.

31. **LIMITATION OF LANDLORD'S LIABILITY**. The obligations of the Landlord hereunder shall be binding upon Landlord and each succeeding owner of the Landlord's interest hereunder only during the period of such ownership and Landlord and each succeeding owner shall have no liability whatsoever except for its obligations during each such respective period. Tenant hereby agrees for itself and each succeeding holder of the Tenant's interest, or any portion thereof, hereunder, that any money judgment, decree or award obtained against the Landlord or any succeeding owner of the Landlord's interest, which is in any manner related to this Lease, the Premises or the Tenant's use and occupancy of the Premises or the common areas of the Building or Property, whether at law or in equity, shall be satisfied out of the Landlord's interest in the Building or Property and the rents and income from the Property and Building, and further agrees to look only to such assets and to no other assets of the Landlord, or any succeeding owner, for satisfaction thereof. Neither the Landlord or its managers, trustees, officers, partners, shareholders, employees, or members nor beneficiaries or other successors or assigns of Landlord shall ever have any personal liability hereunder. The foregoing limitation shall not operate to bar the Tenant from seeking injunctive or other equitable relief from a court of competent jurisdiction or any other form of relief other than monetary damages. In no event shall Landlord ever be liable to Tenant for any indirect, special or consequential damages suffered by Tenant from whatever cause, including, without limitation, loss of profits or loss of opportunities.

32. **ATTORNEYS' FEES AND EXPENSES**. Unless prohibited by applicable law, each party agrees to pay to the prevailing party the amount of all reasonable legal fees and expenses incurred in any litigation arising out of or resulting from any act or omission by the other party with respect to this Lease or the Premises, including without limitation, any breach by the other party of its obligations hereunder.

33. **MISCELLANEOUS.** If any payment shall not be paid within ten (10) days of when past due, there shall be a late charge of five (5%) percent of the amount not paid within said ten (10) day period, and, additionally, the same shall bear interest from the date when the same was due and payable until the date paid, at an interest rate equal to twelve (12%) percent per annum. Tenant understands and agrees that Landlord does not extend credit, and that all such payments are payable in full as and when due in accordance with the provisions hereof. Payments not received by Landlord when due shall constitute unanticipated late payments and shall be subject to the aforesaid delinquency charges on account thereof.

34. **TENANT'S OPTION TO EXTEND.** (a) The Tenant shall have the option (each an "**Extension Option**" and collectively the "**Extension Options**") to extend the Term of this Lease specified in Section 3 hereof (herein referred to as the "**Original Term**") for two (2) additional periods of five (5) years each (hereinafter referred to as the "**First Extended Term**" and the "**Second Extended Term**"). Such options to extend may be exercised as hereinafter provided. Subject to the provisions of Section 34(c), the Tenant may exercise the aforesaid first Extension Option by giving written notice to the Landlord of Tenant's election to extend the Original Term of this Lease, provided that such written notice shall be given not less than twelve (12) months prior to the expiration of the Original Term and, provided Tenant has exercised the first Extension Option for the First Extended Term, may exercise the second Extension Option, provided that such written notice shall be given not less than twelve (12) months prior to the expiration of the First Extended Term. Upon exercise of such Extension Option as aforesaid, and subject to the provisions of Section 34(b) the Term of this Lease shall be automatically extended by the applicable five (5) year period without the requirement of any further instrument, upon the same terms and conditions set forth in this Lease, and Landlord shall not be obligated to provide any so called "free rent" or tenant improvement allowance or other tenant inducements, and, **subject to the provisions of Section 13,** Base Rent for the First Extended Term, and, if applicable, Second Extended Term, shall be as follows:

Year	Monthly Base Rent	Annual Base Rent
11	$13,673.73	$164,084.72
12	$14,083.94	$169,007.26
13	$14,506.46	$174,077.48
14	$14,941.65	$179,299.80
15	$15,389.90	$184,678.79

Year	Monthly Base Rent	Annual Base Rent
16	$15,851.60	$190,219.16
17	$16,327.14	$195,925.73
18	$16,816.96	$201,803.50
19	$17,321.47	$207,857.61
20	$17,841.11	$214,093.34

In addition to the above Base Rent, Tenant shall continue to be responsible for the Additional Rent and Percentage Rent set forth in Section 5.

In the event of an assignment or sublet, except in the case of a Permitted Transfer, the above Base Rents shall not apply and Base Rent for the remainder of the Lease Year in which the assignment or sublet

occurs shall be the Fair Lease Rent as established in the manner described in Section 13(b) and in **Exhibit D**, and thereafter shall increase each year by 75% of the increase in the CPI as described in Section 13.

In the event that one or both Extension Options are duly exercised, all references contained in this Lease to the Term hereof, whether by number of years or number of months, shall be construed to refer to the Original Term hereof extended as aforesaid, whether or not specific reference thereto is made in this Lease.

(b) Conditions Precedent to Exercise. Notwithstanding any contrary provision of this Section 34 or any other provision of this Lease, the Extension Options and any exercise by Tenant of either of the Extension Options shall be void and of no effect unless on the date Tenant notifies Landlord that it is exercising the Extension Option and on the date of commencement of the applicable Extended Term (i) this Lease is in full force and effect, and (ii) no Event of Default beyond any applicable grace or cure period on the part of Tenant is uncured by Tenant at the time of the giving of such extension notice or at the date of commencement of the Extension Term.

(c) Amendment. In the event Tenant elects to exercise the Extension Option as set forth in this Section 34, Landlord and Tenant agree to enter into an amendment to this Lease to confirm such exercise.

35. **GUARANTY.** Not Applicable

36. **WAIVER OF LANDLORD'S LIEN.** Landlord hereby waives any statutory or common law, landlord lien and distraint for rent against Tenant's personal property, inventory, equipment, trade fixtures, personalty, accounts receivable, and proceeds thereof conferred on Landlord by any law now existing or hereafter enacted.

37. **RENT ADJUSTMENT.** Upon the expiration or other termination of this Lease, (i) any item of Rent which is payable to the date of expiration of this Lease or earlier termination of this Lease which is not then ascertainable shall be paid to Landlord when the same is determined, and (ii) any refund to Tenant resulting from any action or proceeding to obtain a reduction of Taxes shall be paid by Landlord to Tenant when collected by Landlord.

38. **COMMON AREAS.** Landlord agrees to keep and maintain the common facilities and areas owned by Landlord in good condition and repair, reasonable wear and tear and casualty excepted (excluding from such obligation snow plowing and removal and removal of trash, which as provided above, are the Tenant's sole responsibility). To the extent the Tenant is not satisfied with the existing municipal lighting, Tenant shall be solely responsible, at Tenant's sole cost, to provide such additional lighting as it requires.

Tenant shall not be required to join any merchants' association for the Property.

39. **LANDLORD REPRESENTATIONS AND COVENANTS.** Landlord represents and covenants to Tenant as follows:

(a) Landlord is the fee owner of the Property and the only monetary encumbrance to which the Property is subject is to a Mortgage, Fixture Filing, Assignment of Rents and Security Agreement dated August 11, 2016 recorded with the Norfolk Registry of Deeds in Book 34353, Page 487;

(b) The capacity of Landlord to execute and deliver this Lease is not impaired by any restriction of law or otherwise;

(c) Landlord has received no written notice that the Property or any portion thereof is currently in violation of any applicable codes and ordinances, including, without limitation, all building, electrical, plumbing and fire/life safety; and

(d) Landlord has no current plans to add additional floors or otherwise enlarge the Building.

40. **WAIVER OF TRIAL BY JURY**. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by the parties hereto on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any emergency, summary or statutory remedy.

41. **RELATIONSHIP OF PARTIES**. Nothing herein contained shall be deemed or construed by the parties hereto, nor by a third party, as constituting Landlord a partner of Tenant in the conduct of Tenant's business, or constituting Tenant a partner of Landlord in the conduct of Landlord's business, or as creating the relationship of principal and agent or joint venturers between the parties hereto, it being the intention of the parties hereto that the relationship between them is and shall at all times be and remain that of Landlord and Tenant only.

42. **INTERPRETATION**. Wherever in this Lease the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The article headings used herein are for reference and convenience only. The words "re-enter" and "reentry" as used in this Lease are not restricted to their technical legal meanings. It is agreed that the terms and provisions of this Agreement have been the result of negotiations between the parties and that neither party shall be considered the drafter for purposes of resolution of uncertainties, or in interpretation of the terms and provisions hereunder contained.

43. **APPLICABLE LAW**. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

44. **EXCLUSIVITY OF USE.** Landlord hereby agrees not to hereafter lease any other portion of the Building to any third party which is primarily a ramen/noodle soup restaurant.

45. **CONTINUOUS USE**. Tenant shall continuously operate the business in the Premises hereunder for the entire term of this Lease, maintaining hours substantially similar to hours of operation as of the first year of the term.

46. **CONSENT.** If Tenant shall request Landlord's consent or joinder in any instrument pertaining to this Lease, including, without limiting the generality of the foregoing, a landlord waiver and/or consent or estoppel certificate, or the like, Tenant agrees to promptly reimburse Landlord for the legal fees incurred by Landlord in processing such request, whether or not Landlord complies therewith; and if Tenant shall fail to promptly reimburse Landlord, the same shall be deemed to be a default in Tenant's obligations to Landlord.

47. **CONFIDENTIALITY**. Landlord and Tenant shall keep all of the terms and conditions of this Lease confidential and shall not disclose the same to any third party, except its attorneys, accountants, lenders, family members, and other advisors, and prospective purchasers who have a need to know and who agree to keep the terms and conditions confidential.

48. **FACSIMILE SIGNATURES/ COUNTERPARTS.** Facsimile, scanned or other electronic signatures shall be deemed originals for all purposes. This Agreement may be signed in multiple counterparts and collectively shall be deemed one instrument.

49. **AUTHORITY.** If Tenant is a corporation or a limited liability company, each of the persons executing this instrument on behalf of Tenant hereby covenants and warrants that Tenant is a duly existing and valid corporation or limited liability company, as is the case, and that the person(s) so executing this Lease have been duly authorized and directed to so execute and deliver this Lease. Further, if Tenant is a corporation or a limited liability company, Tenant shall deliver to Landlord, at the time of execution of this Lease a secretary's certificate or other certificate of authority and incumbency attesting to the authority of the individual executing this Lease on behalf of Tenant, but, at the option of Landlord, failure to do so shall not invalidate this Lease.

50. **RESTAURANT PROVISION.** The Tenant covenants and agrees that during the entire term of this Lease, the Tenant will conduct in the Premises an upscale, first class restaurant serving first-quality food, and that the Premises will be kept clean at all times. The Tenant agrees to use all efforts which may be necessary to minimize odors and noises in the Premises and emitted therefrom. In addition, whether installed within or outside of the Premises, any so-called grease traps/interceptors shall be cleaned and maintained on a regular schedule and in accordance with any applicable governmental authorities, but no less frequently than quarterly, or such greater frequency as the Landlord shall reasonably require.

To the extent such grease traps/interceptors are located outside of the Premises, Tenant's obligations hereunder are conditioned on Tenant having access thereto and the right to effect such cleaning and maintenance.

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

51. SALE OF LIQUOR.

(a) Liquor License. As noted above in Section 8, the Tenant agrees to apply for, seek and use all diligent and best efforts to obtain approval by the appropriate Governmental Authorities of the Town of Brookline and the Commonwealth of Massachusetts prior to the Contingency Expiration Date, as soon as possible for a Liquor License, as defined in Section 8. For the purposes hereof, such Liquor License shall be considered approved either by approval of the issuance of a Liquor License or when the same has been purchased by and assigned or granted to the Tenant, and the Tenant has received the approval thereof required from the Governmental Authorities of the Town of Brookline and the Commonwealth of Massachusetts (subject only, if applicable, to final issuance) and with all applicable appeal periods having expired. The Tenant further agrees throughout the term of this Lease to use all reasonable efforts and diligence to maintain the Liquor License in full force and effect and good standing.

(b) Sale of Liquor. Provided that the Tenant (i) succeeds in obtaining the Liquor License as aforesaid, (ii) complies with all applicable state, municipal and other governmental laws, regulations and

rules with respect to the sale of liquor and all alcoholic beverages as aforesaid, and (iii) complies with applicable provisions of this Lease, the Landlord agrees that the Tenant named in this Lease, and any permitted assignee or sublessee of the Tenant, or (ii) any transferee of the Tenant's stock or survivor of any merger, reorganization or consolidation involving the Tenant, including, without limitation, as a result of a Permitted Transfer, provided said party has a the requisite Liquor License and, to the extent consent of the Landlord is required under Section 13 hereof, the Landlord has consented to such assignment or sublease in accordance with Section 13 hereof (or, in the case of a Permitted Transfer, where no consent is necessary, the transfer otherwise complies with the first paragraph of Section 13), shall have the right to sell liquor at retail for consumption within the Premises, subject to and in accordance with all applicable provisions of the Liquor License and this Lease.

(c) Indemnity and Liability Insurance. Without limiting the generality of Section 16 of this Lease, the Tenant agrees to indemnify and hold harmless the Landlord from and against any and all claims and any and all loss, cost, damage or expense relating to the sale of liquor and all alcoholic beverages in and from the Premises, including, without limitation, any such claim arising from any act, omission or negligence of the Tenant, or the Tenant's contractors, licensees, agents, employees or invitees, or from any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring from and after the date that possession of the Premises is delivered to the Tenant until the end of the term of this Lease, whether such claim arises or accident, injury or damages occurs within the Premises, or outside the Premises. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities (including, without limitation, reasonably attorneys' fees, court costs and other reasonable disbursements) incurred or made in connection with any such claim or proceeding brought thereon, and the defense thereof, and shall survive the termination of this Lease. It is understood that without this indemnification of the Landlord by the Tenant, the Landlord would not enter into this Lease and would not permit the sale of alcoholic beverages in or from the Premises, and the Tenant covenants that the Tenant's liability insurance referred to in this Lease shall cover, indemnify and hold harmless the Landlord from all such matters and items mentioned in this indemnity. Notwithstanding the generality of the foregoing, no indemnification or agreement to hold the Landlord harmless is provided hereunder for any claim, loss, damage or expense resulting from Landlord's gross negligence, willful misconduct or illegal actions.

Without limiting the generality of other provisions of this Lease regarding insurance coverage to be maintained by the Tenant, including the provisions of Section 17 hereof, for such period of time as the Tenant shall sell liquor or other alcoholic beverages, the Tenant agrees to maintain with a responsible and qualified insurance company approved by the Landlord, such approval not to be unreasonably withheld, delayed or conditioned, and with minimum combined limits of at least the minimum limits of insurance specified in Section 17 above plus minimum limits of coverage of at least $2,000,000.00 under an umbrella policy covering excess "liquor law" liability, or such higher limits as the Landlord may from time to time request provided such higher limits are then customarily being carried by first-class stores and restaurants in the Town of Brookline selling beer, wine and other alcoholic beverages, the broadest available so-called liquor law liability insurance (sometimes also known as "dram shop" insurance) policy or policies, which shall insure the Tenant and the Landlord (disclosed or undisclosed), and all those claiming by, through or under the Landlord, adequately in the Landlord's good-faith judgment, against any and all claims, demands or actions for personal and bodily injury to, or death of, one person or multiple persons in one or more accidents, and for damage to property, as well as for damages due to loss of means of support, loss of consortium, and the like, including, without limitation, any claims mentioned in the immediately preceding indemnity paragraph; so that at all times the Landlord will be fully protected against any claims that may arise by reason of or in connection with the sale of liquor and alcoholic beverages in and from the Premises. Certificates of such insurance shall at all times be deposited with the Landlord showing current insurance in force and all such policies shall name the Landlord as an additional insured and shall provide that such

policies shall not be cancelled or the coverage reduced without at least thirty (30) days' prior written notice to the Landlord, and such certificate shall evidence the same.

(d) Suspension, Denial or Revocation. If at any time after the Tenant obtains the Liquor License, the Liquor License is suspended for any reason, including non-compliance with any governmental conditions, requirements, rules, regulations, ordinances or laws, the Tenant shall promptly (i) deliver to the Landlord written notice of such suspension, and (ii) commence the applicable appeal proceedings and proceed with all due diligence to reinstate the Liquor License. At the time that the Tenant makes any filing with or receives a notice or any other communication regarding a hearing or in connection with any purported such non-compliance from any governmental licensing board, agency, commission or like authority with respect to the Liquor License, the Tenant promptly shall deliver a copy of such filing, notice or other communication to the Landlord.

(e) Security Measures. The Tenant covenants and agrees to maintain order and decorum in and around all portions of the Premises, and if auxiliary personnel shall reasonably be required to maintain such order and decorum the same shall be provided by and at the expense of the Tenant (with the Tenant first having received the Landlord's written approval, such approval not to be unreasonably withheld, delayed or conditioned, of the identity and number of such personnel as well as the times when the same are to be used and the locations at which such personnel are to be stationed). The Tenant shall use all reasonable efforts to avoid any conduct of any kind reasonably considered by the Landlord to be improper or offensive, whether occurring in or in the vicinity of the Premises, and the Tenant agrees immediately to take any reasonable steps that the Landlord shall require in order to insure compliance with the foregoing provisions and to insure that liquor and alcoholic beverages served in or from the Premises are not consumed outside such areas within the Premises as are permitted by the Liquor License and under applicable provisions of law and this Lease. In no event will the Premises be used, in whole or in part, as a discotheque, tavern, so-called "singles bar", or the like.

[This Page Ends Here - Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Lease as a sealed instrument as of the day and year first written above.

MECHA NOODLE BAR BROOKLINE, LLC

By: _____
Richard Reyes, Manager

STATE OF CONNECTICUT

May 11, 2021

Fairfield County, ss Westport

Then personally appeared the above-named Richard Reyes and acknowledged the foregoing to be his free act and deed as a Manager of **Mecha Noodle Bar Brookline, LLC** before me,

Thomas C. C. Sargent
Commissioner of the Superior Court

WITNESS WHEREOF, the undersigned have executed this Lease as a sealed instrument as of the day and year first written above.

Jerome M. Tuck, as Trustee as Trustee of Security Realty Trust and not individually

Richard L. Tuck, as Trustee of Security Realty Trust
and not individually

STATE OF FLORIDA

MIAMI-DADE, ss. May 7, 2021

Then personally appeared the above named Jerome M. Tuck and acknowledged the foregoing to be his free act and deed as Trustee of Security Realty Trust before me.

Iris R. Delancy
COMMISSION # GG221543
EXPIRES: May 23, 2022
Bonded Thru Aaron Notary

Notary Public
My commission expires:

STATE OF FLORIDA

_____, ss. May , 2021

Then personally appeared the above named Richard L. Tuck and acknowledged the foregoing to be his free act and deed as Trustee of Security Realty Trust before me.

Notary Public
My commission expires:

WITNESS WHEREOF, the undersigned have executed this Lease as a sealed instrument as of the day and year first written above.

Jerome M. Tuck, as Trustee as Trustee of Security Realty Trust and not individually

Richard L. Tuck, as Trustee of Security Realty Trust
and not individually

STATE OF FLORIDA

_____, ss. May , 2021

Then personally appeared the above named Jerome M. Tuck and acknowledged the foregoing to be his free act and deed as Trustee of Security Realty Trust before me.

Notary Public
My commission expires:

Palm Beach, ss. Boca Raton STATE OF FLORIDA

May 7, 2021

Then personally appeared the above named Richard L. Tuck and acknowledged the foregoing to be his free act and deed as Trustee of Security Realty Trust before me.

Notary Public Julian Burgos
My commission expires: Dec. 2, 2022

NOTARY PUBLIC
JULIAN BURGOS
Notary Public, State of Florida
Commission# GG 280676
My comm. expires Dec. 2, 2022

SCHEDULE OF EXHIBITS

Exhibit A - Plans Depicting the Property and Premises	Summary of Basic Terms
Exhibit B – Legal Description of the Property	Section 2
Exhibit C - Prohibited Uses	Sections 8 & 13
Exhibit D – Fair Market Rent	Section 13
Exhibit E - Signage	Section 11(a)
Exhibit F - Form of Subordination, Non-disturbance and Attornment Agreement	Section 14(f)

EXHIBITS A-1, A-2 and A-3

PLANS DEPICTING PROPERTY AND PREMISES

See attached

EXHIBIT B

279-285A Harvard Street

A certain parcel of land with the Building thereon situated and now numbered 279-287 both inclusive on Harvard Street and 9 and 11 on Green Street in said Brookline and bounded and described as follows:

SOUTHWESTERLY	on said Harvard Street, ninety and 33/100 (90.33) feet;
WESTERLY	on the junction of said Harvard Street and Green Street by a curved line twenty-three and 7/100 (23.07) feet;
NORTHWESTERLY	on said Green Street, one hundred thirty and 31/100 (130.31) feet;
NORTHEASTERLY	on land now or formerly of Whalen, one hundred two and 98/100 (102.98) feet;
SOUTHEASTERLY	on land now or formerly of the heirs or devisees of James S. Whitney, one hundred forty-seven and 46/100 (147.46) feet.

Containing fifteen thousand one hundred thirty-five (15,135) square feet.

Said premises are also shown on a plan entitled "Plan of Francis Hall Lands, Brookline, Mass. dated July 28, 1905", recorded with said Norfolk Deeds in Book 1005, Page 333.

EXHIBIT C
Prohibited Uses

As used in the Lease, the term "Prohibited Use" or "Prohibited Uses" shall mean any of the following uses:

1. Bowling alley;

2. Governmental or quasi- governmental office;

3. Bar, nightclub or discotheque, except a bar maybe maintained as an accessory use to the principal use of Premises as a first class, high-end, restaurant;

4. Pool room;

5. Massage parlor (except as part of the regular services offered by a doctor, chiropractor, health club or beauty salon), or tattoo or piercing parlor;

6. Any live sporting event, sports or game facility (except for an amusement gallery in conjunction with a restaurant operation);

7. Off-track betting club or facility;

8. Any use which emits or results in strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, creates a hazardous condition, or is used in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse;

9. Any operation primarily used as a storage facility and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;

10. Any "second hand" or "surplus" store;

11. Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);

12. Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any building);

13. Any auction house or similar operation; any central laundry dry cleaning plant, or Laundromat (except that a dry cleaner that performs all dry cleaning outside the Building shall be permitted);

14. Any mortuary or funeral home;

15. Adult bookstore or facility selling or displaying pornographic books, literature or videotapes (materials shall be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality); the parties hereto acknowledge and agree the sale of books, magazines and other

publications by a national bookstore of the type normally located in first-class Buildings in the State of Massachusetts (such as, for example, Barnes & Noble, as said stores currently operate) or the operation of a full-line video store (e.g., Hollywood Video or Blockbuster Video) shall not be deemed a "pornographic use" hereunder;

16. Any so-called "head shop", or other establishment primarily selling or exhibiting drug-related paraphernalia;

17. Any training or educational facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, this prohibition shall not be applicable to on-site employee training by any tenant or occupant incidental to the conduct of its business at the Building.

18. Any unlawful use;

19. Any pawn shop, gun shop, or tattoo parlor;

20. Any church or other place of religious worship or meeting hall;

21. Any carnival, amusement park or circus;

22. Any hotel/motel;

23. Any day care center;

24. Any fast food, sub-shop, pizza or similar low ticket price restaurant

25. Any outdoor kiosk, push carts or similar structures;

26. A so-called "dollar" store or similar discount operation;

27. A liquor or cannabis store;

28. A check cashing operation;

29. The sale of books, magazines and other publications or the operation of a full-line video store;

30. Current tenant uses.

EXHIBIT D

Determination of Fair Rental Value.

Unless the parties otherwise agree in writing as to the Fair Rental Value of the Premises, then the Fair Rental Value shall be determined by the appraisal process set forth below. Landlord and Tenant shall equally bear the cost of the appraisal process.

The amount of Fair Rental Value determined pursuant to such appraisal process shall be final and binding between the parties. The appraisal process shall be conducted as follows:

(1) If the Landlord and Tenant have not agreed upon a Fair Rental Value within thirty (30) days after Tenant's assignment or sublet, then Landlord and Tenant shall each choose an appraiser to act on its behalf and give notice to the other party specifying therein the name and address of the person to act as the appraiser on its behalf. The appraiser shall be an independent real estate appraiser with at least ten (10) years' experience in the field and a qualified member of the Appraisal Institute, or any successor of such Institute (or if such organization or successor shall no longer be in existence, a recognized national association or institute of commercial real estate appraisers), familiar with the fair market rent of retail space in the Coolidge Corner, Brookline market area.

(2) The two (2) appraisers chosen pursuant to subsection (1) above shall meet within ten (10) business days after such appraisers are appointed, and, if within ten (10) business days after such first meeting the two appraisers shall be unable to agree upon a determination of Fair Rental Value, such appraisers shall appoint a third appraiser, who shall be a competent and impartial person with qualifications similar to those required of the first two appraisers. In the event the two initially appointed appraisers are unable to agree upon such appointment within five (5) business days after expiration of said ten (10) day period, the third appraiser shall be selected by Landlord and Tenant, if they can agree thereon, within a further period of ten (10) business days. If the parties do not so agree, then either party, on behalf of both, may request appointment of such a qualified person by an officer of the American Arbitration Association in Boston. The three (3) appraisers shall decide the dispute, if it has not previously been resolved, by following the procedure set forth in subsection (3) below.

(3) Where the issue cannot be resolved by agreement between the two appraisers selected by Landlord and Tenant or settled between the parties during the course of the appraisal process, the issue shall be resolved by the three appraisers in accordance with the following procedure. Within thirty (30) days after the third appraiser has been selected, the original two appraisers shall state in writing its determination of the Fair Rental Value for each year of the extended term, supported by the reasons therefor and shall arrange for a simultaneous delivery to the third appraiser and an exchange of such proposed determinations. The third appraiser shall review the two appraisals and decide which appraiser's appraisal is closest that the Fair Rental Value as determined by the third appraiser and the appraisal which is closest to that of the third appraiser's determination of Fair Rental Value shall be deemed to be the Fair Rental Value for the Lease Year when the assignment or sublet became effective. All such determinations of Fair Rental Value shall be final and binding upon the parties, provided, however, if the Fair Rental Value is less than the Base Rent in effect when the assignment or sublet became effective, then the Base Rent for such year shall be the Base Rent for the remainder of such Lease Year, with increases thereafter as set forth in Section 13. This provision for determination by appraisal shall be specifically enforceable to the extent such remedies are available under applicable law, and any determination hereunder shall be final and binding upon the parties hereto, and either party shall have the right to enter judgment thereon, unless otherwise provided by applicable law. If a determination of Fair Rental Value is to be made pursuant to

this Section, Landlord and Tenant shall each pay for the fees and disbursements of any appraiser appointed by it and shall share equally in the fees and expenses of any third appraiser.

(4) In the event of a failure, refusal or inability of any appraiser to act, his successor shall be appointed by him, but in the case of the third appraiser, his successor shall be appointed in the same manner as provided for appointment of the third appraiser.

(5) Until Fair Rental Value is decided through the appraisal process Base Rent Tenant shall continue to pay Base Rent then in effect and Additional Rent.

EXHIBIT E

SIGNAGE

Intentionally Omitted

EXHIBIT F

FORM OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (SECTION 14 (f))

This Subordination, Non-Disturbance and Attornment Agreement (this "**Agreement**") is made as of this 7th day of May, 2021 by and among (the "**Tenant**"), First Republic Bank , having an address of (the "**Mortgagee**") and **Jerome M. Tuck and Richard L. Tuck, Trustees of Security Realty Trust** u/d/t dated January 18, 1984 and recorded with the Norfolk County Registry of Deeds in Book 6327, Page 15 (the "**Landlord**").

1. Mortgagee is now the holder of a certain dated as of by Landlord to as the same may be amended from time to time (the "Mortgage") covering the property located at 279-287 Harvard Street (at Green Street), Brookline, MA as more particularly described in the Mortgage (the "**Property**").

2. The Tenant has entered into a certain Commercial Lease dated as of , 2021 with Landlord as amended from time to time, affecting a portion of the Property described in the Lease (the "**Leased Premises**") (as it may be further amended, the "**Lease**").

3. The Tenant hereby represents and warrants to the Mortgagee that the Lease is in full force and effect and has not been amended, and agrees that the Lease, and any and all purchase options, rights of first option or rights of first refusal under the Lease or otherwise granted to Tenant, except Tenant's options to extend the term of the Lease, shall be subject and subordinate to the Mortgage, all advances made or to be made under the Mortgage, and any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations thereof to the same extent as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease and the recording of any Notice of Lease relating thereto.

4. The Mortgagee hereby agrees with the Tenant in the event of (a) an entry by the Mortgagee to foreclose the Mortgage, (b) a foreclosure of the Mortgage by entry or by exercise of power of sale or (c) the Leased Premises otherwise becoming subject to the ownership or control of Mortgagee, that the right of possession of the Tenant to the Leased Premises and the Tenant's rights arising out of this Lease shall not be terminated by such foreclosure or enforcement of Mortgagee's rights and agrees further that the Tenant shall peaceably hold and enjoy the Leased Premises for the remainder of the unexpired term of the Lease, including all extensions and renewals thereof, upon the same terms, covenants and conditions as are set forth in the Lease and without any hindrance or interruption from the Mortgagee so long as the Tenant shall not be in default with respect to any of the terms, covenants or conditions of the Lease to be performed or observed by the Tenant, beyond any applicable grace or cure period. Additionally, the Tenant shall not be named as a party in any foreclosure proceeding or other proceeding against the Landlord, or its successors and assigns.

5. If the Mortgagee shall succeed to the interest of the Landlord under the Lease, as provided in the preceding paragraph, the Mortgagee shall not be: (a) liable for any act or omission of any prior landlord (including the Landlord), except to the extent such acts or omissions are continuing after the Mortgagee takes title or possession, and then only to the extent of any damages caused as a result of the Mortgagee not curing the breach or default within a reasonable period of time, but in no event less than thirty (30) days; (b) liable for any security deposit or other sums paid to any prior landlord (including the Landlord) unless such security deposit or other sum is actually received by the Mortgagee; (c) subject to any offset or defenses which Tenant might have against any prior landlord (including the Landlord), except

to the extent such acts or omissions giving rise to the offset or defense are continuing after the Mortgagee takes title or possession, and then only to the extent of any damages caused as a result of the Mortgagee not curing the breach or default within a reasonable period of time, but in no event less than thirty (30) days; (d) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including the Landlord) except for estimated Additional Rent payments required by the Lease; (e) bound by any amendment or modification of the Lease made without Mortgagee's consent, such consent not to be unreasonably withheld, conditioned or delayed, unless such consent was not required under the loan documents; or (f) bound by any notice given by the Tenant to the Landlord, whether or not such notice was given pursuant to this Lease, unless a copy thereof was then also given to the Mortgagee.

6. The Tenant agrees to give prompt written notice ("Default Notice") to the Mortgagee of any default of the Landlord in its obligations under the Lease which is of such a nature as to give the Tenant a right to terminate the Lease, reduce rents or to credit or offset any amounts against rents or other payments, specifying the nature of the default, and after receipt of a Default Notice, the Mortgagee shall have a reasonable period of time to correct or cure the default. Until the expiration of such period within which the Mortgagee may correct or cure the default, the Tenant agrees to take no action to terminate the Lease or reduce rents or to credit or offset any amounts against rents or other payments due under the Lease. Nothing in this paragraph shall be deemed to impose any obligation on the Mortgagee to correct or cure any such condition, and if upon receipt by the Mortgagee of a Default Notice, the Mortgagee elects not to correct or cure such default, prompt written notice of such election shall be given to the Tenant. "Reasonable Period of Time" as used above means and includes a reasonable time (not to exceed, in the aggregate, sixty (60) days) to obtain possession of the Leased Premises, if the Mortgagee elects to do so, and to correct or cure the condition if such condition is determined to exist.

7. In consideration of the foregoing covenants by the Mortgagee, the Tenant does hereby covenant with the Mortgagee that in the event of (a) a foreclosure of the Mortgage, (b) the entry by the Mortgagee to foreclose the Mortgage or (c) the Leased Premises otherwise becoming subject to the ownership or control of the Mortgagee, the Tenant shall continue to occupy the Leased Premises under the terms and conditions of the Lease and shall attorn to and recognize the Mortgagee as its landlord for the remainder of the unexpired term of the Lease upon the terms, covenants and conditions contained therein to be performed and observed by the Tenant and such attornment shall be automatic without the necessity of any further instrument or agreement. Tenant shall, from time to time, execute and deliver such additional instruments and agreements providing further evidence of such attornment as Mortgagee may reasonably require which shall be in a form reasonably acceptable to the Tenant. Upon any transfer by the Mortgagee of its interest in the Leased Premises after the attornment by the Tenant, the Mortgagee shall be discharged from any liability thereafter arising under the Lease. Tenant agrees with Mortgagee that Tenant will not voluntarily subordinate the Lease to any other lien or encumbrance, except as otherwise required by the Lease, without Mortgagee's consent.

8. As used herein, the word "Mortgagee" includes any persons claiming by, through or under the Mortgagee or the Mortgage, including but not limited to any purchaser at a foreclosure sale or otherwise, and the words "Tenant" and "Landlord" shall include their respective successors and assigns.

[This Page Ends Here – Signature Pages Follow]

WITNESS the execution hereof under seal on the day and year first above written.

TENANT:

By:_____
Name:
Title:

STATE OF CONNETICUT

_____, ss

On this day of May, 2021, before me, the undersigned notary public, personally appeared the above named ,
proved to me through satisfactory evidence of identification, which was a _____ driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as of
_____.

_____
Notary Public
My commission expires:

WITNESS the execution hereof under seal on the day and year first above written.

_____
Jerome M. Tuck, Trustee of Security Realty Trust

_____
Richard L. Tuck, Trustee of Security Realty Trust

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this day of May, before me, the undersigned notary public, personally appeared the above named Jerome M. Tuck, Trustee of the Security Realty Trust (the "Trust"), proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as Trustee of the Trust.

_____
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this day of May, before me, the undersigned notary public, personally appeared the above named Richard L. Tuck, Trustee of the Security Realty Trust (the "Trust"), proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as Trustee of the Trust.

_____
Notary Public
My commission expires:

WITNESS the execution hereof under seal on the day and year first above written.

MORTGAGEE:

FIRST REPUBLIC BANK

By:_____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

, ss.

On this day of May, 2021, before me, the undersigned notary public, personally appeared the above named _____, of First Republic Bank proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as of First Republic Bank, before me.

_____
Notary Public
My Commission Expires:

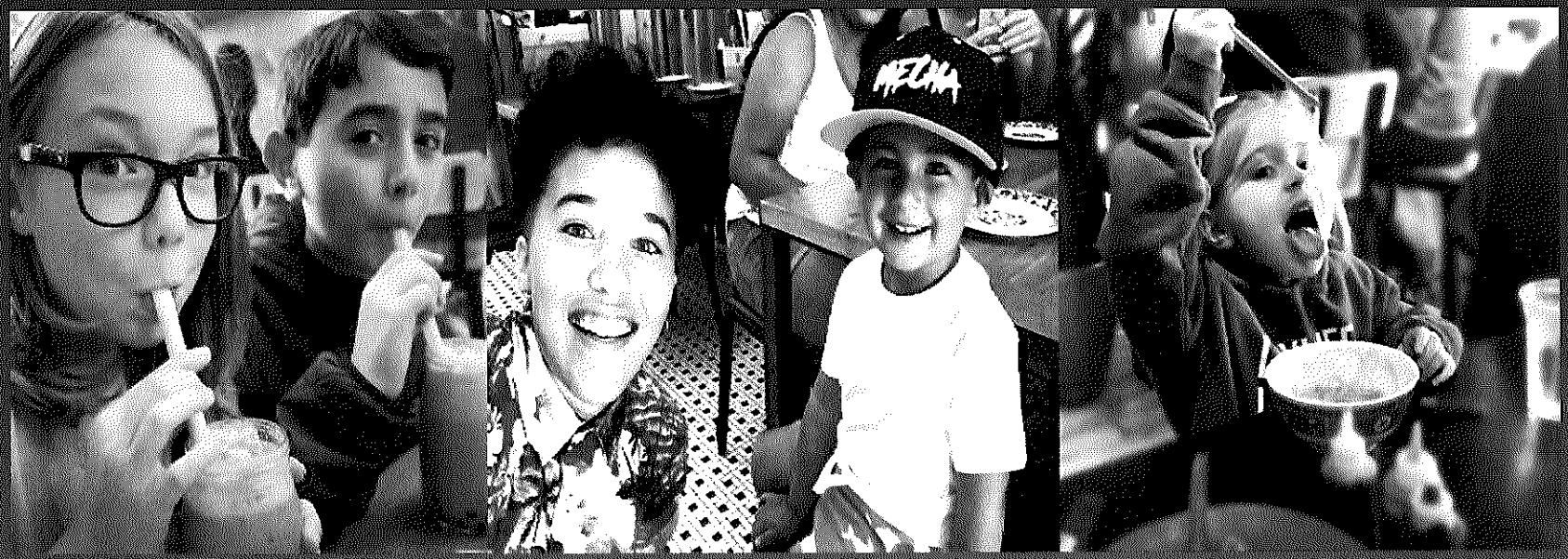
MECHA

MECHANOODLEBAR.COM

MECHANOODLEBAR.COM

Mom and Pop

MECHA MEANS MOM AND POP. MECHA NOODLE BAR IS A LOCALLY OWNED FAMILY RESTAURANT WITH A FOCUS ON SOUTHEAST ASIAN CUISINE. CONNECTICUT OWNERS AND OPERATORS WITH SEVERAL DIFFERENT CONCEPTS ACROSS THE STATE. CREATING THE BEST CONSISTENT EXPERIENCE FOR GUESTS AND OUR STAFF IS OUR VERSION OF SUCCESS AND THE HOPE TO BE A GENERATIONAL SPOT FOR YEARS TO COME. AN ADVENTURE FROM THE NORM. ASIAN COMFORT FOOD. JUST LIKE MOM MAKES.



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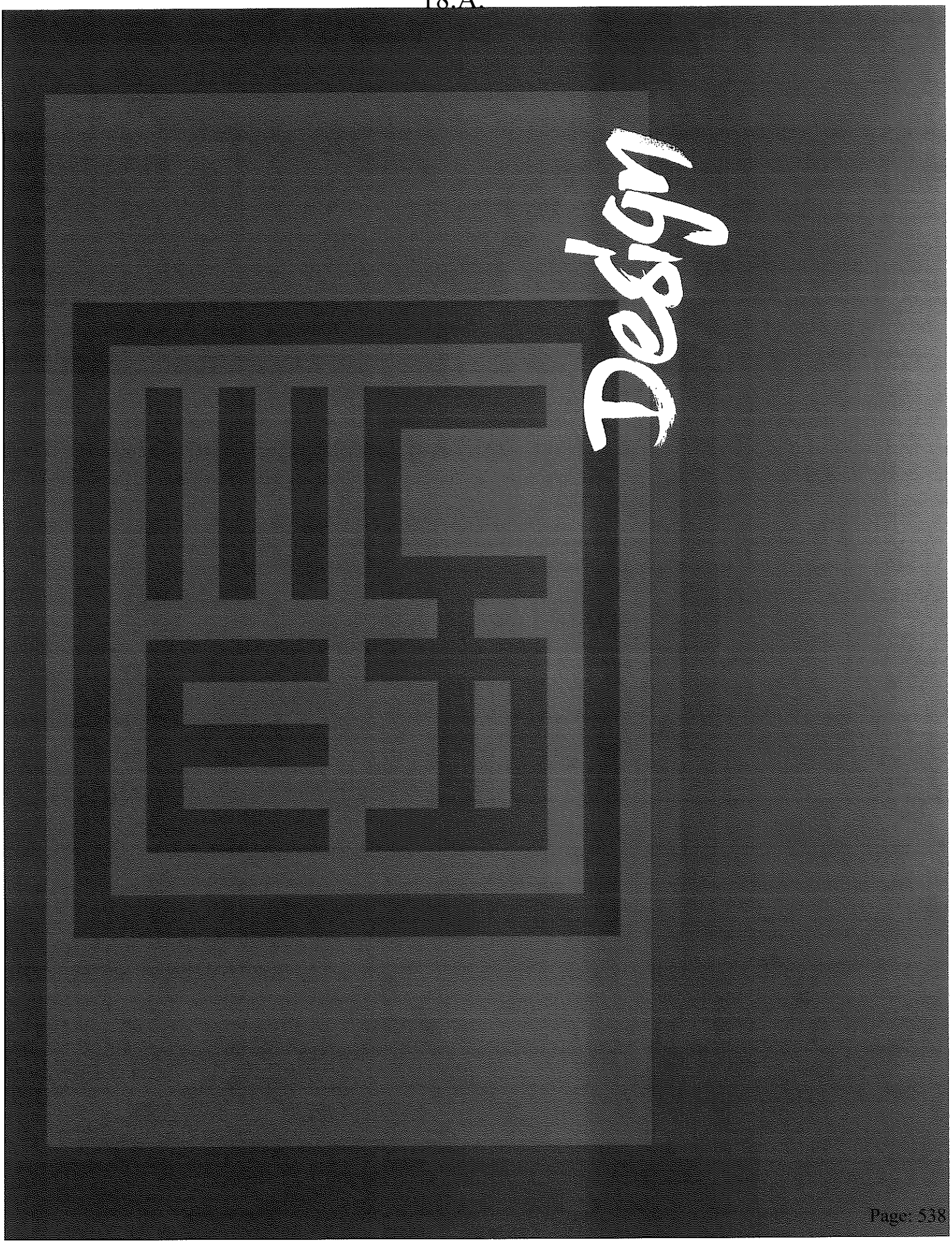
Design
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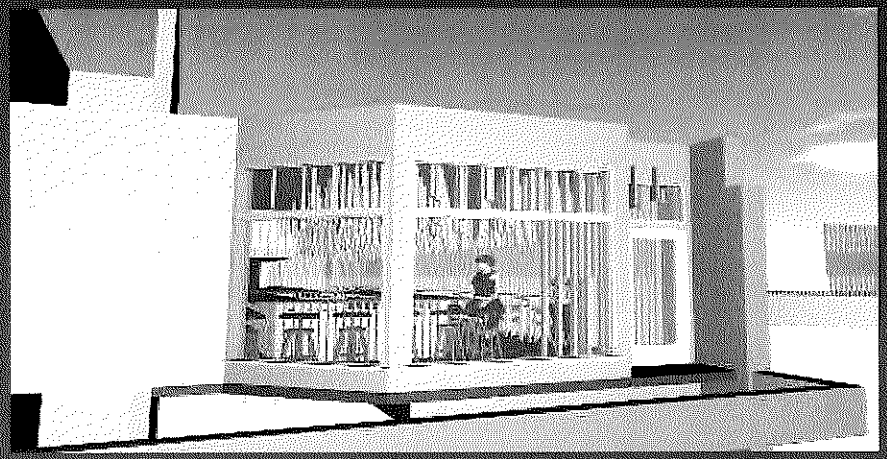
WORKING WITHIN EACH TOWNS' BUILD REQUIREMENTS, HONORING HERITAGE AND DESIGN PREFERENCES, CREATING SIMPLY BRANDED LOCATIONS WITH MODERN TOUCHES.



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MODERN INTERIOR DESIGN WITH NATURAL ELEMENT AND THOUGHTFUL BRANDING. HONORING THE WORKING CLASS WITH A CELEBRATION OF CULTURE IN A HIGH ART FORM. EVERYDAY COMMONALITY IN A FUN, HIP SPACE THAT MIMICS THE SPRIT OF CREATIVITY THAT WE BRING TO OUR COOKING.

MECHANOODLEBAR.COM

Food and Drink

ASIAN SOUL FOOD DRIVEN TO PROVIDE COMFORT, NOURISHMENT AND A GATHERING SPOT FOR THE COMMUNITY. FROM VIETNAMESE PHO TO JAPANESE RAMEN -- WE SERVE SOME OF ASIA'S MOST COMFORTING DISHES. AMONG OTHER THINGS, WE DO RIFFS ON FOOD THAT CAN BE FOUND IN THE STREETS OF SOUTHEAST ASIA.

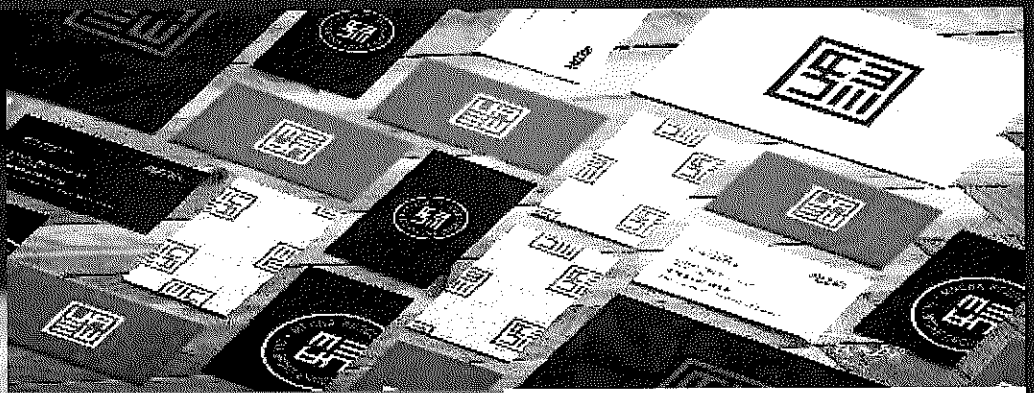
MECHANOODLEBAR.COM

CURATED COCKTAILS AND DRINKS. CLASSIC AND RETRO SPINS, WHISKEYS, SAKES' AND SOJU'S. ON TREND FLAVORS, TECHNIQUES AND STYLES. THE PERFECT COMPLIMENT TO OUR NOODLES, BOWLS AND BAOS.

MECHANOODLEBAR.COM

Binding

COLLABORATING WITH BOX 8 CREATIVE THE BRANDING IS EYE CATCHING AND MEMORABLE WITH A FUN VIBE. HOMAGE TO 90'S, HIP HOP AND THAT ERA. ON TREND SPINS ON EVERYDAY WEAR AND COOL UPDATES ON EVERYDAY ITEMS.



MECHA

MECHA

MECHA

MECHA NOODLE BAR · SLURPING ENCOURAGED

MECHA NOODLE BAR · SLURPING ENCOURAGED

MECHANOODLEBAR.COM

Mesher Story and Voice

INSTAGRAM AND FACEBOOK WITH DAILY POSTS AND A SCHEDULE THAT HIGHLIGHTS OUR WORK FAMILY, PRODUCTS AND EVENTS. SOCIAL MEDIA IS RELEVANT AND MECHA BELIEVES IN USING THE PLATFORMS TO TELL OUR STORY AND SHARE OUR FOOD AND DRINK.

MECHANOODLEBAR.COM

Reviews and Press

MECHA NOODLE BAR IS HONORED TO BE CONTINUALLY RECOGNIZED AS A LEADER, INITIATOR AND GROUNDBREAKER FOR ALL THINGS ASIAN FOOD AND DRINK IN CONNECTICUT. MOST REVIEWED ASIAN RESTAURANT IN THE STATE, MAINTAINING 4 STARS. TOP ACCOLADES AND AWARDS INCLUDING BEST ASIAN, BEST RAMEN AND TOP 40 CHEFS UNDER 40.

CTbites
Your guide to great food in Connecticut

SPOON UNIVERSITY

GREENWICH WINE+FOOD

NEWS8
wtnh.com

ctpost

SERENDIPITY

CONNECTICUT MAGAZINE

Chicago Tribune

NEWS12 LONG ISLAND

WAG

NEW HAVEN INDEPENDENT

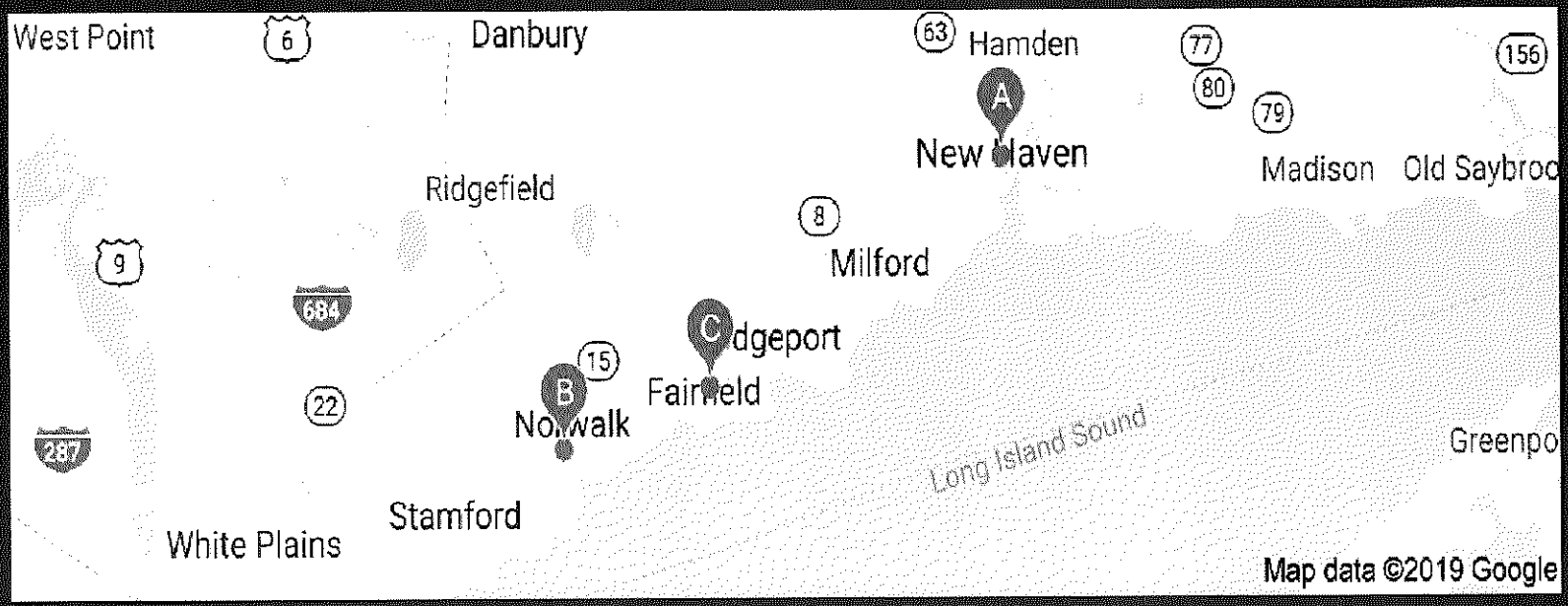
THRILLIST

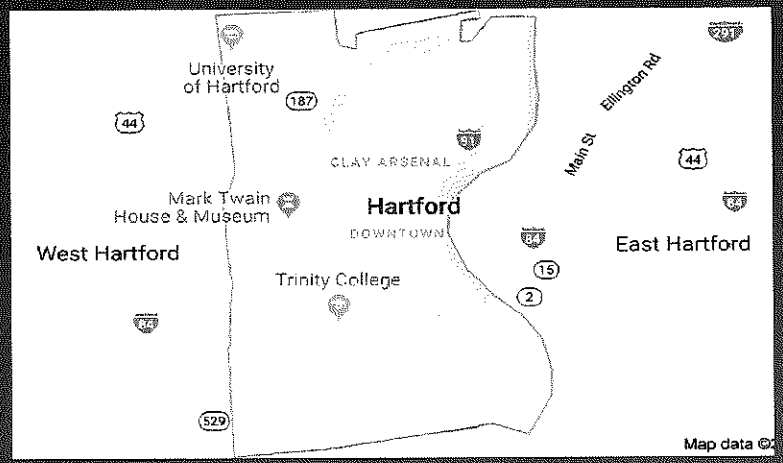
Yale Daily News

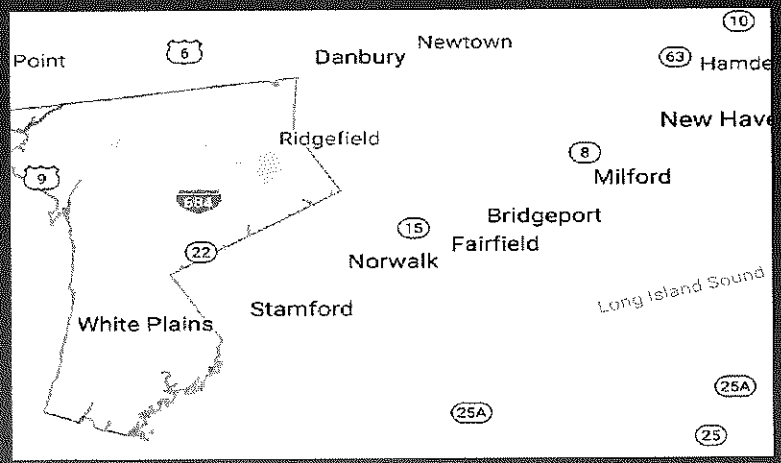
MECHANOODLEBAR.COM

Growth and Scale

LOCATIONS ACROSS CONNECTICUT. STAMFORD OPENING IN SPRING 2019. FURTHER AREAS OF INTEREST ARE WESTCHESTER COUNTRY AND HARTFORD CONNECTICUT. DRIVEN BY LOCAL DEMOGRAPHICS AND THE INTENT TO BE NEAR UNIVERSITIES.



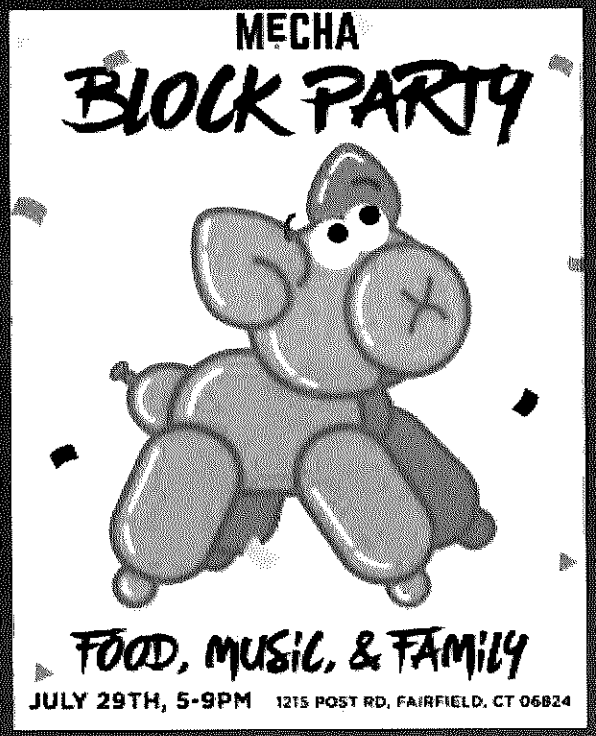




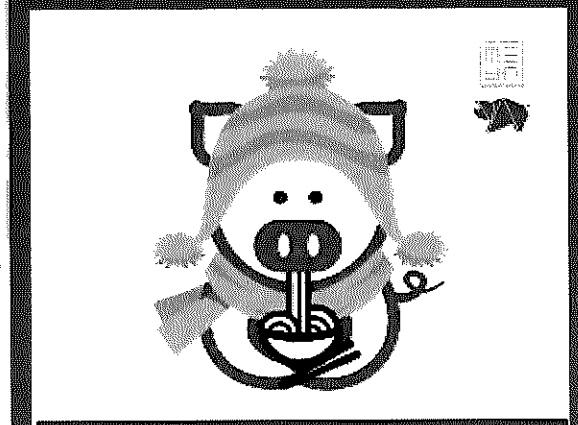
MECHANOODLEBAR.COM

Community Commitment

MECHA IS COMMUNITY DRIVEN. WE HAVE ONGOING DONATION AND FUNDRAISING PLATFORMS WE PARTICIPATE IN. EACH LOCATION HAS THEIR OWN INITIATIVES TO GIVE BACK. WE ARE COMMITTED TO BE A SOLUTION AND DRIVER FOR SOCIAL CHANGE AND LOCAL INVOLVEMENT.



crawl for cancer
CFC



Warmth Through
The Winter Drive

FAIRFIELD LOCATION ONLY

year of the pig
2019

TOY DRIVE all february long

Join us in celebrating the Chinese New Year by giving back to our community.

Missionary's of
Charity
By MotherTheresa

MECHANOODLEBAR.COM

MECHA NOODLE BAR IS A BRIDGE BETWEEN SOUTHEAST ASIAN COMFORT FOOD AND MAINSTREAM 90'S AMERICAN CULTURE. WITH THREE STORES, WE ARE NOW A PART OF EAT JUSTICE HOSPITALITY, A GROUP CONSISTING OF SEVEN DIFFERENT EATING ESTABLISHMENTS WHO PUT THEIR PEOPLE FIRST. WE ARE PROUD TO PROVIDE THE HEALTH BENEFITS, TOOLS AND EDUCATION IT TAKES TO PURSUE A FUN AND FULLFILLING CAREER IN THE HOSPITALITY INDUSTRY.

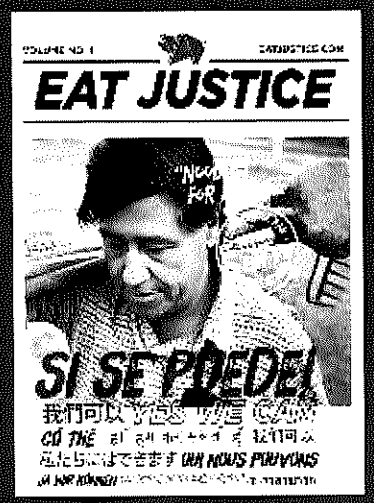
EXTRAS TO OUR WORK FAMILY

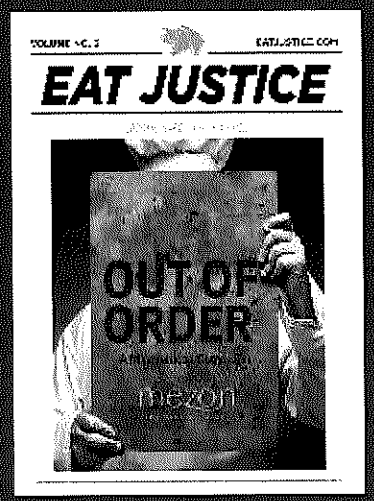
MENTAL WELLNESS AND HEALTH SUPPORT
ONGOING LEARNING
SPIRITUAL COUCHING
MATERNITY AND PATERNITY FAMILY LEAVE
ESL CLASSES

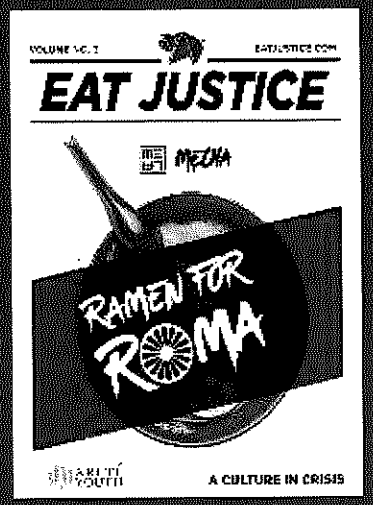
MECHANOODLEBAR.COM

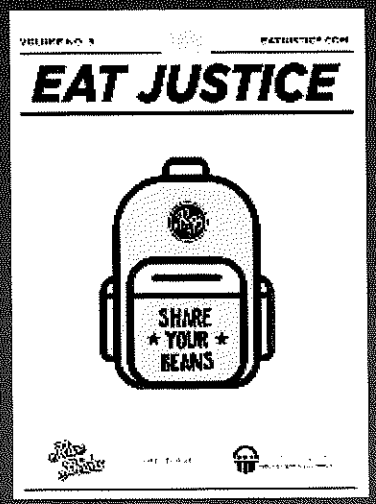
Eat Justice

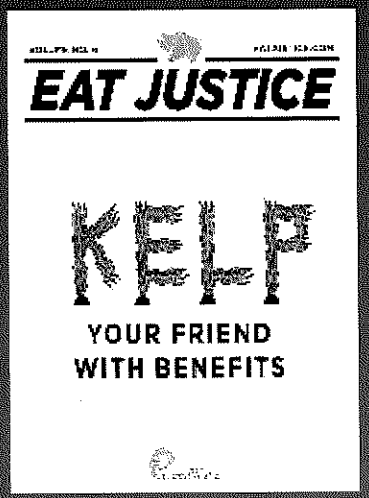
EAT JUSTICE WAS BORN IN 2015 AS A SOCIAL PLATFORM TO GIVE BACK TO THE COMMUNITY AND THOSE THAT SUPPORT US. WITH 7 INITIATIVES SUCCESSFULLY LAUNCHED, THE 2019 YEAR IS FULL OF PROMISE AND HOPE WITH A FOCUS TOWARDS SUPPORTING IMMIGRANT FAMILIES. FUNDRAISING IN RESTAURANTS AND UTILIZING OUR FOOD TRUCK TO BRING AWARENESS AND INVOLVEMENT ON A LOCAL LEVEL.

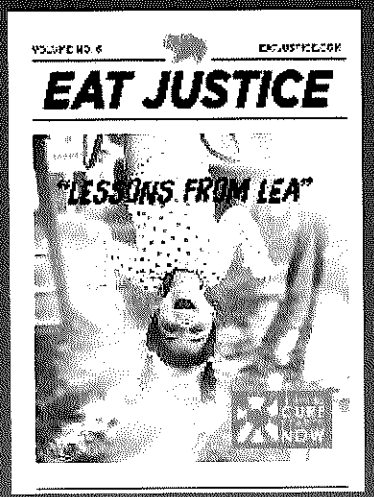












OVER $50,000 RAISED SINCE 2015 FOR CHARITIES ACROSS CONNECTICUT

MECHANOODLEBAR.COM

EAT-JUSTICE IS CREATING OPPORTUNITES AND GIVING WHERE IT MATTERS.

Our Mission

To harness the power of everyday food choices to change the way people engage with our industry, the planet and their community.

Health

Well-being is about the whole. What is good for me must be good for the land and the people who provide for it. Sustainability can only occur when the whole is greater than the sum of its parts.

Community

Is about connection. Every organism in the world is part of a larger whole. It's time we leverage the power of our craft to unite all people at a common table.

Culture

A reflection of time and place. The power of today will shape the communities of tomorrow.

MECHANOODLEBAR.COM

Massnahmen

Fw: Welcome to DFS-Crowd Manager Training 2020

RR

Rich Reyes <rich@eatjustice.com>
Kristen Scanlon
Thursday, May 20, 2021 at 3:33 PM
Show Details

To protect your privacy, some pictures in this message were not downloaded. Dow

*****PLEASE NOTE MY NEW EMAIL ADDRESS*****
rich@eatjustice.com

From: Do not reply to this email (via Home) <noreply@public.eopsselearning.com>
Sent: Thursday, May 20, 2021 3:32 PM
To: Rich Reyes <rich@eatjustice.com>
Subject: Welcome to DFS-Crowd Manager Training 2020

Welcome to DFS-Crowd Manager Training 2020!

If you have not done so already, you should edit your profile page so that we can learn more about you:

https://public.eopsselearning.com/user/view.php?id=147386&course=47

FW: Welcome to DFS-Crowd Manager Training 2020

Tony Pham <tony@eatjustice.com>
Kristen Scanlon
Thursday, May 20, 2021 at 2:49 PM
Show Details

From: "Do not reply to this email (via Home)" <noreply@public.eopsselearning.com>
Reply-To: Do not reply to this email <noreply@public.eopsselearning.com>
Date: Thursday, May 20, 2021 at 2:46 PM
To: Tony Pham <tony@eatjustice.com>
Subject: Welcome to DFS-Crowd Manager Training 2020

Welcome to DFS-Crowd Manager Training 2020!

If you have not done so already, you should edit your profile page so that we can learn more about you:

https://public.eopsselearning.com/user/view.php?id=147383&course=47

FW: Thank you for your payment for eTIPS On Premise 3.1

Tony Pham <tony@eatjustice.com>
Kristen Scanlon
Thursday, May 20, 2021 at 2:50 PM
Show Details

From: "sales@gettips.com" <sales@gettips.com>
Reply-To: "sales@gettips.com" <sales@gettips.com>
Date: Thursday, May 20, 2021 at 2:42 PM
To: Tony Pham <tony@eatjustice.com>
Subject: Thank you for your payment for eTIPS On Premise 3.1

Tony Pham:

Thank you for your recent registration. Your order number is: **1124613**.

You should have received separate instructions for entering the course, but we have also included them below. You can use these same instructions to return to the course after an interruption as long as you have not begun taking the certification exam.

1. Go to the web site http://getti.ps/2xkvY00
2. Log into the site by entering your email address as your username and the password previously mailed, and then click the **Login** button. If you do not recall your password, you can have it emailed to you by going to the link: http://getti.ps/2xj4Hep
3. After a successful login, click the button labeled **Classes** to see your registration
4. If your registration is not expanded, click the "+" sign to expand it in the list, and then the **Take Class** button to begin your class

For a demonstration of how to do this, please visit the link: http://getti.ps/1DyUnMY

Should you have any questions, contact our Sales department at 1-800-GET-TIPS or email us at sales@gettips.com.

Go to the following for a receipt:
https://www.gettips.com/mobile/index.html?OID=1124613#ord

Thank you.

Technical Support
Health Communications, Inc.

Click here to stop receiving email messages from us. We are dedicated to protecting your privacy. We encourage you to review our privacy policy at http://www.gettips.com/privacy.shtml .

Fw: eTIPS On Premise 3.1 Registration Confirmation

Rich Reyes <rich@eatjustice.com>
Kristen Scanlon
Thursday, May 20, 2021 at 3:27 PM
Show Details

From: techsupport@gettips.com <techsupport@gettips.com>
Sent: Thursday, May 20, 2021 3:21 PM
To: Rich Reyes <rich@eatjustice.com>
Subject: eTIPS On Premise 3.1 Registration Confirmation

Richard Reyes

Thank you for your registration. This message is to confirm that we have received a registration for the following session:

Course: eTIPS On Premise 3.1
Session #: 99392
Registration #: 1752672

This message is not confirmation that you have paid for your registration. You will receive a separate email when payment has been made. The registration cannot be used to take the course until payment has been made.

Please refer to your registration record for more information regarding this registration.

NOTE: Once the course is completed, a certification number will be assigned that is different from the registration number. Please refer to these numbers for inquiries.

To log in to review your registration, pay for it if necessary, and later take and complete your course, please click the link below and log in to your personal training portal with the following username and password:

Your username is your email address
Your password as you entered it

Login Link: https://www.gettips.com/mobile/index.html#reg

If you do not remember your password you can start a process to recover it by clicking this link .

Note that you have thirty (30) days to complete your course from the day you start it. If you do not complete your course within that time period you will have to start it over again.

Please be assured that we are dedicated to protecting your privacy and encourage you to review our privacy policy at http://www.gettips.com/privacy.html

If you have any questions or inquiries, please respond to this email message, or send a message to Technical Support . Thank you.

Technical Support
Health Communications, Inc.

OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

Certificate of Occupancy or Certificate of Use Agreement

All new establishments, pursuant to780 CMR The Massachusetts State Building Code Section R110.0 or 111.0 as amended, are required to obtain a Certificate of Occupancy or Certificate of Use from the Building Department.

After the Select Board approval, prior to the start of business, a Certificate of Occupancy or Certificate of Use must be provided to the Select Board's Office to be filed with the application.

With the submittal of the Certificate of Occupancy or Certificate of Use you will then, and only then, be issued the license(s) associated with your establishment. These licenses are required to be in your possession prior to your establishment being open to the public.

Operating an establishment without proper licensing and/or Certificate may result in fines and possibly closure of the establishment until you have been cleared, by departmental approval, to open.

Any questions or concerns in regards to obtaining a Certificate of Occupancy or Certificate of Use can be answered at the Brookline Building Department 617-730-2100.

Application Agrees to terms and conditions:

APPLICANT SIGNATURE _____ TITLE: Owner

PHONE#: 203–994-3555 EMAIL ADDRESS: rich@eatjustice.com

VOTE OF CORPORATION

DATE: May 18, 2021

AT A MEETING OF THE BOARD OF DIRECTORS OF Mecha Noodle Bar Brookline LLC

HELD AT: 285 Harvard Street, Brookline, MA 02446 **ON:** May 18, 2021

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

New CV, Entertainment and All-Alcohol Beverages Pouring License

(TYPE OF LICENSE)

FOR THE YEAR 2021 **TO BE EXERCISED ON THE PREMISES LOCATED AT**

285 Harvard Street, Brookline, MA 02446

VOTED: TO AUTHORIZE Richard Reyes **TO SIGN**

THE APPLICATION FOR THE LICENSES IN THE NAME OF Mecha Noodle Bar Brookline LLC

AND TO EXECUITE ON ITS BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE GRANTING OF THE LICENSE.

THIS CORPORATION HAS NOT **BEEN RESOLVED.**

A TRUE COPY

ATTEST: _____

CLERK

Vol____
Page____

Town of Brookline
333 Washington St
Brookline, MA 02445

BUSINESS CERTIFICATE (D/B/A)

Filing Date_____
Expiration Date_____

In conformity with the provisions of Chapter one hundred and ten, Section five of the Massachusetts General Law, as amended, the undersigned hereby declare(s) that a business under the title of Mecha Noodle Bar is
DBA Business Name
conducted at 285 Harvard Street in the Town of Brookline, MA.
Address
By the following individual(s) or Corporation/LLC:

Name	Corporate or Residential Address	Signature
Mecha Noodle Bar Brookline LLC	285 Harvard Street, Brookline	

Applicant Information

Name	Address	Phone Number
Richard Reyes		203-994-3555

A certificate issued in accordance with this section shall be in force and effect for **four years from the date of issue** and shall be renewed each four years thereafter so long as such business shall be conducted and shall lapse and be void unless so renewed

Description of Business restaurant
Business Phone Number 203-994-3555

Personally appeared before me signed and sworn by
Richard Reyes
before me: Mary Jo Sousa
(Notary Public, Town Clerk, Asst Town Clerk, Designated Clerk)

MARY JO SOUSA
NOTARY PUBLIC
My Commission Expires 2/28/2025

(SEAL)

Checklist for Common Victualler with Alcohol

☑ Common Victualler Application ☑ New Restaurant ☐ Existing

Only req'd for new rest

- ☑ Description of Operations
- ☑ Copy of menu
- ☑ Vote of Corporation
- ☑ Litter Letter
- ☑ Delivery description
- ☑ Renovation Form
- ☑ License Interview Form
- ☑ State Tax Verification Form
- ☑ CORI Acknowledgement Form
- ☐ General and Liquor Liability Insurance Certificate
- ☑ Three letters of reference
- ☑ A set of: a description, illustration, and/or detailed plans
- ☑ Certificate of Occupancy, Use, or Inspection (required prior to opening)
- ☐ Workers' Compensation Form (required prior to opening)

☑ Legal Right to Occupy, a lease or deed -

☑ Business Certificate (Town Clerk's Office)

☑ IN-PERSON class for the safe service of alcohol certification (Manager of Record)

☑ Crowd Manager Certification from the Massachusetts Department of Fire Services (Manager of Record – If there is a bar)

☑ Alternate Manager Application (if applicable)

☑ Entertainment Application (if applicable)

☐ Outdoor Seating Application (if applicable)

☐ Report from Brookline Police

☐ Report from Building

☐ Report from Fire

☐ Report from Health

☐ DPW (Outside seating only)

Revised May 18, 2021

OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

APPLICATION FOR
COMMON VICTUALLER LICENSE

DATE: May 18, 2021

LOCATION: 285 Harvard Street, Brookline

APPLICANT: Mecha Noodle Bar Brookline LLC

INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: Mecha Noodle Bar

BUSINESS OWNERSHIP- INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:

Richard Reyes, LLC Manager & Manager of Record, rich@eatjustice.com

NAME **TITLE** **EMAIL ADDRESS**

[redacted]

TELEPHONE # **ADDRESS**

[redacted]

NAME **TITLE** **EMAIL ADDRESS**

TELEPHONE # ADDRESS

NAME TITLE EMAIL ADDRESS

TELEPHONE # ADDRESS

HAVE YOU PREVIOUSLY HELD A COMMON VICTUALLER LICENSE IN BROOKLINE/ELSEWHERE? CT

IF YES, LOCATION: AND DATES: Please see attached additional space page in ABCC application.

IF NOT, DO YOU HAVE PRIOR EXPERIENCE IN THE FOOD SERVICE BUSINESS:

IF YES, LOCATION: AND DATES

HOURS OF OPERATION FOR FOOD SERVICE:

DAYS: 7 days/week HOURS: 11:30am - 12:30am

DAYS: HOURS:

DAYS: HOURS:

HOURS OF OPERATION FOR ALCOHOLIC BEVERAGES SERVICE: (If applicable)

DAYS: same as above HOURS:

DAYS: HOURS:

DAYS: HOURS:

PLEASE NOTE:

THE TOWN'S PREPARED FOOD SALES REGULATIONS SET THE PERMISSIBLE HOURS OF FOOD SALES.

MENU: (GENERAL TYPE OF FOOD SERVED)
Please see attached

FLOOR SPACE SQ. FT. 1,846sf

BYOB: Will you permit patrons to bring their own alcoholic beverages onto the premises? No
(If yes, please be aware of applicable Town regulations governing BYOB.)

SEATING CAPACITY: INSIDE: 61 OUTSIDE: none

Outside seating only applicable for 6 months from April 1st – September 30th.

(Please attach plan showing location and layout of outdoor seating.)

If outdoor seating is proposed to be located on any portion of the public sidewalk that is Town property, this application must be accompanied by proof that the applicant has secured, and that there is in effect during the period of time for which there will be outdoor seating, a general liability policy naming the Town as an additional insured in a minimum amount of $250,000.00/$500,000.00.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with use by the applicant of the Town's portion of a public sidewalk. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's sidewalk resulting from the applicant's use of it, and agrees to indemnify the Town for any expenses the Town incurs in restoring the Town's sidewalk to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).

Applicant agrees to outside seating terms and conditions:

NUMBER OF BATHROOMS : EMPLOYEE: 1 PUBLIC: 2

NUMBER OF PARKING SPACES (IF ANY): 0

NUMBER OF EMPLOYEES:

All Common Victualler Licenses are issued subject to and conditioned on the licensee's compliance with Massachusetts General Laws Chapter 140, Section 2 et seq., Article 8.10 of the TownBy-Laws, and the Town's Prepared Food Sales Regulations.

Application Agrees to terms and conditions

APPLICANT SIGNATURE TITLE: LLC Manager PHONE# 203-994-3555
EMAIL ADDRESS rich@eatjustice.com

LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: CV, Entertainment and All Alcohol Beverages Licenses

NAME: Tony Pham

ADDRESS: [redacted]

EMAIL ADDRESS: tony@eatjustice.com

PHONE #: [redacted]

PLACE OF BIRTH: Danbury, CT

FATHER'S NAME: Hung Van Pham **MOTHER'S MAIDEN NAME:** Oanh Tran Pham

ARE YOU A CITIZEN? YES ☑ NO ☐ **ALIEN CARD #**

ARE YOU A VETERAN: YES ☐ NO ☑

RESIDENCES FOR LAST FIVE YEARS

DATE: 7/2018 **LOCATION:** [redacted]

DATE: 3/2016 **LOCATION:** [redacted]

DATE: **LOCATION:**

DATE: **LOCATION:**

DATE: **LOCATION:**

EDUCATION

DATE: 2004 Graduate **LOCATION:** Bethel High School

DATE: **LOCATION:**

DATE: **LOCATION:**

DATE: **LOCATION:**

EMPLOYMENT HISTORY

DATE: 2011 - present **LOCATION:** CT - Mecha Mgmt Co **POSITION** Owner

DATE: **LOCATION:** **POSITION**

DATE: **LOCATION:** **POSITION**

DATE: **LOCATION:** **POSITION**

DATE: **LOCATION:** **POSITION**

SIGNATURE: **DATE:** 5/19/20

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: CV, All-Alcohol Beverages, Entertainment Licenses

NAME: Richard Reyes

ADDRESS: [redacted]

EMAIL ADDRESS [redacted]

PHONE #: [redacted]

PLACE OF BIRTH: Danbury, CT

FATHER'S NAME: Luis M. Reyes **MOTHER'S MAIDEN NAME:** Generosa Urena

ARE YOU A CITIZEN? **YES** ☑ **NO** ☐ **ALIEN CARD #**

ARE YOU A VETERAN: **YES** ☐ **NO** ☑

RESIDENCES FOR LAST FIVE YEARS

DATE: Sept 2020 - Current **LOCATION:** [redacted]

DATE: Feb 2009 - Sept 2020 **LOCATION:** [redacted]

DATE: **LOCATION:**

DATE: **LOCATION:**

DATE: **LOCATION:**

EDUCATION

DATE: 2008 **LOCATION:** New York University graduate, NY, NY

DATE: 2004 **LOCATION:** Bethel High School graduate, Bethel, CT

DATE: **LOCATION:**

DATE: **LOCATION:**

EMPLOYMENT HISTORY

DATE: Jan 2019 - present **LOCATION:** Mecha Mgmt Co. **POSITION** Owner

DATE: Jan 2015 - present **LOCATION:** Eat Justice Hosp. **POSITION** Owner

DATE: June 2011 - present **LOCATION:** Viejo Ventures **POSITION** Owner

DATE: **LOCATION:** Above in Danbury CT **POSITION**

DATE: **LOCATION:** **POSITION**

SIGNATURE: **DATE:** 5/21/2021

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

RENOVATION FORM

IF RENOVATIONS ARE BEING MADE TO LOCATION: PLEASE DESCRIBE IN DETAIL WHAT RENOVATIONS WILL BE MADE, DATE AND SIGN BELOW.

(1) New floors, ceiling treatments, interior paint and construction of bar/kitchen areas.

(2)

(3)

(4)

(5)

(6)

DATE: 5/21/21 **SIGNATURE OF APPLICANT:**

(PLEASE SUBMIT THREE SETS OF PLANS)

STATE TAX VERIFICATION FORM

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

_____ _____

*Signature of Individual By: Corporate Officer

[redacted] _____

** Social Security #

Voluntary or Federal ID #

*This license will not be issued unless this certification clause is signed by the applicant.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.

May 19, 2021

Board of Selectmen
Town of Brookline
333 Washington Street, 6th Floor
Brookline, MA 02445

RE: Litter Letter
Mecha Noodle Bar Brookline LLC d/b/a Mecha Noodle Bar
285 Harvard Street, Brookline, MA 02446

Dear Members of the Board of Selectmen:

In accordance with the Town of Brookline Bylaws, Article XXXV, Sec. 7, the following is the litter plan and procedure for the above captioned entity.

(1) The restaurant will have trash barrels located inside the restaurant so that litter may be deposited therein.

(2) The restaurant manager will be instructed and required to inspect the trash containers at least twice a day and more often if conditions warrant and to empty said containers as required.

(3) The restaurant manager will be instructed and required to inspect and sweep the outside area of the restaurant. This will include the sidewalk and gutters and to sweep and pick up any and all trash and litter as conditions require.

(4) All litter, from whatever source collected, will be bagged and placed into the trash that is normally associated with the restaurant's regular business activities and removed on a regular basis by a commercial trash collector.

(5) All dumpsters/receptacles shall be kept closed, and it shall be the restaurant manager's responsibility to ensure that they shall remain closed when not in use.

If any other information is required, please be in touch.

Sincerely,

Richard Reyes

Mecha Noodle Bar Brookline LLC

TOWN of BROOKLINE
Massachusetts

CORI ACKNOWLEDGMENT FORM

I am an: (please check one)

[X] **Applicant** - Position: Owner Department/License: _____

[ ] **Volunteer** - Position: _____ Department: _____

[ ] **Employee** - Position: _____ Department: _____

[ ] **Contractor** - Company Name _____

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

x _____ 5/21/2021
Applicant/Employee/Volunteer/Contractor Signature — Today's Date

Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: Reyes First Name: Richard MI: _____

Current Address: [redacted]

Former Address(es [redacted]

Maiden Name or Alias (*If Applicable*): _____ Place of Birth: Danbury, CT

Date of Birth: [redacted] **Last 6 digits** of Social Security Number: _____-_____

Sex: Male Height: 5 ft. 8 in. Race: Hispanic Eye Color: Brown

State Driver's License Number (*Include State*) [redacted] ID Theft Index PIN*: _____

List any other name(s) or dates of birth that appear in DCJIS's database: _____

Mother's Full Maiden Name: Generosa De Jesus Urena Reyes Father's Name: Luis Manuel Reyes

*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identify Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

******For Official Use Only******

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type) ☐ State Drivers License ☐ State Issued ID w/Photo ☐ Passport
☐ U.S. Military I.D. ☐ High School ID Card ☐ Other (obtain HR approval): _____

Signature of CORI-Authorized Employee: _____ Date: _____

Name and Position of CORI-Authorized Employee: _____

TOWN of BROOKLINE
Massachusetts

CORI ACKNOWLEDGMENT FORM

I am an: (please check one)

- [x] **Applicant** - Position: owner Department/License: _____
- [ ] **Volunteer** - Position: _____ Department: _____
- [ ] **Employee** - Position: _____ Department: _____
- [ ] **Contractor** - Company Name _____

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

x _____ 5/19/21
Applicant/Employee/Volunteer/Contractor Signature — Today's Date

Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: Pham First Name: Tony MI: Manh

Current Address: [redacted]

Former Address(es): _____

Maiden Name or Alias (*If Applicable*): _____ Place of Birth: Danbury, CT

Date of Birth: [redacted] **Last 6 digits** of Social Security Number: _____-_____

Sex: Male Height: 5 ft. 8 in. Race: Asian Eye Color: Brown

State Driver's License Number (*Include State*) [redacted] ID Theft Index PIN*: _____

List any other name(s) or dates of birth that appear in DCJIS's database: _____

Mother's Full Maiden Name: Oanh Thi Pham Tran Father's Name: Hung Van Pham

*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

******For Official Use Only******

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type) ☐ State Drivers License ☐ State Issued ID w/Photo ☐ Passport ☐ U.S. Military I.D. ☐ High School ID Card ☐ Other (obtain HR approval): _____

Signature of CORI-Authorized Employee: _____ Date: _____

Name and Position of CORI-Authorized Employee: _____

TO: Whom It May Concern

FROM: Julio A. Lopez, Sr.
6 Terra Gel Rd.
Danbury, CT 06811
203-470-2556

RE: Character Reference
Richard Reyes

DATE: May 12, 2021

Dear Sir/Madam;

The intent of this document is to provide a character reference for the above mentioned. I have known and been associated with the Reyes family for the past 25 years, during this time I have had the opportunity to observe a stable and well-rounded family.
I developed a special attachment to Richard, because from the onset, he demonstrated many of the characteristics of a loyal and dedicated great leader, industry, character, work ethics and a sincere desire to become a productive member of our community, he have accomplished that, and I assure you he is not done yet. His professionalism and strong commitment to his family, businesses and community should be an example for future generations.
It's without any hesitations or concerns that I provide this character reference, I'm very proud to be associated with an individual of the caliper and maturity of Richard.
If you have any questions and or concerns, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Julio A. Lopez, Sr.

From: Myles Dempsey <mpdsr1@icloud.com>
Date: May 14, 2021 at 5:26:16 PM EDT
To: markconnolly@yahoo.com
Subject: Richard Reyes, Character Reference

To Whom It May Concern
I am very pleased to provide a character reference for Richard Reyes , who is one of the most outstanding young men that I have been privileged to meet and work with over my 60+ years in business.
I first met Richard over 10 years ago as a prospective Lessee of one of the buildings owned by the Dempsey Family in Western Ct..Thankfully, I signed that lease which has developed into a personal and business relationship with the entire Reyes Family ,that we cherish.
Richard Reyes personally is hard-working, smart,honest and keeps his promises.Truly an honorable man with great integrity. He has all the personal characteristics and virtues that should guarantee him and his associates much future success .
I should also mention that the Reyes Family is esteemed in the Danbury Ct. area for all their great entrepreneurial success over two generations which were started by Richard's Father,Luis.
In short,Richard Reyes is a special man,who,I believe has all the personal and business qualities that will lead to a happy and successful life.
I am very happy to write this character reference for him.

Sincerely,
Myles P. Dempsey,Sr.
Dempsey Family ,Llc

Richard Reyes Character Reference

Patricia Reyes <pr.reyes01@gmail.com>
Kristen Scanlon; Rich Reyes
Monday, May 17, 2021 at 9:46 AM
Show Details

To whom it may concern,

This character reference is for **Richard Reyes** who is applying for a liquor license in Brookline.

My name is Patricia Reyes, I am an Executive Assistance for high-net worth individuals and a food enthusiast.

I have known Richard for over 33 years. He has been not only a brother to me but a mentor as well over the years, both personally and professionally. He is motivated and conscientious in all of his past and ongoing projects and business ventures. He is also highly dependable and responsible.

I would not hesitate to approve Richard for a liquor license as there is no doubt his business ventures will continue to be successful.

--
Sincerely,
Patricia

M: (203)948-1734
E: PR.Reyes01@gmail.com
LinkedIn

Tsering Dickey
680 Old Academy Road
Fairfield, CT, 06824
Email: Tseringd22@gmail.com

5/19/2021

Character Reference for Tony M. Pham

To whom it may concern:

I have known Tony Pham for several years. He is a close friend of mine and I have worked for him for about 6 years. Tony is the best soul I have ever encountered, he enhances any room when he walks in because people know that he is genuine.

Tony is a giving man and an excellent example of this is during the pandemic he made sure to have his staff taken care of such as food, emotional support and constantly aware of their struggles. I personally have worked for many companies and never had an upper management check up on the staff and put others above them. These types of actions make us, the staff, feel like we are family, and personally I am thankful to have known such a person.

I can summarize Tony's character as dependable, an honest man, and respectful. Tony will bring abundance to your community and I can confidently recommend him to your neighborhood. There needs to be more people like him because he is an amazing friend, a relentless boss and the most caring soul in this world.

Please do not hesitate to call me if you would like to discuss this in person of this recommendation.

Sincerely;

Tsering Dickey

May 18, 2021

RE: Character Reference for Tony Pham

To Whom it May Concern,

I have known Tony Pham for all my life. He is my older brother and my mentor. When I have a question, I cannot answer or a situation I need guidance in, he is the first person I contact. He has always been a guiding light in my life.

Tony has been very successful in his restaurant businesses and his work in the community. Not only does he employee hundreds of people, but I've also personally seen his interactions, relationships, and mentorship with his staff. It is an understatement when I say he is a person of integrity and honor.

If any additional information is required concerning my association with Tony Pham, please feel free to contact me. Thank you for your time and consideration.

Sincerely,

Jennifer Pham

jpham1189@gmail.com
(203) 297-2446

May 19, 2021

RE: Character Reference for Tony Pham

To Whom it May Concern,

Tony Pham is my older brother, my mentor, and my supervisor. When I have a question, I cannot answer or a situation I need guidance in, he is the first person I contact. He has always been a guiding light personally and professionally

Tony has been very successful in his businesses and his work in the community. Not only does he employee hundreds of people, but I've also personally seen his interactions, relationships, and mentorship with his staff. It is an understatement when I say he is a person of integrity and honor.

If any additional information is required concerning my association with Tony Pham, please feel free to contact me. Thank you for your time and consideration.

Sincerely,

Allison Pham

alli42397@gmail.com
(203) 300-4008

MECHA

ORDER TAKEOUT

Pick-up Times: 11:30AM-10:00PM

Please allow 20-40 minutes for us to prepare your order. For pick up, please join us inside and a staff member will assist you with contactless pickup.

DRINKS FOOD HAPPY HOUR

Bubble Tea

THAI (ICED) TEA $6 Not Spiked / $11 Spiked
traditional thai blend, local cream, cognac

TEMPLE OF THE SUN $6 Not Spiked / $11 Spiked
african nectar tea, pineapple, passionfruit, tequila & mezcal blend

MANGO LASSI BOBA $6 Not Spiked / $11 Spiked
mango, lime leaf, local cream, lime, white rhum agricole

Cocktails

MECHA

0

vodka, apricot, yuzu, sage, dragon pearl jasmine tea

MIZU CHUHAI $10

shochu, gentian, peach, aperol, thai basil, lime

OSAKA COLLINS $9

gin, paris tea, winter melon, lemon, soda

DAIQ ATTACK $11

rum blend, rhum agricole, green chartreuse, banana, cane sugar, lime

LOTUS FLOWER BOMB SANGRIA $11

red wine, plum wine, shochu, citrus juices, five spice

SMOKE SHOW $12

reposado tequila, mezcal, passion fruit, ginger, lime, sea salt

GROW A PEAR $13

bourbon, spiced pear, nonino amaro, honey, ginger, lemon

4 RUM OLD FASHIONED $11

jamaican white & aged rums, dominican rum, martinique rhum, maraschino, bitters

SUNFLOWER SAMURAI $11

gin, turmeric, italicus, lemon, grapefruit bitters

MECHA

0

BUSHIDO "WAY OF THE WARRIOR" $8 / $15 / $28
kyoto japan, ginjo genshu (glass / 250ml / 500ml)

JOTO GRAFFITI ONE CUP $9
okayama japan, honjozo

SEIKYO "MIRROR OF TRUTH" $10
hiroshima japan, junmai

YUKI NO BOSHA "CABIN IN THE SNOW" $14
akita japan, junmai ginjo

JOTO NIGORI $9
hiroshima japan, nigori junmai

HOT SAKE OZEKI GO, ojunmai $5 / $9 / $13

SAKE FLIGHT $15
Four pours of awesome sake

Beer

drafts, seasonal and rotating

GENESEE CREAM ALE $4 / $6 / $10
new york (5.2% abv, 16 oz)

MECHA

NEW ENGLAND BREWING COMPANY $6
rotating, ct (various abv, 12 oz)

TRIBUS BEER CO. $8
rotating, ct (various abv, 12 oz)

Beer
cans and bottles

GRAFT LOST TROPIC CIDER $8
new york (6.9% abv, 12oz)

OEC COOLSHIP LAGER $12
connecticut (5.2%abv, 16.9oz)

KIRIN ICHIBAN $10
tokyo, japan (22oz bottle)

TIGER $5
singapore (11.2 oz)

Wine

MECHA

SOFIA BLANC DE BLANC 187ML $10
California, NV

HENKEL TROCKEN DRY-SEC 187ML $8
Germany, NV

GOTHAM PROJECT BULLAS ROSÉ 250ML $12
Spain, NV

VINA MAITIA PAIS CARIGNAN PIPENO $12
Chile, 2020

AH-SO NAVARRA GARNACHA 250ML - $12
Spain, NV

GOTHAM PROJECT CABERNET SAUVIGNON $12
California, NV

Soft Drinks

ICED TEAS $4
peach, paris (decaf)

LIMEADE $4
freshly squeezed daily

MECHA

SODA $4
mexican coke, mexican sprite, fever tree ginger ale

DIET COKE $3

HOUSE SODA $3
ginger beer, lemon-hibiscus

*These dishes can be made gluten free. Consuming raw or undercooked foods may increase your risk of foodborne illness.

CAUTION: We serve 'em hot! Please be careful with children and slurp responsibly!

You hate math, don't do math, we'll do it for you. 18% gratuity added to all parties of 6 guests or more.

LOCATIONS

MECHA

ORDER TAKEOUT

Pick-up Times: 11:30AM-10:00PM

Please allow 20-40 minutes for us to prepare your order. For pick up, please join us inside and a staff member will assist you with contactless pickup.

DRINKS FOOD HAPPY HOUR

Steamed Baos

asian american inspired fluffy buns

PORK BELLY $8

hoisin, pickled daikon-carrots, kewpie

KFC (korean fried chicken) $7

gochujang, pickled daikon-carrots, kewpie

SHIITAKE $7

hoisin, scallions, kewpie, cucumber

Snacks

MECHA

KALE SALAD $7
fresh & crispy kale, miso vinaigrette, avocado

RED OIL DUMPLINGS $8
pork, shrimp, sichuan vinegar, cilantro

ROASTED MUSHROOM DUMPLINGS $8
brown butter miso, arugula

FIRECRACKER WINGS* $8
togarashi, tamarind, sichuan peppercorn

KIM CHI FRIED RICE* $14
chicken, scallion, bacon, fried egg

LEMONGRASS SPARERIBS $10
garlic, chiles, fish sauce, cilantro

SAIGON EGG ROLLS $8
ground pork, lettuce wraps, nuoc mam, mint

GENERAL TSO'S SHRIMP $15
coconut shrimp, sweet chili, sticky rice, micro greens, scallions

Seasonal Specials

MECHA

SPICY CHICKEN BANH MI $12

crispy chicken roll, pickled fresno chili, maggi mayo, cucumber, cilantro

CHIMICHURRI SHRIMP $16

head on prawn, thai avocado beef broth, black pepper, rice noodle, cilantro

BEEF NOODLE $13

beef and garlic, cold rice noodle, herb salad, peanut, nouc cham dressing

Pho

beef & chicken broth, cilantro, scallions, onions

PHO TAI* $11

rare beef slices, 'classic,' recommended add-ons: brisket, tripe & marrow oil

PHO BO VIEN* $12

rare beef, beef meatballs, 'authentic,' recommended add-ons: shrimp & tendon

PHO KING $14

fermented bean short ribs, 'fit for a king,' recommended add-ons: egg, brisket & marrow oil

MECHA

PHO SIZZLE $15

grilled flank steak, recommended add-ons: short ribs & marrow oil

PHO SHORE $14

shrimp, calamari, fish cake, garlic

Pho Add-Ons

TENDON	$1
TRIPE	$1
GREENS	$1
MARROW OIL	$1
TOFU	$1
SHRIMP	$3
MEATBALLS	$3
BRISKET	$3

MECHA

Ramen

marrying the 5 elements: noodles, tare, stock, toppings & aromatic oil

TONKOTSU 2.0 $14.00

hakata style 24-hour pork broth, chashu, corn, butter, scallions, tamago

SHOYU PAITAN $12.00

chicken ramen, black garlic, nori, scallion, egg, menma, recommended add-ons: corn, chili oil & chashu (roasted pork belly)

SPICY MISO $12.00

red miso, chashu, mushrooms, chili oil, recommended add-ons: corn & tamago (egg)

KINOKO VEGETARIAN RAMEN $12.00

mushroom dashi, shiitake salad, king trumpet, shio kombu, recommended add-ons: greens, tofu, avocado

Ramen Add-Ons

KIKURAGE $1

MECHA

NORI	$1
TAMAGO	$2
MENMA	$2
SHOYU CHICKEN	$3
CHASHU	$4

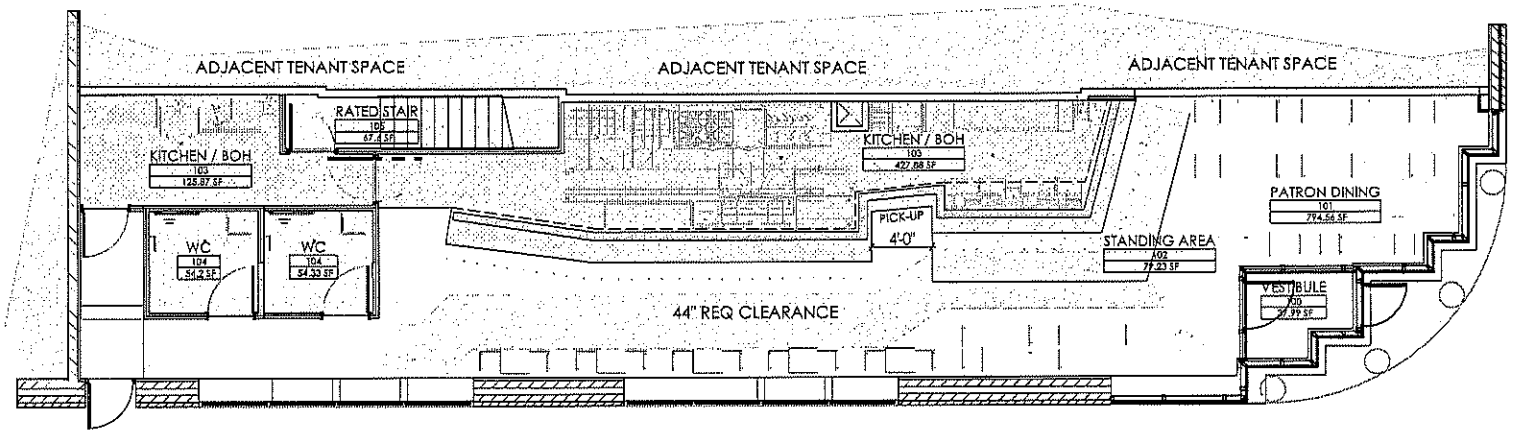
Kae-Dama

A system that offers you an extra serving of fresh noodles. When you have almost finished your first, say "kae-dama please!" and your noodles will be out shortly, but be sure to reserve enough broth $2

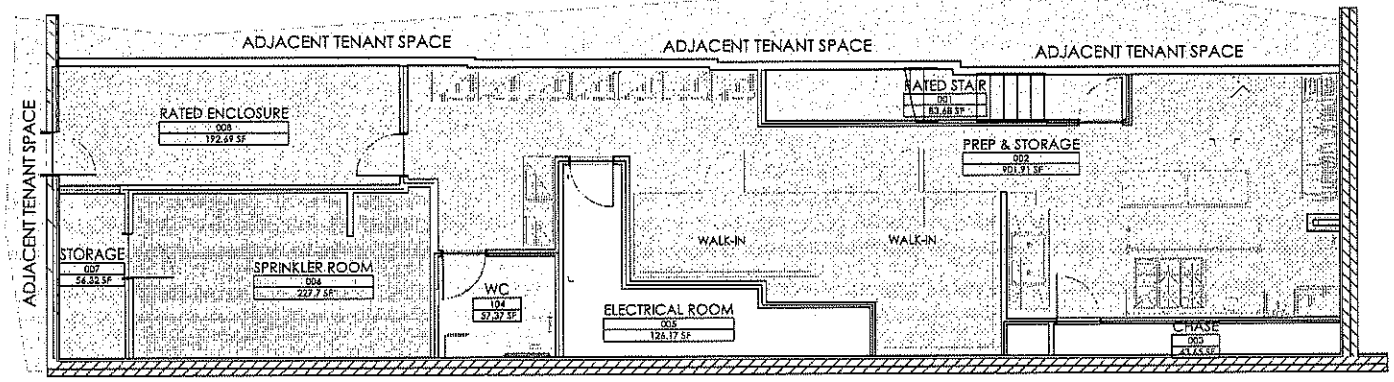
*These dishes can be made gluten free. Consuming raw or undercooked foods may increase your risk of foodborne illness.

CAUTION: We serve 'em hot! Please be careful with children and slurp responsibly!

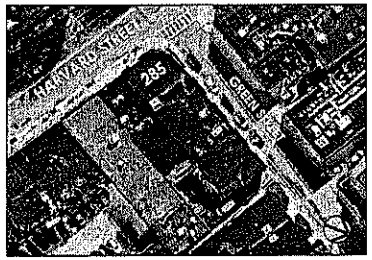
You hate math, don't do math, we'll do it for you. 18% gratuity added to all parties of 6 guests or more.



1 FIRST FLOOR
SCALE: 1/8" = 1'-0"



2 LOWER LEVEL
SCALE: 1/8" = 1'-0"



KEY FEATURES

- STOOLS 23
- DINING CHAIRS 38
- TOTAL PATRONS 61

- PATRON BATHROOMS RELOCATED
- STAIR LOCATION REMAINS
- SPACES RECONFIGURED IN BASEMENT
- DISH WASH ON FIRST FLOOR
- PREP IN BASEMENT W/DUCTED EXHAUST TO ROOF THROUGH FIRST FLOOR
- SINGLE WC IN BASEMENT. RELOCATED
- TWO MEANS OF EGRESS PROVIDED FROM FIRST FLOOR
- WALK-INS LOCATED IN BASEMENT

REVISIONS	
DATE OF ISSUE	3/10/21

Project # 170325
Project Name:
MECHA 285 HARVARD STREET BROOKLINE
285 HARVARD STREET
BROOKLINE, MA 02446

SHEET TITLE:
FLOOR PLANS | OPTION 04

L.05

FREDERICKWILLIAMHOAG
ARCHITECT
87 WILTON ROAD
2ND FLOOR
WESTPORT, CT 06880
P:203.557.2903

/Volumes/Shared/Projects/170325-mecha misc/285 HARVARD STREET, BROOKLINE, MA/PLT/MECHA 285 HARVARD STREET BROOKLINE 02.pln

*drawing to scale when printed as formatted to 11X17

18.A.

OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

ENTERTAINMENT APPLICATION

IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 140, SECTION 181 (*183A) OF THE MASSACHUSETTS GENERAL LAWS, THE UNDERSIGNED HEREBY APPLIES FOR A LICENSE FOR THE FOLLOWING FORMS OF ENTERTAINMENT:

APPLICANT: Mecha Noodle Bar Brookline LLC

D/B/A Mecha Noodle Bar

LOCATION: 285 Harvard Street, Brookline

TELEPHONE # 203-994-3555 **EMAIL ADDRESS:** info@mechanoodlebar.com

TYPE OF ENTERTAINMENT:

(1) RADIO X **TAPED MUSIC** X **JUKE BOX**____ **TELEVISION**____

DAYS: 7 days **HOURS: FROM:** 11:30am **TO:** 12:30am

(2) MOVIES____

DAYS:____ **HOURS: FROM:**____ **TO:**____

(3) DANCING____ **PRIVATE**____ **PUBLIC**____

DAYS:____ **HOURS: FROM:**____ **TO:**____

(4) INSTRUMENTAL MUSIC_____TYPE OF INSTRUMENTS:_____
#OF INSTRUMENTS_____

DAYS:_____HOURS: FROM:_____TO:_____

(5) VOCAL MUSIC :_____#OF VOCALIST:_____

DAYS:_____HOURS: FROM:_____TO:_____

(6) EXHIBITION (DESCRIBE):_____

DAYS:_____HOURS: FROM:_____TO:_____

(7) FLOOR SHOW (DESCRIBE):_____

DAYS:_____HOURS: FROM:_____TO:_____

5/21/2021

SIGNATURE OF APPLICANT DATE

(*SECTION 183A APPLIES ONLY TO COMMON VICTUALLERS, FOOD VENDORS AND INNHOLDERS)

THE FOLLOWING FORMS OF ENTERTAINMENT IF BEING CONDUCTED ON SUNDAYS REQUIRES A SEPARATE SUNDAY ENTERTAINMENT LICENSE FROM THE COMMONWEALTH OF MASSACHUSETTS AND REQUIRES A SEPARATE FEE OF $100:

DANCING
JUKE BOX
LIVE ENTERTAINMENT

Checklist for Alternate Manager

- ☑ Alternate Manager Application
- ☑ License Interview Form
- ☑ CORI release form
- ☑ Three letters of reference
- ☐ Vote of Corporation
  - or letter from manager of record
- ☐ IN-PERSON class for the safe service of alcohol certification
  - ✓ **On-line class will be accepted during the Covid-19 pandemic only**
- ☑ Crowd Manager Certification from the Massachusetts Department of Fire Services (Only if there is a bar)
- ☑ Valid Identification (State issued License, Passport, etc.)

- ☐ Report from Brookline Police Chief

Revised April 10, 2019

TOWN OF BROOKINE

ALTERNATE MANAGER'S APPLICATION

ALL PROPOSED MANAGERS ARE REQUIRES TO COMPLETE A PERSONAL INFORMATION FORM (ATTACHED) AND SUBMIT A COPY PF THE CORPORATION VOTE AUTHORIZING THIS ACTION AND ALTERNATE MAANGER.

1. LICENSEE INFORMATION:

Legal Name of Licensee: Mecha Noodle Bar Brookline LLC Business Name (dba): Mecha Noodle Bar

Address: 285 Harvard St.

City/Town: Brookline State: MA Zip: 02446

ABCC License Number: n/a Phone Number of Premises: 203-994-3555
(if existing licensee)

2. MANAGER INFORMATION:

A. Name: Juan Reyes B. Cell Phone Number: 203.313.7818

C. List the number of hours per week you will spend on the licensed premises: 50

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes [x] No [ ] B. Date of Naturalization: 08/1999

C. Court of Naturalization: USCIS

(Submit proof of citizenship and/or Naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes ( ) No (x)

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that Have been suspended, revoked or cancelled? Yes ( ) No (x)

If yes, please describe:

C. have you ever been the Manager of record of a license that was issued by this Commission? Yes ( ) No (●)

If yes, please describe:

D. Please list your employment for the past ten years (Date, Position, Employer, Address, and Telephone:

Mezon Tapas Bar & Restuarant- April 2011- December 2015, General Manager, 56 Mill Plain Road Danbury CT 06811, 203.748.0875
Mecha Management Company, Various Locations- December 2015-Current, 46 Mill Plain Road Danbury CT 06811, 203.826.7160

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

Signature Date 05/20/2021

LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Liquor CV and Entertainment

NAME: Juan Luis Reyes

ADDRESS: [redacted]

EMAIL ADDRESS: [redacted]

PHONE #: [redacted]

PLACE OF BIRTH: Dominican Republic

FATHER'S NAME: Luis Reyes **MOTHER'S MAIDEN NAME:** Urena

ARE YOU A CITIZEN? YES [x] NO [ ] **ALIEN CARD #**

ARE YOU A VETERAN: YES [ ] NO [x]

RESIDENCES FOR LAST FIVE YEARS

DATE: 08/2010-06/2018 **LOCATION:** [redacted]

DATE: 06/2018-Current **LOCATION:** [redacted]

DATE: **LOCATION:**

DATE: **LOCATION:**

DATE: **LOCATION:**

EDUCATION

DATE: 09/2002-05/2004 **LOCATION:** Johnson & Wales University Providence RI

DATE: 08/1998-06/2002 **LOCATION:** Bethel High School, Bethel CT

DATE: **LOCATION:**

DATE: **LOCATION:**

EMPLOYMENT HISTORY

DATE: April 2011-December 2015 **LOCATION:** Mezon Tapas Bar Danbury CT **POSITION** General Manager

DATE: December 2015-Current **LOCATION:** Mecha Management Company, Various Locations **POSITION** General Manager

DATE: **LOCATION:** **POSITION**

DATE: **LOCATION:** **POSITION**

DATE: **LOCATION:** **POSITION**

SIGNATURE: **DATE:** 05/20/2021

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

APPENDIX A - CORI Acknowledgment Form

I am an: (please check one)

- [ ] **Applicant** - Position: _____ Department/License: _____
- [ ] **Volunteer** - Position: _____ Department: _____
- [x] **Employee** - Position: General Manager Department: FOH
- [ ] **Contractor** - Company Name _____

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

_____ 05/20/2021

Applicant/Employee/Volunteer/Contractor Signature **Today's Date**

Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: Reyes First Name: Juan MI: L

Current Address: [redacted]

Former Address(e[redacted]

Maiden Name or Alias (*If Applicable*): _____ Place of Birth: Dominican Republic

Date of Birth[redacted] **Last 6 digits** of Social Security Number: [redacted]

Sex: M Height: 6 ft. 1 in. Race: Hispanic Eye Color: Brown

State Driver's License Number *(Include State)* [redacted] ID Theft Index PIN*: _____

List any other name(s) or dates of birth that appear in DCJIS's database: _____

Mother's Full Maiden Name: Urena Father's Name: Luis Reyes

*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

******For Official Use Only******

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type)

_____

Signature of CORI-Authorized Employee: _____ Date: _____

Name and Position of CORI-Authorized Employee: _____

Commonwealth of Massachusetts

Executive Office of Public Safety and Security
Department of Fire Services
Office of the State Fire Marshal

Certificate of Completion

This certifies that

Reyes Juan

Successfully completed the Crowd Manager Training Program

In accordance with 527 CMR 1.00:20.1.5.6 - Designation of a Crowd Manager

Date issued: May 20, 2021

Expires: May 20, 2024
Certificate #: 02uBy8StxrGkeLM

Peter Ostroskey

State Fire Marshal

Thank you for your order!

Health Communications, Inc.
1501 Wilson Blvd, Ste 500, Arlington, VA 22209
Tax ID #: 52-1333105.
If you have any questions about this order, please contact our **Accounting** department

Order Number: 1124639
Date Placed: 2021-05-20 15:24:32.818032

Order Contact

n/a Juan Luis Reyes
juan@eatjustice.com
203-313-7818

Shipping Address

n/a Juan Luis Reyes
285 Harvard St
Brookline, MA 02446-2908 USA

Shipping Method: USPS First Class

Billing Address

n%2fa Juan Luis Reyes
Mecha Management Co.
285 Harvard St
Brookline, MA 02446-2908 USA

Payment Method

Credit Card
MasterCard xxxx xxxx xxxx x530
Expires: 08/xx

Item(s)

PRODUCT NAME eTIPS On Premise Registration

Registration # 1752671
Juan Reyes
Class: Web Based eTIPS On Premise 3.1 Session
Session # 99392
Taught to Massachusetts regulatory requirements

COST	$40.00
DISCOUNT	$0.00
QUANTITY	1
ITEM TOTAL	$40.00

PRODUCT NAME

	PRODUCT NAME	**Item Total:**
COST	$40.00	
	PRODUCT NAME	**Shipping:**
COST	$0.00	
	PRODUCT NAME	**Tax:**
COST	$0.00	
	PRODUCT NAME	**Total:**
COST	$40.00	

Terms and Conditions

- **All shipping rates quoted are U.S. domestic only. For international orders please call your Account Manager at 1-800-438-8477 or sales@gettips.com**
- **The cost of a registration for a course includes the right to take a course, and retake it in event of failing the certification exam. If a course certification exam is failed twice the registrant must purchase another attempt in order to take it again.**
- **All orders received after 12:30 p.m. EST will go out the following business day.**
- **For RUSH ORDERS, SATURDAY DELIVERIES, and NEXT DAY EARLY A.M. DELIVERIES please contact your Account Manager at 1-800-438-8477 or sales@gettips.com. We accept rush orders up until 12:30 p.m. EST; however, these orders MUST ship NEXT DAY AIR and incur a $25 PM Rush Fee IN ADDITION TO THE SHIPPING CHARGE ITSELF.**
- **We do NOT accept returns. All sales are final.**
- **All materials are usually shipped via UPS. However, we reserve the right to ship materials using a variety of carriers.**
- **Please note that we cannot ship to P.O. Boxes and AP/FPO addresses.**
- **Next Day Air MAY NOT be available in some regions.**
- **Next Day Air and 2nd Day Air service are guaranteed by UPS.**
- **3rd Day Air service is NOT guaranteed.**
- **UPS imposes an additional fee for Next Day Saturday Delivery.**

- **Next Day Early A.M. delivery is available to some locations. Please contact your Account Manager for more information.**
- **Online orders are subject to verification and may be delayed pending confirmation of the order information.**
- **Orders are not processed during the weekend.**

Michael F. Cassidy
64 Brenway Drive
West Hartford, CT 06117

May 20, 2021

To Whom It May Concern:

I have known Juan Reyes for over 12 years though personal acquaintance. I have found him to be trustworthy and reliable in all matters during that time. Over the past year I have had the opportunity to frequent Mecha which is in West Hartford, CT where Juan has management responsibilities.

I have taken note of Juan's exemplary interactions with his customers and staff, and the care evidenced by Juan to have Mecha be an attractive facility and enjoyable dining experience.

I attest to Juan's character without reservation.

Michael F. Cassidy

Mr. Darren A. Joseph
5 Patricia Lane, Danbury, CT.
DAJIONA@yahoo.com

May 20, 2021

To Whom it May Concern,

Re: Character Reference for Juan Reyes

I have known Juan Reyes for more than five years. He and I met while volunteering for a local youth program and he also offered his help at many levels of the organization.

Juan is a most dedicated, hardworking, and family oriented person that delivers on his word. He has always displayed common sense and compassion in dealing with difficult decisions with adults and youth, always connecting on a common thread. His sound judgement has put him in favor with a number of people proving that he can meet on common ground when making discission that effect groups of people.

Juan is the type of person you can count on and his positive attitude is contagious.

For these reasons, I write this character reference letter with confidence that Juan will abide by protocol and deliver on responsibility.

If you have any questions, please feel free to contact me.

Sincerely,

Darren A. Joseph

CITY OF DANBURY
PARKS AND RECREATION DEPARTMENT

HATTERS COMMUNITY PARK
7 EAST HAYESTOWN ROAD
DANBURY, CONNECTICUT 06811

NICK KAPLANIS, DIRECTOR
TEL. (203) 797-4632
FAX (203) 797-4634

May 20, 2021

To Whom It May Concern:

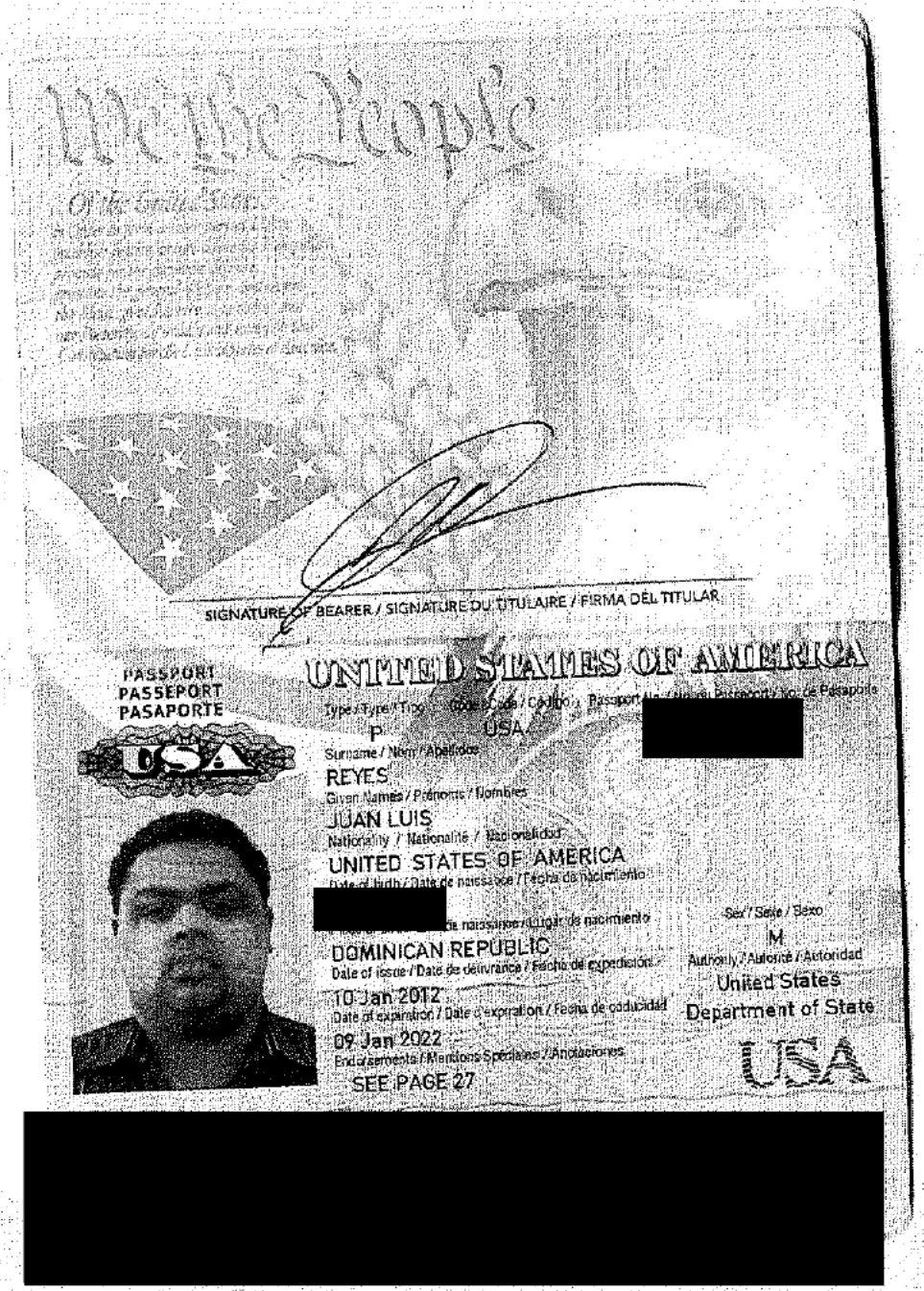
I am writing on behalf of Juan Reyes to provide a character reference. I have known Juan for over 10 years. We met each other through Danbury youth sports activities. Juan got involved with the Danbury Athletic Youth Organization as a coach and administratively and is still active today. He works well with everyone is a wonderful family man and is always willing to help out in the community. He is also a successful businessman who manages several family owned restaurants throughout Connecticut. He is a trustworthy individual that would be an asset to your community as well.

Feel free to contact me if you have any questions.

Sincerely

Nicholas Kaplanis
Director of Recreation
City of Danbury

18.A.



We the People

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

USA

UNITED STATES OF AMERICA

Type / Type / Tipo: P
Code / Code / Código: USA
Passport No. / No. de Passeport / No. de Pasaporte: [redacted]

Surname / Nom / Apellidos
REYES
Given Names / Prénoms / Nombres
JUAN LUIS
Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA
Date of birth / Date de naissance / Fecha de nacimiento
[redacted]
Place of birth / Lieu de naissance / Lugar de nacimiento
DOMINICAN REPUBLIC
Date of issue / Date de délivrance / Fecha de expedición
10 Jan 2012
Date of expiration / Date d'expiration / Fecha de caducidad
09 Jan 2022
Endorsements / Mentions Spéciales / Anotaciones
SEE PAGE 27

Sex / Sexe / Sexo
M
Authority / Autorité / Autoridad
United States
Department of State

USA

[redacted]